

1902: Abstract of the Title of **Mr Frederick John Bridger** to freehold hereditaments situate at Horsell in the County of Surrey part of the Wheatsheaf Estate

1<sup>st</sup> December 1685 By Indenture of Lease of this date made between **Denzell Onslow of Pirford in the County of Surry Esq Lord of the Manor of Pirford in the said County** of the one part and **John Howe the Younger of Horsell in the County of Surrey Husbandman** of the other part

It was witnessed that as well for and in coñson of the sum of £5-7-6 for a fine or income to the said D Onslow paid by the said J Howe (the rec<sup>t</sup> acknowledged) in coñson of the yearly rent thereby reserved & of the cov<sup>t</sup> & Agree<sup>t</sup> this comprised coul<sup>d</sup> and on the Lessees part to be paid done & performed The said D Onslow as Lord of s<sup>d</sup> Manor of Pirford as much as in him lay had demised leased and farm let and did by abstracting presents demise lease and farm let unto the s<sup>d</sup> J Howe

All that Cottage or tenement with the appurts situate standing and being on Horsell Common within the Manor in the County of Surrey

And also one piece of land theretofore enclosed out of the Common or waste of the Manor afs<sup>d</sup> cont by estimation 1 acre be the same more or less then in the occupation of the said J Howe or his assigns situate & lying in the Parish of Horsell in s<sup>d</sup> County and on the South side of the London Road

And also all the appurts

To have & to hold the same Cottage & ten<sup>t</sup> piece of land & premēs thereby leased & demised with the appurts unto him the said J Howe his exors & admors & ass<sup>s</sup> from the feast day of St Michael the Archangel then last past before the date of the now abstracting iñdre for during and untill the full end & term of 1000 years from thence next ensuing and fully to be completed and ended.

Yielding & paying therefor yearly & every year during the term thereby granted unto the said D Onslow his heirs & ass<sup>s</sup> the yearly rent or payment of 5/- at the feasts of the Annunciation of our Lady Mary the Blessed Virgin & of Michael the Archangel even and equal portions yearly to be paid

Covenants by sd J Howe for himself his heirs exors admors & ass<sup>s</sup> to and with said D Onslow his heirs & ass<sup>s</sup> for payment of Rent.

For payment of rates & taxes together with 2/- yearly for every chimney hearth on the thereby demised premises and to indemnify said D Onslow from the payment thereof

For repairing the said premises

For bringing up a puppy Dog without satisfaction to be given therefor

Covenant by the said D Onslow for himself his heirs exors & admors with the said J Howe his heirs exors admors & ass<sup>s</sup>

For quiet enjoyment

Executed by D Onslow & attested by two witnesses

29<sup>th</sup> September 1790 By Indre of this date made between **Arthur Harding of Laleham in County of Middlesex Baker** and **James Fladgate of Chobham in the County of Surrey Yeoman** of the 1<sup>st</sup> part **Henry Roake of Woking in the sd County of Surry Yeoman** of the second part and **Thomas Whitburn of Dodswell Send Surry Yeoman** of the 3<sup>rd</sup> part.

Reciting hereinbefore abstracted Indre of Lease (therein stated to be dated 1<sup>st</sup> Dec 1686)

And reciting that by Indre dated 26<sup>th</sup> March 1734 made between **J Howe** Administrator of the Goods & Chattels of John Howe his late father deced of one part and **Charles Barefoot** of the other part after reciting that the said J Howe the Father was then dead intestate & that Administration of his Goods & Chattels on 5<sup>th</sup> April then inst was duly granted by the Bishop of Winchester to said J Howe the Son who had agreed to sell the said premises to Cha.s Barefoot It was witnessed that in conson of £126 to him the said J Howe the Son paid by said Cha.s Barefoot He said J Howe the Son did bargain sell assign transfer & set over unto sd C Barefoot his exors & ass<sup>s</sup> All & singular the heredit hereinbefore described and all the Estate &c To hold unto said Cha.s Barefoot his exors ads & ass<sup>s</sup> for the remainder of the said term of 1000 years in and by sd recited Indre of Demise therein granted as aforesaid as were then to come & unexpired under the rent covenants & agree<sup>ts</sup> in & by the said recited Indre of Demise reserved and cont.d

And reciting that by an Indre dated 10<sup>th</sup> June 1737 & made between said C Barefoot of one part & **John Lipscombe** of the other part It was witnessed that in conson of the sum of £135-10-0 by sd J Lipscombe unto said C Barefoot paid He said C Barefoot did bargain sell assign transfer & set over unto sd J Lipscombe his exors ads & ass<sup>s</sup> All & singular the heredit thereinbe described To hold unto the said J Lipscombe for all the rest residue & remainder of sd term of 1000 years then to come & unexpired

And reciting that the sd J Lipscombe by his last Will dated 12<sup>th</sup> Jany 1768 gave & bequeathed unto his daughter **Ann Lipscombe** All those his two leasehold messes or tenements lands & premises thereto belonging situate in Horsell aforesaid one whereof was in his own possession & other in the possession of **John Sherwood** To hold unto his said daughter Ann Lipscombe for & during the term of Natural life and after her decease he gave & bequeathed the said messuages lands & premises unto his Son **James Lipscombe** his heirs exors ads & ass<sup>s</sup> for & during ... *[appears a line was overlooked when this abstract was made]* ...all his the sd Testators Estate & interest therein subject to the Quit Rent due to the Lord of the fee thereof & also subject to the payment of the sum of £30 unto his the sd Testators Son **Rich.d Lipscombe** & sum of £5 unto his Dau.r **Mary Underwood** the Wife of **John Underwood** which he gave & bequeathed unto them at the decease of his said Dau.r Ann Also all the rest & residue of his Goods and chattels rights & credits real & personal Estate he said Testator gave and bequed unto his the sd Testator's Son James his heirs & assigns and did thereby make hin Exor of that his Will.

