

DATED

21st May

1939

THE HORSELL LAND COMPANY
LIMITED and others

to

MR GEORGE STATHAM

Copy/

CONVEYANCE

of

Plots 90 to 97 on the Church Hill
Estate Hersell in the County of
Surrey.

W. Davies & Son
Woking.

HERITAGE WALKS ARCHIVE DOCUMENT

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Stamp 21 &
P.D.

*Good with
original
in our
possession.
H. D. [unclear]*

THIS INDENTURE made the Twenty second day of May One thousand nine hundred and nineteen BETWEEN The Horsell Land Company Limited whose registered office is at 37 Chancery Lane in the County of London (hereinafter called "the Company") of the first part Edward Bond of 43 Thurloe Square in the County of London Barrister at Law and Alfred Hoare of 37 Fleet Street in the City of London Banker (hereinafter called "the Mortgagees") of the second part ~~Thomas Wilkinson of the second part~~ Thomas Wilkinson of 27 Chancery Lane in the County of London Secretary of a Public Company of the third part and George Stethal of Stone Cottage Horsell High Street Woking in the County of Surrey Builder (hereinafter called "the Purchaser") of the fourth part

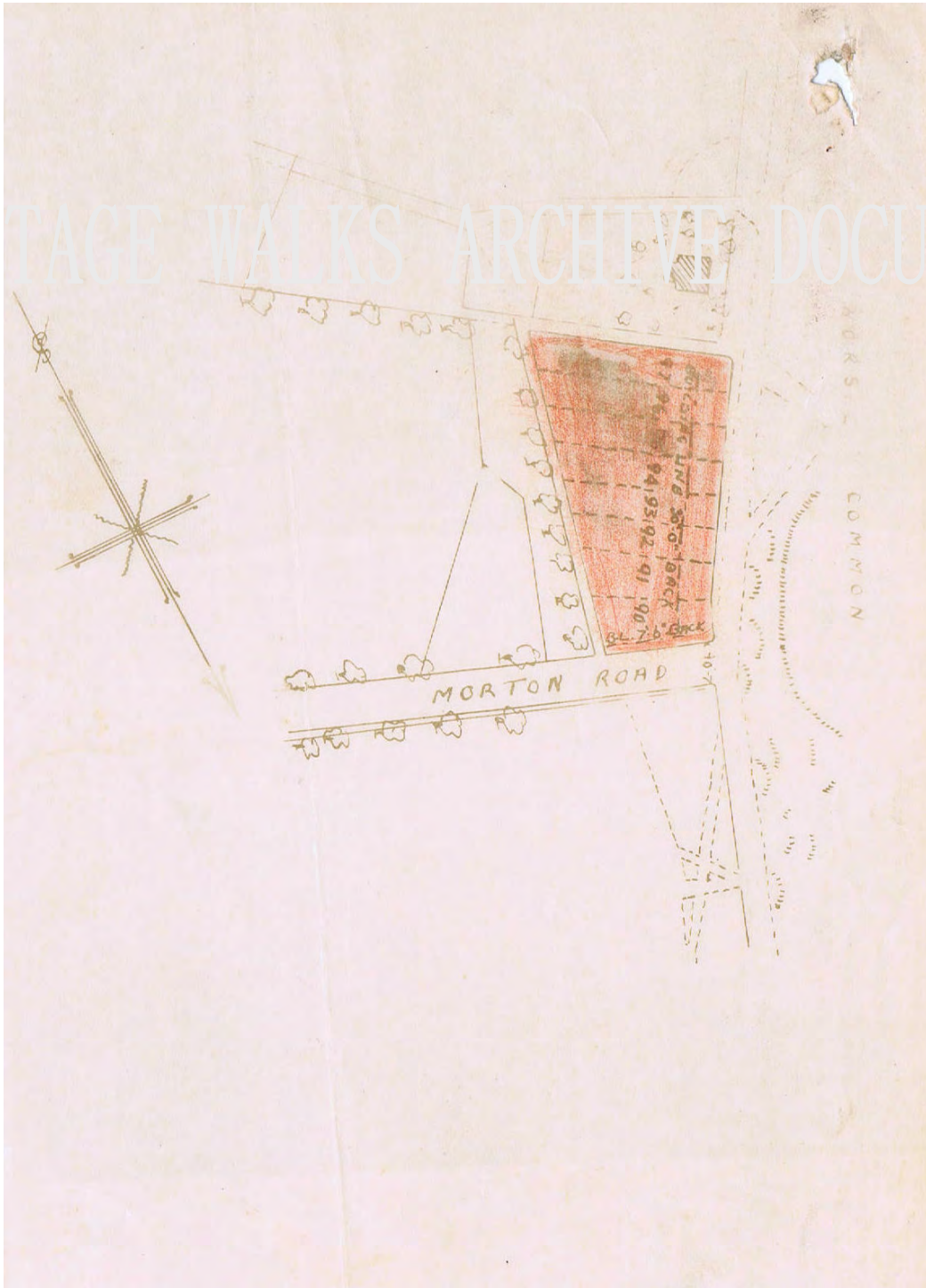
W H E R E A S by an Indenture dated the Twenty fifth day of April One thousand nine hundred and one and made between the Reverend Norman Pares George Lancelot Pares and George Edgar Frere of the one part and the Company of the other part the hereditaments hereinafter described and expressed to be hereby conveyed were (inter alia) conveyed unto and to the use of the Company in fee simple

