

Dated 17<sup>th</sup> June 1950.

London Necropolis  
Company Limited

(to)

Mr. W. H. R. Starfield &  
Mrs. E. J. W. Starfield.

## Conveyance

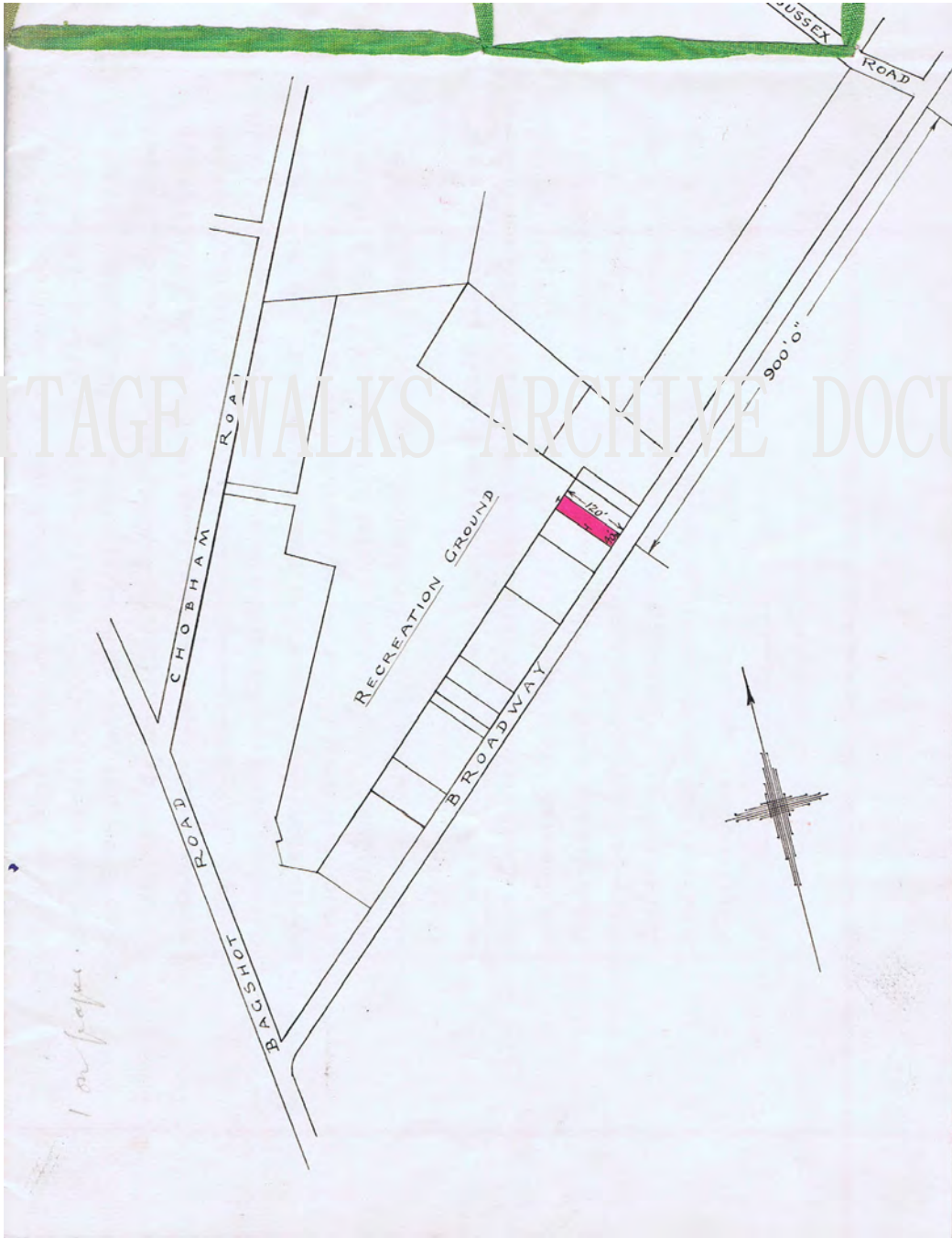
of a piece of freehold land at  
The Broadway Knaphill,  
Woking Surrey



Tilbrook Hurst Lodge  
Woking

HERITAGE WALKS ARCHIVE DOCUMENT

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# This Conveyance

is made the *seventeenth* day of *June* One thousand nine hundred and fifty

**Between** London Necropolis Company Limited (hereinafter called 'the Company') of the one part and William Hedley Robert Harfield (male nurse) and Elsie Irene Olive Harfield (his wife) of 12 Sparwell Road Knaphill Woking Surrey (hereinafter called 'the Purchasers') of the other part.

**Witnesseth** as follows:

1. In consideration of five pounds paid to the Company by the Purchasers on or before the execution of these presents (the receipt whereof the Company hereby acknowledges) the Company who is seized in and in fee simple in possession of the hereditaments hereby assured hereby as beneficial owner conveys unto the Purchasers **And that** piece or parcel of land situate and being at Knaphill Woking in the County of Surrey having a frontage of forty feet or thereabouts to The Broadway and a depth of one hundred and twenty feet or thereabouts and containing seventeen poles or thereabouts which said piece or parcel of land was formerly part of the waste or common land called or known by the name of Woking Common and is for the purpose of identification delineated in the map or plan drawn upon these presents and therein coloured red **To hold** the same unto the Purchasers in fee simple.

