

20 April 1886

Manor of Wivenhoe with its Members

Admission of Mr George Sach

On the twentieth day of April One thousand eight hundred and eighty six Before George Beresford Turner Gentleman Steward

It is thus enrolled

Whereas at a General Court Baron held for this Manor on the twenty fourth day of April One thousand eight hundred and sixty seven Kezia Hines of Wivenhoe in the County of Essex Widow was admitted upon the death and under the Will of her late Husband William Hines deceased (inter alia) to

All that messuage or tenement in Wivenhoe Street with the appurtenances adjoining to the last thereinbefore described premises holden of the said Manor by copy of Court Roll formerly the estate of John Lee And Elizabeth his Wife then late in the occupation of Joseph Woodward or his assigns and then in the several tenures or occupations of John Kent James Hush And John King or their assigns

And whereas at the same Court Kezia Hines was also admitted under the said Will of the said William Hines deceased to

All that messuage or tenement or tenement called Perrymans or otherwise with the appurtenances and two closes of land thereto belonging adjoining the Queen's Highway leading from Elmstead towards Colchester

And also two other closes lying between the said messuages and the Heath called the Tye

And also one Pightle of land abutting on the land theretofore of [blank] King

And also All that piece or parcel of Meadow containing by estimation one acre more or less

And also All that Pightle or pasture containing by estimation one acre and an half more or less adjoining to the lands theretofore of the said [blank] King formerly parcel of Perrymans Farm and holden of the said Manor by copy of Court Roll

And also All that piece or parcel of land theretofore part of the waste of the said Manor of Wivenhoe situate lying and being in Wivenhoe aforesaid upon the South side of the road leading from Colchester to Elmstead and adjoining the Brook which divides the said Parish of Elmstead from Wivenhoe as the same contained by estimation seventeen rods little more or less All which said hereditaments and premises were for many years in the occupation of Thomas Blyth his tenants undertenants or assigns and afterwards of the said William Hines and now of George Sach

And whereas at the same Court the said Kezia Hines was also admitted under the said Will of the said William Hines deceased to

All that messuage or tenement in the occupation of William Stewardson situate on the North side of the street leading from Anchor Hill to the Brook in Wivenhoe being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage formerly of Edward Bocket and afterwards of John Sanford and West upon a messuage formerly of Elizabeth Munkin afterwards of Mary Barker and then of the same William Hines and in the occupation of Thomas Pretty

Now be it remembered that on the twentieth day of April One thousand eight hundred and eighty Comes George Sach of Wivenhoe in the County of Essex Farmer (by Charles Edward Denton his Attorney) and informs me the said Steward that the said Kezia Hinds died on the twenty first day

of August One thousand eight hundred and eighty five and produces the probate of the Will of the said Kezia Hines

Which Will bears date the twentieth day of August One thousand eight hundred and eighty and was proved in the Ipswich District Registry of the Court of Probate on the second day of October One thousand eight hundred and eighty five

And in which said Will is contained the following Clause "I give and devise unto the said George Sach and his heirs executors or administrators All the residue of my real and personal estate to and for his own use and benefit"

And thereupon the said George Sach humbly prays the Lord of this Manor to admit him Tenant to the said hereditaments and premises holden of this Manor of which the said Kezia Hines so died seized as aforesaid

To whom the Lord of the Manor by the hands of his said Steward doth grant and deliver seizin thereof by the rod

To have and To hold the said hereditaments and Premises with their appurtenances unto the said George Sachs his heirs and assigns pursuant to the said Will of the said Kezia Hines deceased Of the Lord by the rod and the Will of the Lord according to the custom of the said Manor and by the rents customs and services therefore due and of right accustomed

And he pays to the Lord for a Fine as in the margin and so saving always the right of the Lord the said George Sach is (by his said Attorney) admitted Tenant thereon in form aforesaid but his fealty is respited until etc.