And reciting that said J Lipscombe soon after departed this life without altering or revoking the said Will and the said James Lipscombe on the 16<sup>th</sup> April 1772 duly proved the said Will in the Court of the Archdeacon of Surrey.

And reciting that by an Indre dated the 25<sup>th</sup> March 1772 & made between the said J Lipscombe of the one part & **Wm Brooke** of the other part in conson of £80 by sd Wm Brooke unto sd J Lipscombe paid he sd Ja.s Lipscombe did bargain sell assign transfer & set over unto sd Wm Brooke his exs ads & ass<sup>s</sup> All & singular the heredit hereinbefore described To hold unto said Wm Brooke for all the rest residue and rem.<sup>t</sup> of the said term of 1000 years therein then to come & unexpired subject nevertheless to the pay.<sup>t</sup> or perform.<sup>cc</sup> of the rent or rents costs condons & agreements in sd Indre of Demise & Lease reserved & cont. All & singular the heredit hereinbefore described To hold unto said Wm Brooke for all the rest residue and rem.<sup>t</sup> of the said term of 1000

years therein then to come & unexpired subject nevertheless to the pay.<sup>t</sup> or perform.<sup>ce</sup> of the rent or rents costs condons & agreements in sd Indre of Demise & Lease reserved & cont.<sup>d</sup> And also subject to the proviso for redemption then cont.<sup>d</sup> And also subject to the proviso for redemption then cont.<sup>d</sup>

And reciting that by an Indre dated the 29<sup>th</sup> Oct 1773 & made between the sd Ja.s Lipscombe of the one part & **Ja.s Roake** of the other part Reciting Indre dated 10<sup>th</sup> June 1737 After reciting that the said Ann Lipscombe was dead It was witnessed that in conson of £83-13-4 by sd J Roake to the said J Lipscombe paid he the sd J Lipscombe did bargain sell transfer assign & set over unto sd J Roake his exors ads & ass<sup>s</sup> All & singular the heredit thereinbefore described To hold unto sd J Roake his exors ads & ass<sup>s</sup> & during the rest residue & remainder of the said term of 1000 years by the said recited Indre of Demise granted

And reciting that by Indorsement made on the hereinbefore recited Indre of 26<sup>th</sup> March 1772 dated 2<sup>nd</sup> Nov 1773 After reciting that the therein named Wm Brooke was dead having made his Will and therein appointed **Rich.d Smith Bartholomew Bumbridge & John Watson** executors who had since duly proved the same in the prerogative Court of the Archbishop of Canterbury And reciting death of said J Roake intestate & thereupon Letters of Admon of the Goods chattels & credits of the said J Roake were on the 9<sup>th</sup> May 1785 granted by the Prerogative Court of the Archbishop of Canterbury to **Jo.s Roak John Roak & Rich.d Roake**

And reciting that by an Indre dated the 11<sup>th</sup> Oct 1785 & made between sd Joseph Roak John Roak & Rich.d Roak of the one part and **Henry Roak** of the other part It was witnessed that in conson of £205-16-0 to sd Joseph Roak John Roak & Richard Roak paid by said Henry Roak they said Joseph Roak John Roak & Rich.d Roak did bargain sell assign transfer & set over unto the said Henry Roak his exors & c All and singular the heredit thereinbefore described To hold unto sd Hy Roak his exors ads & ass<sup>s</sup> from henceforth for & during all the rest residue & rem.<sup>r</sup> of the said term of 1000 years.

And reciting that by an Indre dated the 17<sup>th</sup> Jan<sup>y</sup> 1786 & made between said Henry Roak of one part and **Henry Vincent** of the other It was witnessed that in conson of £100 to the sd Henry Roak paid by said Henry Vincent he said Henry Roak did bargain sell assign transfer & set over unto sd Henry Vincent his exors ads & ass<sup>s</sup> during all the rest residue & remainder of sd term of 1000 years undewr & subject to the rent & coven.<sup>t</sup> in & by the said recited Indre of Lease reserved & cont.<sup>d</sup> subject to a proviso for redemption therein cont.<sup>d</sup>

And reciting the death of the said Henry Vincent having first made his Will dated the 9<sup>th</sup> Dec 1789 & thereof appointed the said Arthur Harding & Ja.s Fladgate Executors and proof of said Will

And reciting that the said principal sum of £100 was still due & owing to said Arthur Harding Jas Fladgate as the Exors of the last Will & Testa.t of sd Hy Vincent upon said recited security but all int.t for the same had been paid to the day of date thereof

And reciting Agreement for sale of said heredit at sum of £170 out of which it had been agreed by all parties to abstracting presents that sd sum of £100 so remaining due to them sd A Harding & J Fladgate as Exors of sd Will of sd Henry Vincent upon sd recited security sho.d be paid & discharged.