2. **And** For the benefit and protection of the Company's adjoining land or any part or parts thereof the Purchasers do hereby for themselves their successors in title executors administrators and assigns jointly and severally covenant with the Company its successors and assigns and with the intent that the covenants hereinafter contained shall be binding on the said land and property hereby conveyed into whosoever hands the same come but not so as to be liable in damages for any breach of covenants happening after they shall have parted with their interest therein that they will observe and perform the covenants conditions restrictions and stipulations contained in the Schedule hereto so far as the same relate to the premises hereby conveyed. **B**

3. The Purchasers hereby declare as follows:  
(a) The Purchasers shall hold the said property upon trust

Registered as a first charge class D(1) against Mr. Harfield under reference No 35139 and against Mrs. Harfield under reference No 35140 on 30th June 1950.

to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and the net rents and profits thereof until sale upon trust for themselves as joint tenants.

(d) Until the expiration of twenty one years from the death of the survivor of the Purchasers the trustees for the time being of this deed shall have power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner.

4. The Company hereby acknowledges the right of the Purchasers to production of a certain Indenture dated the fourteenth day of October One thousand eight hundred and fifty four and made between Robert Derby and the Reverend Charles Bradshaw Bowles of the first part the Right Honourable Arthur George Earl of Uxlow of the second part the Honourable Arthur George Uxlow commonly called Viscount Cranley of the third part the Honourable Mary Augusta Uxlow commonly called Lady Mary Augusta Uxlow of the fourth part Sir John Henry Southey Baronet George Hudgee the Honourable Thomas Cranley Uxlow and the Honourable Mainwaring Collier Uxlow of the fifth part and the Company of the sixth part and of a certain Deed Poll dated the twenty seventh day of April One thousand eight hundred and fifty six under the seal of the Company vesting in the Company the waste and common land in the Parish of Woking discharged from commonable and other rights and lastly of a certain Certificate dated the ninth day of August One thousand eight hundred and fifty six signed by order of the Lords Committee of Privy Council for Trade by James Booth Secretary of the said Committee and to delivery of copies of the said Deeds and Documents and hereby undertakes for the safe custody thereof.

5. 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 Purchasers have hereunto set their hands and seals the day and year first above written.

**The Schedule** above referred to.

1. The Purchasers shall erect forthwith to the satisfaction of

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the Company's Surveyor and for ever after maintain good and substantial boundary walls or fences to the land hereby conveyed on the sides thereof marked "T" within the boundary lines on the said plan such walls or fences to be not less than four feet nor more than six feet in height.

2. Without the Company's consent in writing no building shall be erected within fifteen feet of any adjacent road or footpath and no house erected on the said land shall be of less prime cost than five thousand pounds exclusive of other outbuildings. The prime cost of such house shall be deemed to be the net first costs of the materials and labour involved in its construction exclusive of the cost of detached outhouses conservatories fences and other appurtenances. No house except a private dwelling house (with or without necessary outbuildings) shall be erected on the said land nor shall any trade business or manufacture be carried on upon the said land or any building thereon.

3. No hoarding or other erection shall at any time be erected or placed or suffered to be upon any part of the property for the purpose of exhibiting any advertisement or notice other than such as relate to the selling or letting of the property and no advertisement or notice other than as aforesaid shall at any time be affixed to or exhibited upon any part of the property.

4. No hut shed caravan 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 upon the said land and the Company may remove and dispose of any such erection or other thing and for that purpose may enter upon the said land upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or damage thereto.

Neither the said land nor any building thereon shall be used for the reception of insane persons or inebriates or for any noisy noxious or offensive purpose whatsoever nor shall anything be done or permitted upon any part of the said land or any building thereon which shall be or become a nuisance or annoyance to the Company or the owners or occupiers of any of the neighbouring property.

5. No building or other erection shall be put upon the said land until the site plans and elevations thereof shall have been approved in writing by the Company or its Surveyor but notice shall be charged for such approval. No

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water closet or privy which shall be detached from the house shall be erected on the said land and no cesspool shall be made within fifty feet of any road. No part of the said land shall be used for a road footpath or approach to or from any land or house outside the land of the Company. No land until built upon shall be used for any other purpose than as garden ground or for growing crops.

6. The Purchasers shall for ever hereafter pay a share (to be ascertained and in case of dispute settled by the Surveyor for the time being of the Company whose decision shall be final and binding on the Purchasers) of the expense of repairing and maintaining hereafter the roads footpaths sewers drains and water courses (including any that shall hereafter be made) used or to be used in common by the occupiers of the hereditaments and premises hereby conveyed with the occupiers of the adjoining land until the same shall be taken over by the proper local Authority.

The Purchasers shall not have any right of easement into under or over any land outside the land hereby conveyed.

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

8. The Company reserves to itself its successors and assigns the right of altering or of consenting to alterations of or releasing any of the conditions or stipulations in respect of any of the Company's land all of which conditions and stipulations are subject to the rules bye laws and regulations for the time being of the local Public Authority.

9. If any question or difference shall arise between the Purchasers and the owner or occupier of any land adjoining the land hereby conveyed or between the Company and the Purchasers as to the boundaries of any land the same shall be determined by the Surveyor for the time being of the Company its successors and assigns whose decision shall be final and binding on the Purchasers.

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The seal  
of Hedley  
Hedley &  
C<sup>o</sup> Limited  
in the presence

Signed  
by the above  
Hedley &  
C<sup>o</sup> Limited  
in the presence

The seal of the London  
Microphotis Company  
Limited was hereunto affixed  
in the presence of:-

*Eerald B. Carr* } Directors  
*Harold Reynolds* }  
*Albion* } Secretary



Signed, sealed and delivered } William Hedley Robert Harfield.  
by the above named William }  
Hedley Robert Harfield and }  
Elsie Irene Olive Harfield }  
in the presence of }  
Elsie Irene Olive Harfield.

Thomas Samuel William Jones  
34 Ches Avenue,  
Westfield,  
Woking, Surrey.  
Machine & Press Operator

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