By and Before me

G. Beresford Turner} Steward

2

20 April 1886

The Manor of Wivenhoe with its Members

Admission of Mr John S Gunn

**On the twentieth day of April One thousand eight hundred and eighty six
Before George Beresford Turner Gentleman Steward**

It is thus enrolled

Whereas at a General Court Baron held for the Manor on the Twenty fourth day of April One thousand eight hundred and sixty seven Kezia Hines of Wivenhoe in the County of Essex Widow was admitted (inter alia)

To all that messuage or tenement hereinafter more particularly described

Now be it remembered that on the twentieth day of April One thousand eight hundred and eighty six comes John Sanford Gunn of Wivenhoe aforesaid Mariner (by Charles Edward Denton his Attorney) and informs me the said Steward that the said Kezia Hines died on the twenty first day of August One thousand eight hundred and eighty five and produces the Probate of the Will of the said Kezia Hines which Will bears date the twentieth day of August One thousand eight hundred and eighty and was proved in the Ipswich Registry of the Court of Probate on the second day of October One thousand eight hundred and eighty five and in which said Will is contained the following Clause "I give and devise the house adjoining now or lately occupied by Samuel Purdue to John Gunn of Wivenhoe aforesaid and his heirs"

And therefore the said John Sanford Gunn (in the Will written John Gunn) humbly prays the Lord of the Manor to admit him tenant to

All that messuage or tenement situate in Wivenhoe aforesaid on the North side of the street leading from the Anchor Hill towards the Brook formerly part of the estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies formerly the estate of John Chandler and which said messuage abutted upon another messuage formerly of the Mary Baker towards the West and upon another messuage formerly of the said Mary Barker and afterwards of Thomas Sanford towards the East and which said messuage or tenement was formerly in the occupation of William Pittcock since of Thomas Pretty afterwards of [blank] Purdy and now of [blank] Havens

To whom the Lord of the said Manor by-election the hands of his said Steward doth grant and deliver seizin thereof by the rod

To have and to hold the said hereditaments and premises with their appurtenances unto the said John Sanford Gunn his heirs and assigns pursuant to the said Will of the said Kezia Hines deceased of the Lord by the rod at the will of the Lord according to the custom of the said Manor and by the rents customs and services therefore due and of right accustomed

And he pays to the Lord for a fine as in the Margin

And so saving always the right of the Lord the said John Sanford Gunn is by his said Attorney admitted tenant thereof in form aforesaid but his fealty is respited until etc

By and Before me

G. Beresford Turner} Steward

3

20 April 1886

Manor of Wivenhoe with its Members

Admission of Mr James Gunn

**On the twentieth day of April One thousand eight hundred and eighty six
Before George Beresford Turner Gentleman Steward**

It is thus enrolled

Whereas at a General Court Baron held for the Manor on the Twenty fourth day of April One thousand eight hundred and sixty seven Kezia Hines of Wivenhoe in the County of Essex Widow was admitted (inter alia)

To all that messuage or tenement hereinafter more particularly described

Now be it remembered that on the twentieth day of April One thousand eight hundred and eighty six comes James Gunn of Wivenhoe aforesaid Mariner (by Charles Edward Denton his Attorney) and informs me the said Steward that the said Kezia Hines died on the twenty first day of August One thousand eight hundred and eighty five and produces the Probate of the Will of the said Kezia Hines which Will bears date the twentieth day of August One thousand eight hundred and eighty and was proved in the Ipswich Registry of the Court of Probate on the second day of October One thousand eight hundred and eighty five and in which said Will is contained the following Clause "I give the house in East Street in Wivenhoe aforesaid now or lately occupied by [blank] Carrington to William Gunn the younger of Wivenhoe aforesaid and his heirs"

And therefore the said James Gunn (in the Will written William Gunn the younger) humbly prays the Lord of the Manor to admit him tenant to

All that messuage or tenement situate in Wivenhoe aforesaid formerly part of the estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon another messuage late the property of Kezia Hines and West upon a messuage or tenement formerly belonging to Mary Barker and then to Messrs Tabrum and Parkes which said messuage or tenement was late in the occupation of Thomas Corder afterwards of [blank] Carrington and is now occupied by [blank] Bates

To whom the Lord of the said Manor by the hands of his said Steward doth grant and deliver seizin thereof by the rod

To have and to hold the said hereditaments and premises with their appurtenances unto the said Janes Gunn his heirs and assigns pursuant to the said Will of the said Kezia Hines deceased of the Lord by the rod at the will of the Lord according to the custom of the said Manor and by the rents customs and services therefore due and of right accustomed

And he pays to the Lord for a fine as in the Margin

And so saving always the right of the Lord the said James Gunn is by his said Attorney admitted tenant thereof in form aforesaid but his fealty is respited until etc