AND W H E R E A S in the year one thousand nine hundred and one and subsequently the Company issued certain Debentures charging its undertaking and all its property whatsoever and wheresoever both present and future and by the first condition endorsed on each debenture it was provided that the Debentures were to rank pari-passu in point of charge without preference or priority one over another and such charge was to be a floating security and accordingly the Company in the ordinary course of its business and for the purpose of carrying on the same was to be at liberty to sell lease exchange convert mortgage charge and otherwise deal with its property for the time being

A N D W H E R E A S on the Twentieth day of May One thousand nine hundred and four and on subsequent occasions prior to the appointment of a Receiver for Debenture Holders as hereinafter mentioned the London and South Western Bank Limited (hereinafter called "the Bank") at the request of the Company advanced to the Company divers sums for the purpose of carrying on the business of the Company and the Company (prior to such appointment as aforesaid) deposited with the Bank the title deeds relating to certain hereditaments (which included the hereditaments hereinafter described and expressed to be hereby conveyed) by way of security for the due repayment of the same with interest thereon and by an equitable Charge dated the Twentieth May One thousand nine hundred and four the Company undertook on request by the Bank to execute a legal Mortgage or Mortgages to "the Bank of the said hereditaments as therein mentioned

AND W H E R E A S on the third December One thousand nine hundred and twelve by writing under the hand of John Bond of Horsham Vicarage in the County of Sussex Clerk in Holy Orders the registered holder of a Mortgage Debenture for Three hundred pounds part of an issue of ten thousand pounds (being the Debentures hereinbefore referred to) and duly registered with the Registrar of Joint Stock Companies on the Seventh day of December One thousand nine hundred and twelve after reciting that the said sum of Three hundred pounds fell due for repayment on the twenty fifth day of

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April One thousand nine hundred and twelve and was not then repaid and still remained due to the said John Bond And also reciting that by Condition 10 of the Conditions endorsed on the said Debenture it was provided that the registered holder of such Debenture might with the consent in writing of the holders of the majority in value of the outstanding Debentures of the same series appoint by writing any person or persons to be a Receiver or Receivers of the property charged by the Debentures and such appointment might be made at any time after the principal moneys thereby secured became payable and should be as effective as if all the holders of Debentures of the same series had concurred in such appointment and that a Receiver or Receivers so appointed should have power (inter alia) to sell or concur in selling any of the property charged by the Debentures And reciting that the amount of the Debentures outstanding on the third December One thousand nine hundred and twelve was Nine thousand and five hundred pounds The said John Bond with the consent in writing of the Debenture Holders whose names with the amount of their respective holdings were set forth in the Schedule thereto and amounted to Six thousand pounds did thereby appoint the said Thomas Wilkinson to be Receiver of the property charged by the said Debentures and to exercise all or any of the powers conferred on the Receiver under and by virtue of the conditions of the said Debentures or by statute or otherwise

AND WHEREAS by an Indenture of Mortgage dated the Twenty second December One thousand nine hundred and thirteen and made between the Company of the one part and the Bank of the other part After reciting (inter alia) that from time to time parts of the hereditaments comprised in the title deeds deposited with the Bank as aforesaid were sold and out of the proceeds of such sales various sums of money were repaid by the Company to the Bank and there then remained due and owing to the Bank upon the security of the hereditaments thereafter described and expressed to be thereby conveyed (which included the hereditaments hereinafter described and expressed to be hereby conveyed) the principal sum of Three thousand and fifty pounds together with interest thereon from the Thirtieth of September One thousand nine hundred and thirteen) the Company at the request of the Bank and in pursuance of the said agreement in consideration of the sum of Three thousand and fifty pounds and interest so owing by the Company to the Bank as aforesaid and as beneficial owner did grant and convey unto and to the use of the Bank in fee simple (inter alia) the hereditaments hereinafter described and expressed to be hereby conveyed subject to a proviso for redemption and reconveyance thereof upon repayment of the said principal sum of Three thousand and fifty pounds and interest