It was witnessed that in conson of £100 at & by the diron of said Henry Roak testified &c to sd A Harding & J Fladgate paid by said Tho.s Whitburn in full satisfaction & discharge of the money due to them upon or by virtue of a recited Indre of the 17<sup>th</sup> Jany 1786 as they the sd A Harding & J Fladgate did thereby acknldge And also in conson of £70 to said Henry Roak paid by said T Whitburn (the rec.t acknd) they the said A Harding & J Fladgate had bargained sold ass.d transferred & set over & by abstd & Indre at & by the diron & appointment of sd Henry Roak did bargain sell assign transfer & set over And the said Henry Roak had bargained sold assigned transf.d and set over ratified & confirmed & by now abstd & Indre did bargain sell assign transfer set over ratify & confirm unto said Tho.s Whitburn his exors ads & Asss

All that the afs.d Cottage or tenement And also the said parcel of land enclosed as afs.d and all erections buildings sheds out houses & appurts whatsoever unto the sd thereby assigned premes or any part thereof belonging or in anywise appertaining

And all the appurts

And all the Estate

And all Deeds

To have & to hold unto sd T Whitburn his exors ads & Asss from the day of the date of abstracting presents for & during all the rest residue & remainder of sd term of 1000 in & by sd recited Indre of Lease granted freed & discharged of & from the proviso for redemption of sd premises in the Indre thereinbefore lastly recited cont.d and of and from all equity thereupon or by virtue thereof or otherwise howsoever But subject nevertheless to the payment of the rent and to the performance of the covenants in & by the said recited Indre of Lease on the part of the lessee his exors ads & asss from henceforth to be paid kept done and performed

Cov.t by sd Henry Roak

That sd Indre of Lease was a good & subsisting Lease & that they the said A Harding & J Fladgate and Henry Roak had good right to assign

For quiet enjoyment

Free from incumbrs

For further Assurance

Cov.t by sd A Harding & J Fladgate that they had not incumbered

Exec.d by Arthur Harding & J Fladgate & Henry Roak & attested by two witnesses as to each

Rec.t for £100 endorsed signed by Arthur Harding & J Fladgate & witnessed by 2 witnesses Receipt for £270 endorsed signed by Henry Roak witnessed by 2 witnesses.

24<sup>th</sup> November 1806 By his Will of this date said Tho.s Whitburn gave devised & bequed unto his Wife **Sarah** & her asss for & during the term of her natural life (inter alia) All those his two leasehold messes or tenements gardens & piece or parcel of land with the appurts situate lying and being in the parish of Horsell in the County of Surrey which he purchased of Henry Roak & then in the sevl occupations of himself **Chas Grove & Joseph Cannon** And from & immediately after decease he gave devised and bequeathed unto **Sarah Chennell & Ann Chennell** nieces of his sd Wife & daughters of his sd Wife's sister **Mary Christmas Widow**

All those his said two leasehold messes or ten.ts gardens & piece or parcel of land & the Tithes theof with the appurts situate lying

& being in the Parish of Horsell afsd which he purchased of the  
sd Henry Roak  
To hold the same unto the said Sarah Chennell & Ann Chennell for and  
during all the remainder of his term & Interest therein equally to be  
divided between them in common & not as joint tenants and to their  
respective exors ads & Asss to & for their own use and benefit.  
And sd Testator appointed his Wife Executrix of his said Will  
Signed by sd Testator & attested.

18-- Testator died.

29<sup>th</sup> April 1808 Said Will proved by said Sarah Whitburn in Prerogative Court of Canterbury.

2<sup>nd</sup> August 1851 By Deed Poll of this date under the hands and seals of S Whitburn **James Rogers & Jane Mumford** & duly confirmed by Tithe Comm.rs for England & Wales on 17<sup>th</sup> Sept 1851 the Tithes or Rent charge in lieu thereof issuing out of or payable in respect of the entirety of the hereditis thus desed were (inter alia) merged & extinguished in the freehold and inheritance of lands in respect of which the said Tithes were theretofore payable

5<sup>th</sup> November 1857 Said Sarah Whitburn died.

26<sup>th</sup> Jany 1820 The sd Ann Chennell then the Wife of Henry Cobbett died this day intestate.

29<sup>th</sup> Oct 1841 Letters of Admon of the personal Estate of sd A Cobbett granted this day to sd Henry Cobbett by the Prerogative Court of Canterbury.

21<sup>st</sup> March 1842 The sd Henry Cobbett died intestate leaving **Henry Cobbett & Carmie Cobbett** his only children & next of kin him surviving.

9<sup>th</sup> April 1844 Letters of Admon of Personal Estate of sd Henry Cobbett granted by Prerogive Court of Canterbury to sd H Cobbett & Carrie Cobbett.

27<sup>th</sup> April 1836 The said Sarah Chennell then the Wife of Wm Daborn died this day intestate.