Examined with the Rolls

G. Beresford Turner} Steward

4

12 September 1888

The Manor of Wivenhoe with its Members

Admission of Mr John Richard Carter

The General Court Baron and Customary Court of Henry Hervey Elwes Esquire Surviving Trustee under the Will of Nicholas Caesar Corsellis Esquire deceased Lord of the said Manor holden in and for the said Manor on Wednesday the twelfth day of September One thousand eight hundred and eighty eight

Before George Beresford Turner Gentleman Steward

It is thus Enrolled

Whereas at a General Court Baron held for this Manor on the seventeenth day of March one thousand eight hundred and eighty seven the Homage presented an Absolute Surrender taken out of Court on the fourth day of December one thousand eight hundred and eighty six made and passed by George Sach a copyhold or Customary Tenant of this Manor

To the use of John Richard Carter of East Donyland in the County of Essex Master Mariner his heirs and assigns according to the Custom of this Manor and which Surrender is duly recorded on the Court Rolls of this Manor And because the said John Richard Carter came not at that Court to crave admittance the first proclamation was made and the first default recorded

And whereas at the last General Court Baron held for the Manor on the eighth day of May one thousand eight hundred and eighty eight because the said John Richard Carter came not the second proclamation was made and the second default recorded

Now at this Court comes the said John Richard Carter (by William Sowman his Attorney) and humbly prays the Lord of the Manor to admit him tenant to the hereditaments and premises so surrendered to his use as aforesaid namely to

All that messuage or tenement formerly in the occupation of William Stewardson but now of the Widow Mills situate on the North side of the street leading from Anchor Hill to the Brook in

Wivenhoe being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage formerly of Edward Brocket and afterwards of John Sanford and now of Susannah Candler and West upon a messuage formerly of Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now belonging to John Sanford Gunn

To which premises the said George Sach was (inter alia) admitted out of Court on the Twentieth day of April One thousand eight hundred and eighty six under the Will of Kezia Hines To whom the Lord of the Manor by the hands of his said Steward doth grant and deliver seizin thereof by the rod

To have and to hold the said hereditaments and premises with their appurtenances unto the said John Richard Carter his heirs and assigns for ever Of the Lord by the rod at the will of the Lord according to the custom of this Manor by the rents customs and services therefore due and of right accustomed

And he pays to the Lord a fine as in the Margin

And so saving always the right of the Lord the said John Richard Carter is (by his said Attorney) admitted tenant thereof in form aforesaid but his fealty is respited until etc

Examined with the Rolls

G. Beresford Turner Steward

5

4 December 1886

The Wivenhoe Manor with its Members

Mr George Sach to Mr John R. Carter

Absolute Surrender

It is remembered that on the fourth day of December One thousand eight hundred and eighty six George Sachs of Wivenhoe in the County of Essex Farmer a Copyhold or Customary Tenant of the said Manor came before me George Beresford Turner Gentleman Steward of the said Manor and

Did in consideration of a sum of Twenty seven pounds ten shillings paid to him by John Richard Carter of East Donyland in the same County of Essex Master Mariner (the receipt whereof the said George Smith doth hereby acknowledge) out of Court Surrender into the hands of the Lord of the said Manor by the hands and acceptance of the said Manor

All that messuage or tenement formerly in the occupation of William Stewardson but now of the Widow Mills situate on the north side of the street leading from Anchor Hill to the Brook in Wivenhoe being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage formerly of Edward Bracket and afterwards of John Sanford and now to [blank] Candler and West upon a messuage formerly of Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now belonging to [blank] Gunn

To which premises the said George Sach was admitted out of Court on the twentieth day of April One thousand eight hundred and eighty six

Together with all buildings fixtures lights commons fences ways rights easements and appurtenances to the said messuage or tenement and hereditaments appertaining or now or heretofore enjoyed or reputed as part or member thereof

And all the estate rights title interest claim and demand of the said George Sach in to and upon the same premises

To the only use and behoof of the said John Richard Carter his heirs or assigns at the Will of the Lord according to the custom of the said Manor and by and under the rents fined suits and services therefore due and of right accustomed

And the said George Sach doth hereby for himself his heirs executors and administrators Covenant with the said John Richard Carter his heirs and assigns

