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# This Indenture

made the twenty sixth day of April One thousand nine hundred and nine

Between The Right Honourable Hewellwyn Nevill Vaughan Lord Moshyn and the Honourable Henry Richard Howell Lloyd Moshyn Brother of the said Lord Moshyn (hereinafter called the Mortgagee) of the first part Edward Wood of Culmington Manor Leaven Arms in the County of Salop Esquire of the second part the said Edward Wood and Gordon Edward Boileau Wood of Culmington Manor aforesaid Esquire (hereinafter called the Vendors) of the third part and The Chasing and South Harrow Railway Company (hereinafter called the Company) of the fourth part Whereas under and by virtue of the limitations and provisions contained in the Will of the late Edward Wood the elder dated the Third day of August One thousand eight hundred and forty four part of the lands and hereditaments hereinafter described and expressed to be thereby granted and under and by virtue of the limitations and provisions contained in an Indenture of Settlement dated the Thirtieth day of July One thousand eight hundred and fifty eight and expressed to be made between George Wood once deceased of the first part the said Edward Wood of the second part and Francis Hamilton and Edward Walker of the third part the residue of the said lands and hereditaments and under and by virtue of the limitations and provisions contained in an Indenture dated the Thirtieth day of January One thousand eight hundred and eighty eight and expressed to be made between the said Edward Wood of the first part the said Gordon Edward Boileau Wood of the second part the said Francis Hamilton of the third part and Henry Clement Swinerton Dyer and Henry Wise of the fourth part the whole of the said lands and hereditaments shall limited at the date of the Indenture of Mortgage next hereinafter recited subject to a power vested in the said Edward Wood under and by virtue of the said Indenture of Settlement of the Thirtieth day of July One thousand eight hundred and fifty eight to charge certain of the said lands hereditaments and premises with a yearly sum not exceeding Five hundred pounds for the portion of any widow he might leave but otherwise free from incumbrances to the use of the said Edward Wood and his assigns during his life and after his decease to such uses and for such trusts intents and purposes as the Vendors should jointly appoint And whereas by an Indenture dated the Thirtieth day of January One thousand eight hundred and eighty eight and expressed to be made between the Vendors of the one part and the Mortgagee

Middlesex Deeds Department

Memorial registered

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of the other part the said lands and hereditaments hereinafter described and expressed to be hereby granted were together with other hereditaments of larger value appointed and granted unto and to the use of the Mortgagees their heirs and assigns by way of Mortgage to secure the repayment to the Mortgagees of the sum of One hundred and twenty five thousand pounds then advanced by the Mortgagees to the Vendors together with interest thereupon at the rate therein mentioned And whereas by three several Indentures of Further Charge dated respectively the twenty seventh day of March One thousand eight hundred and eighty nine the Twentieth day of January One thousand eight hundred and ninety two and the First day of July One thousand eight hundred and ninety five the said lands and hereditaments and hereinafter described and expressed to be hereby granted were together with other hereditaments and premises charged with payment to the Mortgagees of the respective sums of Six thousand pounds Thirty thousand pounds and Seventeen thousand pounds advanced by the Mortgagees to the Vendors together with interest thereupon respectively at the rates therein respectively mentioned And whereas under and by virtue of the provisions of the Gales and South Lancashire Railway Act 1894 and of the Metropolitan District Railway Act 1897 and of the Acts incorporated therewith or some of them (hereinafter referred to as the said Acts) the Company on or about the Twentieth day of December One thousand eight hundred and ninety seven served upon the Vendors a notice in writing dated the seventeenth day of November One thousand eight hundred and ninety seven that they under the provisions of the said Acts required to purchase and take all the lands and hereditaments of which the particulars are contained in the Schedule to the said Notice with the appurtenances including the mines and minerals (if any) thereunder and which said lands were for the better description thereof delineated on the plan attached to such notice and were thereon colored red And the Company further gave the persons to whom the said notice was addressed notice that they were willing to treat with them for the purchase of the aforesaid lands as to the compensation to be made to them for the damage (if any) which might be sustained by them by reason of the execution of the works authorised by the said Acts And whereas the Vendors claimed to be entitled to the said lands and hereditaments for an estate of inheritance in fee simple free from encumbrances And whereas the Company and the Vendors were unable to agree as to the purchase money and compensation to be paid by the Company to the Vendors And whereas by an Agreement in writing dated the sixth day of August One thousand eight hundred and ninety eight and made between the Company of the one part and the Vendors of the



