

Dated 5th January 192~~4~~⁵

Mr. E. Ricks
to
Mr. C. M. Michie

Conveyance of
Land situate at Kingfield
Woking, Surrey.

⊕

HERITAGE WALKS ARCHIVE DOCUMENT



This Indenture

made the fifth day of January One

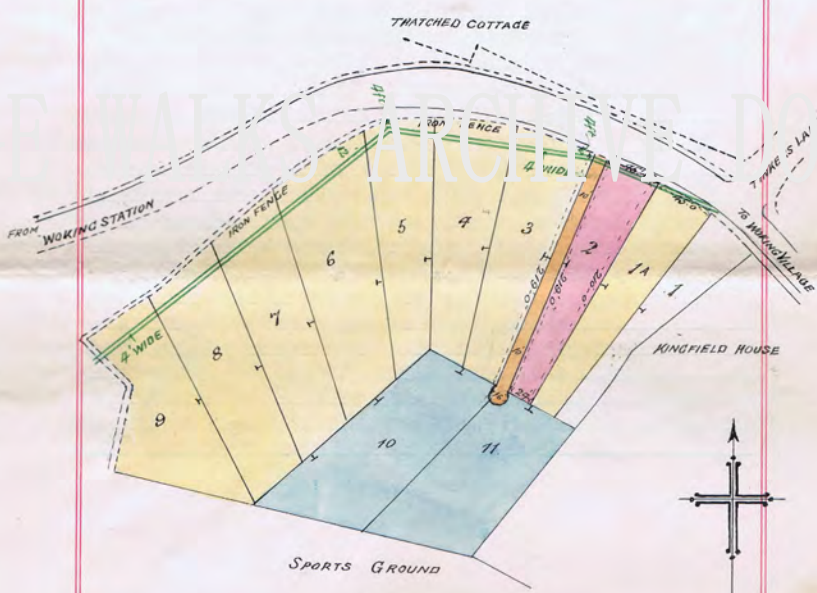
thousand nine hundred and twenty ~~one~~ **between** Evelyn Ricks of Sussex Kingfield Woking in the County of Surrey Builder (hereinafter called the Vendor) of the one part and Mc Ritchie Crichton Michie commonly called Crichton Mc Ritchie Michie of 38 Westfield Road Woking of record Schoolmaster (hereinafter called the Purchaser) of the other part

£1-
C
U
r
-

Whereas the Vendor is seized in fee simple in possession free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Purchaser for the like estate in possession free from incumbrances at the price of Ninety pounds

Now this Indenture Witnesseth that in pursuance of the said Agreement and in consideration of the sum of Ninety Pounds on or before the execution of these presents paid by the Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser

All that piece or parcel of land near Kingfield House situate in the Parish of Woking in the County of Surrey abutting upon the road leading from Woking Station to Woking Village on a towards the North and having a frontage thereof of fifty



HERITAGE WALKING ARCHITECTURE DOCUMENT

five feet a depth in or towards the East of two hundred and ten feet, or towards the West of two hundred and nineteen feet and a width at the rear of twenty four feet (be the said several admeasurements little more or less) which piece of land hereby conveyed is now staked out and (be the dimensions little more or less) is particularly delineated and described in the plan drawn hereon and thereon coloured Pink Together with full right and liberty for the Purchaser his heirs and assigns the owners and occupiers for the time being of the hereditaments thereby conveyed or any part thereof (in common with the Vendor and all persons who have or may hereafter have the like right) at all times hereafter by day or by night and for all purposes with or without horses carts carriages motor cars or other vehicles laden or unladen to go pass and repass along or and upon the carriage way coloured brown on the said plan Together with the free and uninterrupted passage and running of water and soil gas and electricity from and to the property hereby conveyed through the water mains sewers drains gas pipes electric wires or cables and inspection chambers which are now or may hereafter be in or under the carriage way coloured brown on the said plan or in or under the strips of land four feet wide through those parts of the hereditaments coloured yellow on the said plan between the lines coloured green on the said plan Together with full right and liberty for the Purchaser his heirs and assigns or any person or persons authorised by him or them with workmen and others from time to time to enter upon the said hereditaments coloured brown and yellow on the said plan to construct and lay such water mains sewers drains gas pipes electric wires or cables and inspection chambers in or under the carriage way coloured brown on the said plan or in or under the said strips of land coloured yellow between the lines coloured green on the said plan and to dig for and examine the said water mains sewers drains gas pipes electric wires or cables and inspection chambers and to execute effect and do all necessary alterations and repairs thereto or renewals thereof when and as often as occasion shall be or require giving nevertheless to the Vendor his heirs or assigns or other the owner or owners for the time being of the said hereditaments upon which he or they propose to enter or to his or their tenants for the time being reasonable notice previous to such entry of the object and purpose of the same and making to the Vendor his heirs or