That notwithstanding anything by him the said George Sach done omitted or knowingly suffered the said George Sach now hath power to surrender the said premises hereinbefore mentioned to have been surrendered

To the use of the said John Richard Carter his heirs and assigns according to the custom of the said Manor

And that the same premises shall at all times remain and be to the use of the said John Richard Carter his heirs and assigns and be quietly entered into and upon and held and enjoyed and the rents and profits thereof received by him and them accordingly without any interruption or disturbance by the said George Sach or any person claiming through or in trust for him

And that free from all incumbrances the rents fines customs and services from henceforth to grow due to the Lord of the said Manor for or in respect of the tenure of the said premises only excepted

And further that he and every person having or claiming any estate or interest in the said premises through or in trust for him will at all times at the cost of the person or persons requiring the same execute and do every such assurance and thing for more perfectly surrendering and assuring all or any of the said premises to the use of the said John Richard Carter his heirs and assigns according to the custom of the said Manor as by him or them shall be reasonably required

In Witness whereof the said George Sach hath hereunto set his hand and seal the day and year first before written

This Surrender was taken and accepted by me on the day and year first written

G. Beresford Turner } Steward

George Sach

Signed sealed and delivered by the before named George Sach in the presence of Chas. E. Denton Sol Colchester

6

9 October 1901

The Manor of Wivenhoe with its Members

Admission of Samuel Squire

Beaumont, Coggeshall

On the ninth day of October One thousand nine hundred and one
Before George Frederick Beaumont Gentleman Steward there

Whereas on the eleventh day of November One thousand eight hundred and eighty seven James Gunn of Wivenhoe in the County of Essex Mariner one of the copyhold tenants of the said Manor in consideration of the sum of eighty pounds to William Mason of Wivenhoe aforesaid Mariner paid by Samuel Nathaniel Squire of Wivenhoe aforesaid Surgeon at request of the said James

Gunn surrendered out of his hands into the hands of the Lord of the said Manor according to the custom of the said Manor

All that messuage or tenement situate in Wivenhoe aforesaid formerly part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage lately the property of Kezia Hines and West upon a messuage or tenement formerly belonging to Mary Barker and afterwards to Messieurs Tabrum and Parkes which said messuage or tenement was late in the occupation of Thomas Corder afterwards of [blank] Carrington since of [blank] Bates and now of [blank]

To all which premises the said James Gunn was out of Court admitted tenant to him his heirs and assigns on the Twentieth day of April One thousand eight hundred and eighty six under the Will of Kezia Hines

Together with the appurtenances

To the use and behoof of the said Samuel Nathaniel Squire his heirs and assigns at the Will of the Lord according to the custom of the said Manor and by and under the rents suits and services therefore due and of right accustomed subject to a condition for avoiding the said Surrender on payment of the principal sum of eighty pounds with interest at the time and in the manner therein mentioned

Now be it remembered that on this ninth day of October One thousand nine hundred and one comes the said Samuel Nathaniel Squire (by Ernest William Saunders Gentleman his Attorney) before me the said Steward and informs me that default has been made in payment of the said principal sum and interest secured by the before recited Conditional Surrender whereby the said Surrender has become forfeited and absolute at law

Whereupon the said Samuel Nathaniel Squire (by his said Attorney) humbly prays the Lord of this Manor to admit him tenant of the hereditaments and premises copyhold of this Manor so surrendered to his use as aforesaid

To whom the Lord of this Manor by the rod and by the hands of his said Steward doth grant and deliver seizin thereof

To hold the same unto the said Samuel Nathaniel Squire his heirs and assigns for ever Of the Lord by the rod at the Will of the Lord according to the custom of this Manor at and under the rents fines suits and services therefore due and of right accustomed

And he pays to the Lord for a fine as in the margin and so saving always the right of the Lord the said Samuel Nathaniel Squire is (by his said Attorney) admitted tenant thereof in form aforesaid But his fealty is respited until etc.