5<sup>th</sup> May 1852 Letters of Admon of the personal Estate of sd S Daborn granted this day to sd W Daborn by the Prerogative Court of Canterbury.

7<sup>th</sup> Oct 1853 By Indre of this date between said William Daborn of the one part and Henry Cobbett & Carrie Cobbett both of the parish of Horsell in sd County of Surrey Nurseryman of other part.

Reciting hereinbefore Abstd Indre of Lease

Also reciting that by divers mesne Assignments & acts in the law & ultimately by the before abstd Indre 29<sup>th</sup> Sept 1790 the premises comprised in sd Indre of Lease became vested in the said Tho.s Whitburn for the residue of sd term of 1000 yrs

And reciting hereinbe abstd Will of T Whitburn his death & proof of his sd Will

And reciting hereinbe abstd Deed Poll of 2<sup>nd</sup> Aug 1851

And reciting Sarah Whitburn died 5<sup>th</sup> Nov 1851

And reciting that said S Chennell became the Wife of the said Wm Daborn and died on or about the 27<sup>th</sup> April 1836 but no settl.t or Agree.t for a Settle.t was made on sd Marriage of int.t in sd leasehold premises to which sd S Daborn became entitled under sd Will of sd T Whitburn

And reciting that Letters of Admon of the Goods & chattels rights & credits of sd Wm Daborn were on or about the 5<sup>th</sup> May 1852 granted to her husband said Wm Daborn by the Prerogative Court of Canterbury.

And reciting Agreement for Sale for £150.

It was witnessed that in pursuance of sd Agree.t & in conson of £150 to sd Wm Daborn paid by sd Henry Cobbett & Carmi Cobbett the rec.t &c the sd Wm Daborn had assigned by abst & presents did assign unto sd H Cobbett & C Cobbett

All that the undivided moiety of & in all that the sd Cottage or ten.t with the appurts of the said parcel of land theretofore enclosed out of the waste as afs.d And all erections buildings sheds outhouses & appurts whatsoever to the said premises or any part thereof belong or in anywise appertaining & comp.d in and demised by sd Indre of 1<sup>st</sup> Dec 1686 or expressed or intended so to be & by the said thereinbe in part recited Will of said T Whitburn deceased bequed to the said S Daborn and Ann Chennell after the decease of the said S Whitburn as thereinbefore cited

Together with the appurts

And all the Estate &c

To have & to hold the same unto the sd Hy Cobbett & C Cobbett their exors ads & asss from thenceforth in equal shares as tenants in Common for the residue then to come of said term of 1000 years granted by the sd Indre of 1<sup>st</sup> Dec 1686 at the rent & under & subject to the condons & Agree.t by & in same Indre reserved & cont.d & from & after the 29<sup>th</sup> Sept then last on the part of the Lessee his exors ads & asss to be paid observed & performed

Cov.t by sd Wm Daborn

That said Lease was good & effectual

That he had good right to convey

For quiet enjoyment

Free from Incumbrs

For further Assurce

Executed by all parties & attested

Rec.t for £150 endorsed signed & witnessed

16<sup>th</sup> Dec 1869 Said Carmi Cobbett died this day intestate.

23<sup>rd</sup> July 1870 Letters of Admon of personal Estate of sd Carmi Cobbett granted this day to **Eliza Cobbett** his Widow by the principal Probate Registry.

2<sup>nd</sup> Sept 1870 By Indre of this date made between **Henry Cobbett of Horsell Surrey Nurseryman** of the 1<sup>st</sup> part **Henry Ottaway of No Wilmot Street Russell Square Mdx Painter, Glazier** and **Mary Ann his Wife** of the 2<sup>nd</sup> part **Alice Cobbett of Horsell Afs.d Spinster** of 3<sup>rd</sup> part **James Cobbett of Horsell afs.d Nurseryman** of the 4<sup>th</sup> part **Eliza Charlotte Cobbett of Horsell afs.d Spinster** (therein.r call Eliza Cobbett) of the 5<sup>th</sup> part and the said Eliza Cobbett Widow of the 6<sup>th</sup> part.

Reciting Death of Carmi Cobbett as before abstd leaving the said E Cobbett his widow & five children & no more surviving him namely the said Henry Cobbett Mary Ann Ottaway, A Cobbett, J Cobbett, & E Cobbett party thereto of the 5<sup>th</sup> part

Also reciting that all said intestate's children had attained the age of 21 years except the said E Cobbett party thereto of the 5<sup>th</sup> part who would attain such age on the 31<sup>st</sup> day of Oct then next & it was proposed & intended that sd E Cobbett sho.d immediately after attaining such age execute now abst & Indre for the purpose of satisfying and confirming the arranget thereunder made

And reciting that the whole of the said personal Estate & effects of said Carmi Cobbett decd the particulars of which were set forth in the 1<sup>st</sup> Schedule thereunder written had with the consent & by the diron of the parties thereto been valued by **Mr George Drury of Guildford Auctioneer & Valuer** & such valuation amounted to the sum of £2232-3-7

And reciting that the said intestate for many years previous to his death carried on the business of a Nurseryman in Copartnership with Henry Cobbett a brother of Intestate & that the whole of his Estate with the exception of certain household furniture & effects consisted of his share of the partnership assets