AND WHEREAS by an Indenture (endorsed on the hereinbefore recited Indenture of Mortgage) dated the Twenty fourth day of March One thousand nine hundred and fourteen and made between the Bank of the one part and the Mortgagees of the other part After reciting (inter alia) that the principal sum of Two thousand and eight hundred pounds and no more then remained owing to the Bank upon the security of ^{hundred} the aforesaid Indenture dated the Twenty second day of December One thousand nine /

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and thirteen It was witnessed that in consideration of Two thousand and eight hundred pounds then paid to the Bank by the Mortgagees out of moneys belonging to them on a joint account the Bank as Mortgagees did thereby assign unto the Mortgagees the said sum of Two thousand and eight hundred pounds and any interest thenceforth to become due in respect thereof and the benefit of all securities for the same And the Bank as Mortgagees did thereby convey unto the Mortgagees their heirs and assigns as joint tenants all and singular the pieces or parcels of land and hereditaments granted by the said Indenture dated the Twenty second day of December One thousand nine hundred and thirteen subject to such right or equity of redemption as the said premises were then subject to by virtue thereof on payment of Two thousand and eight hundred pounds and interest AND WHEREAS the said Thomas Wilkinson as such Receiver as aforesaid has agreed to sell to the Purchaser the hereditaments hereinafter described for the sum of One hundred and ninety five pounds and the Company and the Mortgagees have agreed to join in these presents in manner hereinafter appearing for the purpose of carrying out of the said sale

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One hundred and fifteen pounds paid by the Purchaser at the request and by the direction of the Company and of the said Thomas Wilkinson to the Mortgagees (the receipt of which sum of One hundred and fifteen pounds the Mortgagees hereby acknowledge and of the sum of Eighty pounds paid by the Purchaser at the request and by the direction of the Company and of the Mortgagees to the said Thomas Wilkinson as such Receiver as aforesaid (the receipt of which said sum of Eighty pounds the said Thomas Wilkinson hereby acknowledges) and the payment and receipt of which sums of One hundred and fifteen pounds and Eighty pounds making together the sum of One hundred and ninety five pounds the Company do hereby acknowledge The Mortgagees as Mortgagees do and each of them as Mortgagee doth and the said Thomas Wilkinson as such Receiver as aforesaid and as Trustee doth hereby convey and release and the Company as beneficial owner hereby conveys and confirms unto the Purchaser and his heirs ALL THAT piece or parcel of land situate on the Church Hill Estate at Horsell in the County of Surrey and having a frontage to Horsell Common of Two hundred and fifty eight feet a return frontage to Morton Road of One hundred and two feet a depth on the south westerly side of One hundred and ninety two feet and a width in the rear of Three hundred and five feet be the same several dimensions little more or less and more particularly described in the plan drawn upon these presents and therein coloured pink and numbered 90 to 97 both inclusive such numbers corresponding to the numbers on the Church Hill Estate Plan TO HOLD the same unto and to the use of the Purchaser in fee simple freed and discharged from all principal and other moneys and interest secured by and all claims and demands under or by virtue of the aforesaid equitable Charge dated the Twentieth day of May One thousand nine hundred and four the said Indentures dated the Twenty second day of December One thousand

nine hundred and thirteen and the Twenty fourth day of March One thousand nine hundred and fourteen or any or either of them and also freed and discharged from all principal and other moneys and interest secured by and all claims and demands under or by virtue of the aforesaid Debentures but subject to the stipulations and reservations contained in the first Schedule hereto

AND the Purchaser hereby covenants with the Company and their assigns and also by way of separate covenant with the said Thomas Wilkinson or other the Receiver for the time being for the holders of Debentures issued by the Company that the Purchaser his heirs and assigns will at all times hereafter observe and perform the stipulations and reservations set out in the First Schedule hereto so far as the same relate to the premises hereby conveyed

AND the Mortgagees hereby acknowledge the right of the Purchaser to the production and delivery of copies of the documents of title mentioned in the Second Schedule hereto and the said Thomas Wilkinson hereby acknowledges the right of the Purchaser to the production and delivery of copies of the document of title mentioned in the Third Schedule hereto

AND it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five hundred pounds

IN WITNESS whereof the Company has hereunto caused its common seal to be affixed and the other parties hereto have hereunto set their hands and seals the day and year first above written