assigns or to such owner or owners and tenants as aforesaid full compensation for all damage which may be done to his or their land or growing crops thereon by reason of the execution of any of the liberties hereinbefore contained (Except and Reserving nevertheless unto the Vendor his heirs and assigns or other the owner or owners for the time being of the several hereditaments coloured yellow and blue in the said plan the free and uninterrupted passage and running of water and coal gas and electricity from and to the said several hereditaments respectively through the water mains sewers drains gas pipes electric wires or cables and inspection chambers which are now or may hereafter be in or under the strip of land four feet wide through that part of the property hereby conveyed between the lines coloured green on the said plan together with full right and liberty for the Vendor his heirs or assigns or other the owner or owners for the time being of the said several hereditaments coloured yellow and blue on the said plan and all persons authorised by him or them with workmen and others from time to time to enter upon the land hereby conveyed to construct and lay such water mains sewers drains gas pipes electric wires or cables and inspection chambers in or under the said strip of land four feet wide through that part of the property hereby conveyed between the lines coloured green on the said plan and to dig for and examine the said water mains sewers drains gas pipes electric wires or cables and inspection chambers and to execute or cause and do all necessary alterations and repairs thereto or renewals thereof when and as often as occasion shall be or require giving nevertheless to the Purchaser his heirs or assigns or other the owner or owners for the time being of the land hereby conveyed and to his or their tenants for the time being reasonable notice previous to such entry of the object and purpose of the same and making to the Purchaser his heirs or assigns or to such owner or owners and tenants as aforesaid full compensation for all damage which may be done to his or their land or growing crops thereon by reason of the execution of any of the liberties hereinbefore contained) To hold the same (except as aforesaid) unto and to the use of the purchaser in fee simple And the Purchaser for himself his heirs and assigns hereby covenants with the Vendor his heirs and assigns or other the owner or owners for the time being of the plot marked 11 on the said plan that he the Purchaser his heirs or assigns owner or owners for the

time being of the land hereby conveyed will pay to the Vendor or other the owner or owners for the time being of the the said Plot marked 11 on the said plan one fourth of the expenses incurred by him or them from time to time in keeping the said carriage way coloured brown on the said plan in a reasonable state of repair after the said carriage way has first been put into a reasonable state of repair - And if any dispute shall arise between the owners or occupiers of Plots 10, 11, 2, and 3 on the said plan, or any of them as to whether the said carriage way is in a reasonable state of repair, or as to the expenses incurred in keeping the said carriage way in a reasonable state of repair the same shall be referred to arbitration And the Purchaser for himself his heirs and assigns hereby further covenants with the Vendor his heirs and assigns that he the Purchaser his heirs and assigns will observe and perform the Covenants and stipulations set out in the first Schedule hereto And the Vendor hereby acknowledges the right of the Purchaser to production and delivery of copies of the documents mentioned in the Second Schedule hereto and hereby undertakes for the safe custody thereof **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Sixth Schedule above referred to.

- (1) That no boarding or similar structure shall at any time be erected or placed on the premises hereby conveyed so as in any manner to obstruct or interfere with the access of light and air to any windows or openings belonging to the buildings erected or to be erected on the adjoining properties on the South East and West sides of the property hereby conveyed.
- (2) To maintain a hedge or fence not exceeding six feet in height on the West side of the land hereby conveyed which is marked T within the boundary line on the plan drawn hereon.
- (3) That the said land and any premises erected thereon shall be used as and for a private or professional residence only.
- (4) That no building or structures shall at any time be erected over or upon the said strip of land between the lines coloured green upon the said plan.
- (5) The Vendor reserves the right to sell any of the adjoining property belonging to him free from the Covenants and stipulations herein contained and subject to such restrictions and stipulations as he

may think fit. Provided that if any adjoining land is sold free from restrictions and stipulations or subject to restrictions and stipulations which enable buildings erected thereon to be used for purposes other than private or professional residential purposes then the restriction contained in Clause 3 of this Schedule shall be modified so as to be in accordance with such amended restrictions and stipulations. -

The Second Schedule above referred to.

26th March 1902 Statutory Declaration by Charles Thomas Tyler

12th April 1902 Indenture of Conveyance made between Emily Louisa Hart and James Whitburn Roy and William Frederick

Hart of the one part and James Whitburn of the other part

14th April 1902 Indenture of Mortgage made between James Whitburn of the one part and John Boulton of the other part

14th February 1903 Indenture of Reconveyance (endorsed on the last Indenture) made between John Boulton of the one part and James Whitburn of the other part. -

11th March 1909 Indenture of Mortgage made between James Whitburn of the 1st part Ernest Rufus Eyre of the 2nd part and Robert Mossop of the 3rd part. -

26th August 1913 Indenture of Transfer of Mortgage made between Ernest Rufus Eyre of the 1st part Robert Mossop of the 2nd part and Mary Sophia Hancock of the 3rd part. -

27th February 1922 Indenture of Reconveyance made between Mary Sophia Hancock of the one part and James Whitburn of the other part. -

29th November 1923 Indenture of Conveyance made between James Whitburn of the one part and the lender of the other part

Signed Sealed and Delivered by the above named Evelyn Riekes in the presence of.

John E. Purcell
Solicitor
Clerk to Mr. Mossop
Solicitor Woking

Evelyn Riekes

M^{rs} Alicia Erickson Riekes

Signed Sealed and Delivered by the above named McPitohie Erickson Mchue in the presence of.

John E. Purcell