And reciting that the parties thereto had agreed to accept the vaulation of the said G Drury & after deducting the funeral and Testamentary expenses of the said Testator & the debts owing by the Intestate the net residue amounted to the sum of £2076-19-7 as appeared in the Account set forth in the 2<sup>nd</sup> Schedule thereunder written

And reciting that the said parties thereto were entitled under the Statute for the distribution of the estates of Intestates to the sd sum of £2076-19-7 in the following proportion that was to say Eliza Cobbett the Wido of the Intestate to one third thereof amounting to £692-6-6 the sd Hy Cobbett to 1/5<sup>th</sup> of 2/3<sup>rds</sup> amounting to the sum of £276-18-7 the Hy Ottaway in right of Mary Ann his Wife to 1/5<sup>th</sup> of 2/3<sup>rds</sup> amounting to the sum of £276-18-7 the said A Cobbett to 1/5<sup>th</sup> of 2/3<sup>rds</sup> amtg to the sum of £276-18-7 the said J Cobbett to 1/5<sup>th</sup> of 2/3<sup>rds</sup> amtg to the sum of £276-18-7 & said E Cobbett party thereto of the 5<sup>th</sup> part to 1/5<sup>th</sup> of 2/3<sup>rds</sup> amtg to the sum of £276-18-8

And reciting that it had been mutually agreed between the parties thto that the said E Cobbett the Widow should be at liberty to carry on the partner<sup>p</sup> business of the sd Intestate for her own benefit and for the purpose of enabling her so to do the said parties thereto of the first 4 parts had resply agreed to accept promissory Notes for the payment of the respective shares to be made by the said E Cobbett the Widow for the payment of their respective shares 12 months after date with interest at the rate of £5 per cent per Ann & to executethe release therein cont.d

And reciting that a Promissory Note for the sum of £276-18-8 had been signed & retained by the sd Administratrix in trust for the said E Cobbett party thereto of the 5<sup>th</sup> part until sh sho.d attain the age of 21 years

And reciting that previously to the execution of abst & Indre the said E Cobbett the Widow had handed to the said Hy Cobbett a Promissory Note for the payment of £276-18-7 to the said Hy Ottaway a Promissory Note for the payment of £276-18-7 to the said A Cobbett a Promissory Note for the payment of £276-18-7 to the said J Cobbett a Promissory Note for the payment of £276-18-8

It was witnessed that in pursuance of said Agreements & in consonance of premises they the said H Cobbett H Ottaway & Mary Ann his Wife Alice Cobbett and J Cobbett and the said E Cobbett party thereto of the 5<sup>th</sup> part when she should execute now abst & Indre did & each of them did thereby release acquit exonerate & for ever discharge the said E Cobbett (party of the 6<sup>th</sup> part) her heirs exors & admors lands & tenements goods & chattels of & from the residue of the personal estate of the said Carmi Cobbett dec.d & of and from all & all manner of actions &c (inter alia) whatsoever whether they or any of them had &c against Eliz.th Cobbett for or by reason or on Af<sup>e</sup> of or relative to the estate & effects of the said Intestate or any part or parts thereof or the residue thereof or for reason or on Account of or incidental or connected with the same Intestate's moiety of long leasehold cottages & garden in occupation of Mess.rs Cobbett values £130 & £65 Intestate's moiety of long leasehold cottages & garden in the occupation of Henry Cobbett value £80 - £40 value of Intestate's moiety of long leasehold double tenement valued at £160 £80 value long leasehold small meadow valued at £200 £100

Executed by all parties & attested

Receipt for Promissory Notes subscribed signed & witnessed

7<sup>th</sup> Feby 1872 By his Will of this date the said Henry Cobbett (brother of the sd Carmi Cobbett) after bequeathing certain pecuniary legacies thly devised & bequed all of his real & the residue of his personal estate unto his two nephews the said H Cobbett & J Cobbett their heirs exors & ds Upon trust to sell & stand possessed of the residue of the moneys to arise from such sale after payment of his funeral & testamentary expenses & debts Upon trust for said H Cobbett & J Cobbett M A Ottaway A Cobbett & E C Cobbett in equal shares the shares of the said M A Ottaway A Cobbett E C Cobbett to be for their respective use And the Testator appointed the said H Cobbett & J Cobbett Exors of his said Will

Signed by the said Testator & attested.

22<sup>nd</sup> March 1880 Testator H Cobbett died on this day

14<sup>th</sup> May 1880 Said Will of sd Testator & one Codicil not affecting the residuary gift contd in his said Will were proved on this day in the Principal Probate Registry by said H Cobbett & J Cobbett the Exors thin named.