THE FIRST SCHEDULE before referred to

The stipulations and Reservations before referred to

1. Fences. The Purchaser shall within three calendar months after being called upon so to do in writing by the Company erect and thereafter maintain to the satisfaction of the Company good sufficient and substantial fences not exceeding six feet in height on all sides of the premises. The Company shall have the right so long as any part of the premises remains unfenced to take sell depasture or otherwise deal with any grass or similar crops from time to time growing thereon
2. Building Line. No building shall be erected between the building line set back thirty feet from the said Horsell Common and seven feet six inches from the said Morton Road and the frontages to the said Common and road as shown on the plan hereto. There shall be nothing erected within such spaces except boundary fences or divisional fences or fence walls
3. Value of Buildings. No more than eight houses shall be erected on the premises hereby conveyed and no house shall be of less value than three hundred pounds exclusive of stabling and other outbuildings. The value of such house is the net first cost of the materials and labour involved in its construction exclusive of the cost of stabling detached outhouses conservatories fences and other appurtenances
4. Trades etc Prohibited. No house erected on the premises shall be erected or used for any other purpose than as a private dwellinghouse and no trade or

business shall be carried on upon the same or upon any building thereon. No manufacture shall be carried on upon the premises nor shall any operative machinery be fixed or placed thereon neither shall be same be used in any way to cause a nuisance or annoyance to the neighbourhood. No building erected on the premises shall be used as a tavern hotel beer house or shop for the sale of intoxicating liquors. No hut caravan shed house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts shall be erected made placed or used or be allowed to remain on the premises.

5. Approval of Plans. The Purchaser before commencing to build shall deposit the plans and elevations of the proposed buildings with the Company for approval. The Company undertakes that no expense shall be incurred by the Purchaser in obtaining such approval. ALL roofs shall be of tile unless with the Companys consent in writing. The object of this stipulations is to ensure that buildings suitable and well planned for health and comfort of the occupants shall be erected on the Estate and to ensure some degree of uniformity of elevation.

6. Roads etc. The Purchaser shall pay to the Company upon demand in writing from time to time a proportion of the expense of providing and laying sewers calculated at the rate of five shillings per foot frontage of the premises and also such a proportion as the Company's Surveyor for the time being shall assess of the expense of repairing and maintaining the said Morton Road until the same shall be handed over to the Local Authority. Such assessment shall be made with due regard to the relative frontage of the premises as compared with other plots in the same road and such assessment shall be final and binding on all parties.

7. Gravel, etc. The Purchaser shall not excavate for sand chalk gravel clay or any substance or material of any kind whatsoever upon the premises except for the purpose of building thereon and no such excavation shall be made so as in any way to affect the foundations of the buildings or walls built ~~on~~ or to be built on any adjoining land. No bricks pipes drains earth or clay shall be baked or burned upon the premises nor any sale of building material to be held thereon.

8. Rights Reserved. The Company reserves the free passage and running of water ^{and gas} and soil to and from all parts of the estate at Horsell aforesaid with power to enter construct establish lay and repair drains and watercourses making good all damage incurred thereby and also all right of light air and support in respect of all portions of the Estate. The Company also reserves the right to alter modify release or dispense with the stipulations and plottings upon all parts of the Estate and of otherwise dealing with the said Estate as the Company shall in its uncontrolled discretion think fit.

THE SECOND SCHEDULE above referred to

6th Novr 1880 An Indenture of Conveyance so dated and made between Richard Searle and Henry Edwards Paine of the first part Richard Bretwell of the second part and the Reverend John Beck of the third part.

25th April 1901 An Indenture of Conveyance so dated and made between the Reverend Norman Pares George ~~and~~ Pares and George

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Edgar Greer of the one part and The Horsell Land Company Limited
of the other part

20th May 1904 Equitable Charge so dated by The Horsell Land Company Limited in
favour of the London and South Western Bank Limited

22nd December 1913 An Indenture of Mortgage so dated and made between The Horsell
Land Company Limited of the one part and the London and South
Western Bank Limited of the other part

24th March 1914 An Indenture of Transfer of Mortgage (endorsed upon the said
Mortgage dated Twenty second December One thousand nine hundred
and thirteen) and made between the London and South Western Bank
Limited of the one part and Edward Bond and Alfred Hoare of the
other part.

THE THIRD SCHEDULE before referred to

3rd Decr 1912 Appointment by John Bond of Thomas Wilkinson as Receiver of
property charged by Debentures issued by the Horsell Land Company
Limited

THE SEAL OF The Horsell Land Company
Limited was hereunto affixed in the
presence of:-

SEAL of Horsell Land
Co. Ltd

Edward Bond
Director

J. Wilkinson
Secretary

SIGNED SEALED AND DELIVERED by the
above named Edward Bond in the
presence of

Edward Bond (L.S.)

Sarah E Waste
43 Thurloe Square
Domestic Servant

SIGNED SEALED AND DELIVERED by the
above named Alfred Hoare in the
presence of:

A. Hoare (L.S.)

H. Hoare
Barber
37 Fleet Street, E.C.4.

SIGNED SEALED AND DELIVERED by the
above named Thomas Wilkinson in the
presence of:-

T. Wilkinson (L.S.)

Henry Bourdillon,
27 Chancery Lane,
W.C. 2.
his Clerk

SIGNED SEALED AND DELIVERED by the
above named George Statham in the
presence of

George Statham (L.S.)

Joseph Hannington,
Singleside, Russell Road,
Horsell.
Market Gardener.