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other part it was agreed that the hereinbefore recited Act should be construed (a) as if certain parts of the said colored red on the plan attached to the said Act had not been enclosed therein or referred to in the schedule thereto and (b) as if certain of the lands not colored red on the plan attached to the said Act had been enclosed, red on the said plan and referred to in the said schedule thereto. **And whereas** by an instrument bearing date the twenty ninth day of April One thousand eight hundred and ninety nine under the hands of the Vendor and in due legal seal of the Company the Company and the Vendor appointed Ralph Blithen of N.Y. Highgate Place in the City of Westminster Surveyor to be a single Arbitrator to determine the amount of purchase money and compensation to be paid by the Company for the interest of the Claimants of and in the said lands and hereditaments as varied by the hereinbefore recited Act on the first day of August One thousand eight hundred and ninety eight and also the amount of damage (if any) to be sustained by the Claimants by reason of the severing of the lands taken from the other lands of the Vendor or otherwise or injuriously affecting such other lands by the exercise of the powers of the said Act subject to the provisions as to the construction of Bridges and execution of any order relating thereto contained in the Act and to the said

Act on the first day of April One thousand eight hundred and ninety nine being the provisions set forth in the First Schedule hereunder written one of such provisions being that the Vendor should provide such additional land as might be required for making the approaches to the bridges mentioned in the Second and Third Paragraphs of the said Schedule free of cost to the Company. **And whereas** subsequently to the execution of the hereinbefore recited Instrument of the twenty ninth day of April One thousand eight hundred and ninety nine a small portion of the land then required by the Company was sold by the Vendor to the Great Northern Railway Company. **And whereas** prior to the Award hereinafter recited it was mutually agreed that the lands and hereditaments herein after described and expressed to be in, by and to and colored pink on the plans appearing on or annexed to these presents should be the subject of reference to the said Ralph Blithen. **And whereas** the Act for making the said Award was duly extended to the thirty first day of January One thousand eight hundred and ninety nine. **And whereas** the said Ralph Blithen duly made his Award in writing dated the eighteenth day of January One thousand eight hundred and ninety nine in which the Decision required to be made in the presence of a Justice duly authorized in that behalf was announced and thereby awarded that the amount of the purchase money and compensation which the Claimants were entitled to receive for the purchase by the Company of the Tenement estate in possession free from



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any lease agreement equity or convenience whatsoever so claimed by  
the Vendor as appeared in the title and conditions to in the schedule  
to be and demised on the said farm and thereon or  
received plants together with the title and minerals thereunder and for  
the damage sustained or to be sustained by the Vendor by reason of  
the execution of the works authorised by the said Acts and subject  
to the construction by the Company of the bridge and the execution  
of the accommodation works set out in the schedule to the hereinbefore  
recited instrument of the sixth day of August One thousand eight  
hundred and ninety eight was the sum of Twenty one thousand one  
hundred and eighty pounds And whereas the Vendor have  
agreed to grant an easement over the piece or parcel of land hereinafter  
described and retained by the said farm appearing on or  
annexed to these presents And whereas the said sum of One  
hundred and twenty five thousand pounds Six thousand pounds Thirty  
thousand pounds and Seventy thousand pounds are still owing to the  
Mortgages upon the said land hereinafter by the said Vendor with a sum  
to be paid And whereas the Mortgages have agreed that the  
sum of the said purchase and cost of the said sum of Twenty one  
thousand one hundred and eighty pounds shall be paid to the Vendor  
and to convey and release the said lands and hereditaments hereinafter  
described and expressed to be hereby granted in manner hereinafter  
appearing and have also agreed that the Vendor by them hereinafter  
executed shall be taken not only as a trustee of the Estate and interest  
of the Mortgages in the said lands and hereditaments but also in  
full satisfaction and compensation for the damage sustained or to be  
sustained by the Mortgages by reason of the execution of the works authorised  
by the said Acts but subject to the construction by the Company of the bridge  
and accommodation works particulars whereof are set forth in the First  
Schedule hereunder written Now this indenture witnesseth  
that in consideration of the sum of Twenty one thousand one  
hundred and eighty pounds upon the execution of these presents  
with the consent of the Mortgages paid by the Company to the Vendor  
(the receipt of which said sum the Vendor do hereby acknowledge) The  
Mortgages as Mortgages at the request and by the direction of the  
Vendor Do hereby grant and release and the said Edward Wood as  
the beneficial owner Doth hereby grant and convey and the  
Vendor as beneficial owner in exercise of the power of appointment vested  
in them as aforesaid Do hereby direct and appoint and the said Gordon  
Edward Boileau Wood as beneficial owner Doth hereby grant and  
convey unto the Company All and singular the pieces or parcels of  
land respectively situate in the parishes of Ealing and Hemmell detached