10<sup>th</sup> November 1880 By Indre of this date made between said Eliza Cobbett (Widow) Henry Cobbett Ja.s Cobbett Mary Ann Ottaway (Widow) Alice Cobbett (Spinster) and Eliza Charlotte Cobbett (Spinster) therein called the Mortgagors of the one part and **John Whitcher of the Bank of England Gentr & John Scotchford Elliot of Pains Hill Guildhill County of Surrey Timber Mercht** therein called the Mortgagees of other part

Reciting (inter alia) the hereinbefore abst.d Indre of Lease of Premises in 2<sup>nd</sup> Sch thereto

And reciting that by divers acts & assurances in the law the said premises described in the 3<sup>rd</sup> Schedule thereto became vested in the sd H Cobbett the Son & Carmi Cobbett in certain shares as between themselves

And reciting death of sd Carmi Cobbett & Grant of admors to his personal Estate as thinbe abst.d

And reciting that by hereinbefore abst.d Indre of the 2<sup>nd</sup> Sept 1870 the personal Estate & effects of said Carmi Cobbett were duly assigned unto sd E Cobbett Widow her exors ads & ass



And reciting Will of said Hy Cobbett his death & proof of his Will as thereinbefore abstracted

And reciting that the Mortgagees had agreed to lend to the Mortgagors the sum of £1500 on having the repayment thereof with interest earned to them in the manner therein expressed

It was witnessed that in consonance of premises as followed

(1) The Mortgagees had on or before the execution &c paid to the Mortgagors the sum of £1500 the receipt &c

(2) Covenant by Mortgagors for payment of principal & interest on a day then past

(3) That Mortgagors according to their respective estates & interests & the said H Cobbett & J Cobbett acting as well in their individual capacities as in the characters of Trustees & Executors of Will of H Cobbett did thereby convey & assign All & singular hereditaments in 1<sup>st</sup> 2<sup>nd</sup> & 3<sup>rd</sup> Schedule thereto unto the Mortgagees to hold the same as to such part as was leasehold unto Mortgagees for residue of term of years for which same were held proviso for redemption Power of Sale & usual Mortgage Clauses

### **The Third Schedule**

All that Cottage or tenement with the appurtenances situate standing and being in Horsell Common within the said Manor of Pyeford or Pirford in the said County of Surrey and also one parcel of land heretofore enclosed out of the Common or Waste of the Manor aforesaid containing by estimation 1 acre be the same more or less formerly in the occupation of John Howe or his assigns situate & being in the said Parish of Horsell in County Surrey & on the South side of London Highway And all other if any the premises comprised in or subject to the said Indenture of Lease of 1<sup>st</sup> Dec 1686

Executed by Mortgagors & attested

Receipt for £1500 endorsed signed & witnessed

18<sup>th</sup> June 1890 By Indenture of this date endorsed on hereinbefore abstracted Indenture of 10<sup>th</sup> Nov 1880 & made between said J Whitcher & J Scothford Elliott (therein called the Transferors) of 1<sup>st</sup> part The Capital & Counties Bank Ltd (therein called the Bank) of the 2<sup>nd</sup> part and John Reid of 37 Threadneedle Street in the City of London Secretary of Bank of 3<sup>rd</sup> part

Reciting that Surrender had been made of the Copyhold hereditaments & premises comprised in before abstracted Indenture

And reciting that the principal sum of £1500 secured by the therein within written Indenture remained owing to the transferors together with £112 for interest thereon up to date thereof

And reciting the Bank had agreed to pay to the transferors the said sums of £1500 & £112 on having such transfer as therein contained

It was witnessed that in pursuance &c & in consonance of £1500 & £112 making together £1612 paid by the Transferors to the Bank receipt acknowledged the Transferors as Mortgagees assigned unto the Bank

All that the said principal sum of £1500 owing on the security of the therein within written Indenture & all interest then due & thenceforth to become due thereon & the full benefit of and right to exercise & enforce all powers & securities for compelling payment of said sum & interest

To have & receive the sum unto the Bank absolutely

And it was further witnessed that in further pursuance &c & for the consonance aforesaid The Transferors as Mortgagees thereby conveyed unto the bank

All & singular the freehold & leasehold lands and premises  
resply granted & assigned by the therein written Indre  
To hold the same as to such of them as were leasehold unto the Bank for  
all the residues then unexpired of the terms of years for which the same  
were resply held subject to such right or equity of Redemption as were  
then subsisting therein in the therein written Indre Agreement &  
Declaration that the said J Reid his heirs & asss sho.d stand seoyed of  
the said Copyhold heredit & premises Upon trust for the Bank & their  
assigns & to be disposed of as the Bnak sho.d direct  
Cov.t by the Transferors that the whole of said sums of £1500 & £112 were  
immediatly prior to the execution thereof owing to them & that no part thereof  
had been paid and discharged  
Duly executed by Transferors & attested

26<sup>th</sup> Nov 1890 By Indre of this date (endorsed on abstracted Indre of 10<sup>th</sup> Nov 1880) made  
between the said Capital & Counties Bank Ltd (thein.r called the Bank) of the 1<sup>st</sup> part  
the sd John Reid of the 2nd part and the said Eliza Cobbett Henry Cobbett James  
Cobbett Mary Ann Ottaway Alice Cobbett & Eliza Charlotte Cobbett of the 3<sup>rd</sup> part &  
Supplemental to the Indre of Transfer endorsed on the therein written Indre dated  
18<sup>th</sup> June 1890

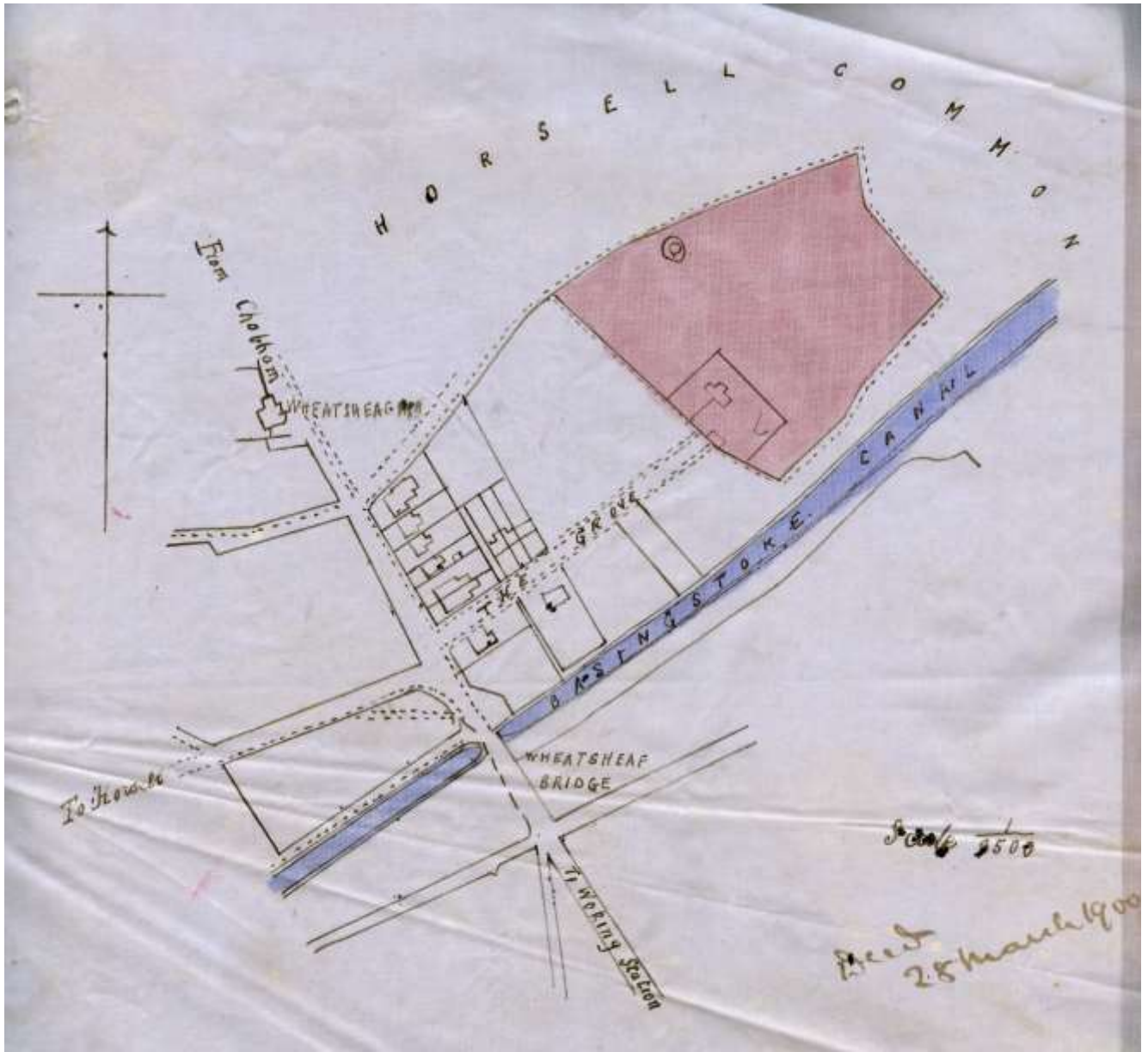
Reciting that all principal money & interest secured by the therein within  
written Indre had been paid & satisfied prior to the execution thereof  
(acknowledged) & agreement for Reconveyance as therein mentioned  
It was witnessed that in pursuance of sd Agree.t the Bank as Mortgagees thereby  
conveyed unto the said parties thereto of the 3<sup>rd</sup> part

All & singular the freehold & leasehold lands & premises resply  
granted & assigned by the therein written Indre  
To hold the same as to such of them as were leasehold unto the said last  
ment.d parties for all the residues then unexpired of the terms of years  
for which the same were resply held & to the intent that the same might  
be held by the said parties thereto of the 3<sup>rd</sup> part in & for such shares  
estates & interest as they were entitled to therein resply at the time of the  
exon of the therein written Indre and freed and absolutely discharged  
from all principal money and interest secured by & from all actions  
claims & demands under the said Indre