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in the County of Middlesex forming parts of the pieces or closes of land respectively distinguished by the numbers 3, 8, 10, 12, 11, 13, 14, 16 and 17 in the said plan of Ealing and 1<sup>st</sup> in the parish of Hamwell detached in the Map or plan appearing on or annexed to these presents and thereon coloured pink and which said pieces or parcels of land in the said parish of Ealing respectively contain Six perches one rood thirty three perches one rood three perches One Acre one rood seventeen perches, two acres thirty eight perches, Three roods six perches Five Acres two roods sixteen perches and One Acre two roods ten perches and in the said parish of Hamwell detached Eleven perches Together with the Mines and minerals (if any) under the said pieces or parcels of land **DO HOLD** We said lands and hereditaments unto and to the use of the Company in fee simple **Free and discharged** from all principal moneys and interest secured by and from all claims and demands whatsoever under and by virtue of the said Indenture of Mortgage and further charge of the thirty first day of January One thousand eight hundred and eighty eight the twenty seventh day of March One thousand eight hundred and eighty nine the fourteenth day of January One thousand eight hundred and ninety two the first day of July One thousand eight hundred and ninety two **And these Indentures are witnesseth** that in pursuance of the aforesaid agreement and for the consideration aforesaid **The Mortgagees as Mortgagees** by direction of the Vendor as beneficial Owners **DO hereby grant** and the Vendors respectively as beneficial Owners **DO hereby sell** appertain and grant unto the Company and their assigns in fee simple or right for the Company to construct and hereafter at all times to maintain a road over and along **All that** piece of land or teneament Fourteen and a quarter perches or thereabouts situate in the parish of Ealing aforesaid which said piece of land is more particularly delineated in the plan appearing on or annexed to these presents and thereon coloured Blue Ink and to the use of the Company in fee simple **And** the Company and their assigns hereby covenant with the Vendors their heirs and assigns at all times hereafter to maintain a road over and along the said piece of land coloured Blue and over any land that may be found by the Vendors for the Approach roads mentioned in the First Schedule hereunder written and also to construct the Bridges and erect the accommodation works set out in the First Schedule hereunder written **Provided always** and it is hereby declared that as respects the reversion or remainder in fee simple or the determination of the life estate of the said Edward Reed in the lands and hereditaments hereby assigned and the title to and further assurance of the same after his death the Covenant



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on the part implied by law by reason of his directing or conveying and being expressed to convey as beneficial owner shall not extend to the acts or defaults of any person or persons other than or besides himself and his own heirs and persons claiming or to claim under or in trust for him them or any of them And this Indenture also witnesseth that in consideration of the premises I the said Edward Wood doth hereby absolutely release the said lands and hereditaments hereunto described and expressed to be hereby granted from the power of charging the said lands and hereditaments or any part thereof with payment of the yearly sum of Five hundred pounds or any part thereof vested in him under or by virtue of the said Indenture of 5th day of the thirteenth of July the thousand eight hundred and fifty eight And the Mortgagees as to the Lands and Documents particulars whereof are set forth in the First part of the Second Schedule hereunder written and the Vendors as to the Lands and Documents particulars whereof are set forth in the Second part of the said Second Schedule hereby acknowledge the right of the Company to production of the said Deeds and Documents set forth in the said Second Schedule and to be furnished with Copies of the same and the Vendors hereby undertake for the safe custody of the said Deeds and Documents particulars whereof are set forth in the second part of the Second Schedule In witness whereof the said parties to these presents of the first second and third parts have hereunto set their hands and seals and the Company have caused their Common Seal to be hereunto affixed the day and year first above written

### The First Schedule above referred to

Bridges to be constructed for Joint Use of Messrs E and G. & B. Wood and their Tenants and the Railway Company and the Public.