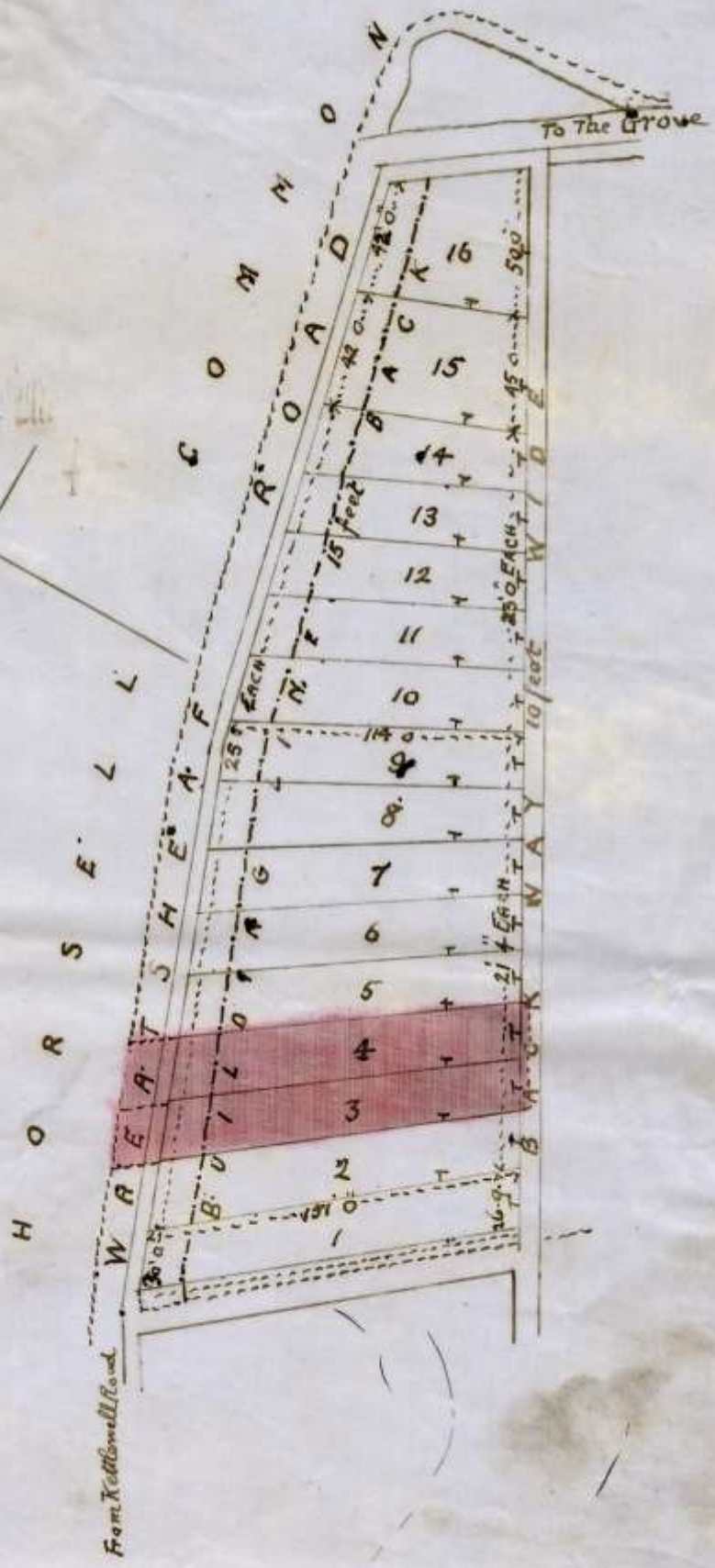
Duly Executed by Bank & sd J Reid & attested

28<sup>th</sup> May 1891 By Indre made between the said Eliza Cobbett (Widow) Henry Cobbett James  
Cobbett & Mary Ann Ottaway Widow Alice Cobbett Spinster & Eliza Charlotte  
Cobbett Spinster (thereinar collectively called the Mortgors) of the one part and **Mark  
Smallpiece of Guildford in the County of Surrey Gentn** (thereinar called the  
Mortgees) of the other part

Reciting an Indre of Lease dated the 29<sup>th</sup> Aug in the 16<sup>th</sup> year of the reign of  
Charles I not affecting abstd premises  
And reciting by divers mesne acts &c & ultimately by an Indre of 6<sup>th</sup> Nov 1841  
made between J Knowles of 1<sup>st</sup> part Charles Shelley of 2<sup>nd</sup> part & Henry  
Cobbett (thereinar called Henry Cobbett the Grandfather) of the 3<sup>rd</sup> part the  
heredit in before recited Lease became vested in sd Henry Cobbett the  
Grandfather



30 Oct 1902



30<sup>th</sup> Oct 1902 Indre of this date & made between the sd Wm Nicholls (thereinar called the Releasor) of one part and said National Land Corpn Ltd (thereinar called the "Corporation") of the other part

Reciting before Abst.d Indre of 21<sup>st</sup> July 1900

And reciting before Abst.d Indre dated 12<sup>th</sup> April 1902

And reciting that a certain sum with intt thereon was then owing to Releasor & that Corp.n were desirous of having such Reconveyance as thereinar cont.d

It was witnessed that in conson of the premises & of sum of £90 paid &c rec.t &c The Releasor as Mortgagee thereby conveyed unto the Corporation

All those two plots of land situate in the parish of Horsell in the County of Surrey near to the Wheatsheaf Bridge being part of the heredit & premises comprised in sd recited Indres which said heredit & premises intended to be thereby conveyed are colored Red on the Plan drawn thereon & therein distinguished by the Nos 3 & 4

To hold the same unto the use of the Corporation in fee simple discharged from all principal monies & interest secured by & all claims & demands under the sd recited Indres

Executed by sd William Nicholls & duly attested