1. The Company to build a Bridge 40 feet wide at a point near the Rick yard fence of Hanger Hill Farm as marked "Bridge No 1" on plan book over which to be raised not more than 8 feet from the present level of the land
2. The Approach roads on the Eastern and Western sides to be made 40 feet wide to include two seven feet footpaths. The inclination of the Approach roads to be 1 in 40 and if any extra land is required for making such Approach Roads Messrs E and G. & B. Wood to find same free of cost. From this head another road to be formed of the width of 20 feet at a point marked "A" on the plan book so as to give easy sweep to the farm doors of Hanger Hill Farm from East and West.



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3. The Company to build a 25 ft Bridge to be raised not more than 11 feet over roadway at point marked on plan "Bridge No. 2" and at the request of Messrs E and G. B. Wood at any time after the 1<sup>st</sup> January 1909 to widen the same to 40 feet wide with two seven feet footpaths on each side to be not more than 1 in 40 and if additional land is required for this purpose Messrs E and G. B. Wood to fund same part of cost the Company. The Bridges Nos 1 and 2 to be built in the same straight line as the Approach Roads marked on plan.
4. The Company at the request of the said Messrs E and G. B. Wood at any time after 50 years from the 1<sup>st</sup> January 1899 to build a bridge 116 feet in width at or near the summit of the Hill on land now under lease to Sir Montagu Nelson at a position to be chosen by Messrs E and G. B. Wood with proper Approach Roads both of a like width and with an easy inclination as in Nos 1 and 2.
5. The Railway Company at the request of Messrs E and G. B. Wood to build a Bridge under the Ealing and South Harrow Railway at its junction with the Metropolitan District Railway such Bridge to be built at its entire expense of Messrs E and G. B. Wood.

## The Second Schedule above referred to

### Part I.

1888 January 31  
1888 March 27  
1892 January 14  
1895 July 1<sup>st</sup> } The heretofore recited Indentures of Mortgage and  
Further Charge

### Part II

30<sup>th</sup> January 1888 Indenture of this date made between Edward Third of the first part Gordon Edward William Wood of the second part and Hugh Robert Hughes of the third part

1<sup>st</sup> to May 1888 Indenture of this date made between Edward Wood of the first part Gordon Wood and William Wood of the second part Francis Thomas of the third part and Henry Vincent Burninckhuysen and Henry Wood of the fourth part.

Same date Indenture of this date endorsed in deed of charge of 12<sup>th</sup> August 1888 and made between Thomas Shephard William King Robert Hugo and Henry Wood of the first part Burninckhuysen and Henry Wood of the second part Edward Third of the second part Gordon Edward William Wood of the third part and Francis Thomas of the fourth part.

Same date Indenture of this date made between Joseph Henry Wood of the first part

Right Honorable John George Lord Monk Bretton and Wilfrid Arthur Bevan of the first part Edward Wood of the second part Gordon Edward Boileau Wood of the third part and Francis Hamilton of the fourth part

31<sup>st</sup> January 1888

Indenture of this date made between Joseph Gurney Barclay The Right Honorable John George Lord Monk Bretton and Wilfrid Arthur Bevan of the first part Edward Wood of the second part Gordon Edward Boileau Wood of the third part and Francis Hamilton of the fourth part.

Same date

Indenture of this date made between Hugh Robert Hughes of the first part Edward Wood of the second part and Gordon Edward Boileau Wood of the third part.

17<sup>th</sup> June 1895

Lease Poll by Gordon Edward Boileau Wood.

Signed Sealed and Delivered by the above named Edward Wood in the presence of

James Rice, Footman  
Calmington Manor

Edward Wood  
Gordon E. B. Wood  
his Attorney

Hugh R Hughes  
Attorney

Signed sealed and delivered by the above named Gordon Edward Boileau Wood by Hugh Robert Hughes his attorney in the presence of

Katharine C. Hughes, Spinster  
Gibson Denbigh

Henry R. H. Mooty

Signed sealed and delivered by the above named parties in the presence of

John Ashli  
6 E. 11<sup>th</sup> St.  
Calcutta

Signed sealed and delivered by the above named Henry Richard Howell Lloyd Mooty in the presence of

Henry Farn  
Butler  
Ballyvaughan  
Ireland

The Common Seal of The Galway and South Western Railway Company was hereunto affixed in the presence of

H. P. C. 13  
Secretary



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1044 213

Dated 26<sup>th</sup> April 1904

1800

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The Right Honourable  
Lord Alton and others

vs

The Earl of Devon  
Stewart Hamilton & others

## Conveyance

of  
certain land situate in the  
parish of ... and ...  
situated in the County of ...

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