Enrolled and Examined

Geo. Fred. Beaumont

7

15 February 1902

The Manor of Wivenhoe

Mr Samuel N. Squire to Mr James Bates

Witney Denton, Colchester

Be it remembered that on the fifteenth day of February one thousand nine hundred and two Samuel Nathaniel Squire of Wivenhoe in the County of Essex Gentleman came before me George Frederick Beaumont Gentleman Steward of the said Manor and in consideration of the sum of Forty seven pounds to him paid by James Bates of Wivenhoe aforesaid Mariner surrenders into the hands of the Lord of the said Manor

All that messuage or tenement situate in Wivenhoe aforesaid formerly part of the estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage lately the property of Kezia Hines and West upon a messuage or tenement formerly belonging to Mary Barker and afterwards to Messieurs Tabrum and Parkes Which said messuage or tenement was late in the occupation of Thomas Corder afterwards of Carrington and now and for many years past in the occupation of [blank] Bates

Together with the appurtenances

To all which premises the said Samuel Nathaniel Squire was admitted tenant out of Court on the ninth day of October One thousand nine hundred and one

To the use of the said James Bates his heirs and assigns at the Will of the Lord according to the custom of the said Manor at and under the rents suits and services therefore due and of right accustomed

This Surrender was taken and accepted the day and year above written
By me

Geo. Fredk. Beaumont

Steward of the said Manor

[signed by] S. N. Squire

8

18 November 1902

The Manor of Wivenhoe with its Members

Admission of Mr James Bates

Beaumont, Coggeshall

The General Court Baron and Customary Court of George Frederick Beaumont Esquire Lord of the said Manor holden in and for the said Manor at the "Rose and Crown" Inn, Wivenhoe In the County of Essex on Tuesday the Eighteenth day of November One thousand nine hundred and two BEFORE ERNEST WILLIAM SAUNDERS Gentleman Deputy Steward of the said Manor.

WHEREAS at a General Court Baron held for this Manor on the Twenty seventh day of May One thousand nine hundred and two the Homage presented an Absolute Surrender taken out of Court on the Fifteenth day of February One thousand nine hundred and two made and passed by Samuel Nathaniel Squire a copyhold or customary tenant of this Manor

To the use of James Bates of Wivenhoe in the County of Essex Mariner his heirs and assigns according to the custom of this Manor and which Surrender is duly recorded on the Court Rolls of the said Manor and because the said James Bates came not at that Court to crave admittance the first proclamation was made and the first default was recorded

NOW AT THIS COURT comes the said JAMES BATES (by James Charles Bates his attorney) and humbly prays the Lord of this Manor to admit his tenant to the hereditaments and premises so surrendered to his use as aforesaid namely to

ALL THAT messuage or tenement situate in Wivenhoe aforesaid formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage lately the property of Kezia Hines and West upon a messuage or tenement formerly belonging to Mary Barker and afterwards to Messieurs Tabrum and Parkes
Which said messuage or tenement was late in the occupation of Thomas Corder afterwards of Carrington and now and for many years past in the occupation of [blank] Bates
Together with the appurtenances

TO WHOM the Lord of this Manor by his said Steward doth grant and deliver seizin thereof by the rod

TO HAVE and TO HOLD the said hereditaments and premises with their appurtenances unto the said James Bates his heirs and assigns for ever

Of the Lord by the rod at the Will of the Lord according to the custom of this Manor by the rents fines customs and services therefore due and of right accustomed

AND he pays to the Lord a fine as in the margin and so saving always the right of the Lord the said James Bates is (by his said attorney) admitted tenant thereof in form aforesaid But his fealty is respited until &c

ENROLLED and EXAMINED

E. W. Saunders. Steward

9

13 May 1911

The Trustees for Sale under the Will of the late Mr John Richard Carter to Mr Arthur Vinson Bargain and Sale of a messuage and premises situate at Wivenhoe Essex

This Indenture made the thirteenth day of May one thousand nine hundred and eleven Between James Everett Carter of East Donyland in the County of Essex Master Mariner Charles William Denton of Colchester in the said County of Essex Solicitor and George Osborne of Dedham in the same County Farmer (hereinafter called the Vendors) of the one part and Arthur Vinson of Wivenhoe in the said County of Essex (hereinafter called the Purchaser) of the other part Whereas John Richard Carter late of Colchester aforesaid being at the date of his death seized of the copyhold hereditaments hereby assured for an unincumbered estate in fee simple according to the custom of the Manor of Wivenhoe in the County of Essex by his Will dated the eighth day of February one thousand nine hundred and six appointed the Vendors Executors and Trustees thereof and willed that his copyhold estates should be sold by his said Trustees and for the greater convenience of performing that his Will the Testator devised the said Copyhold estates to such uses as his Trustees should by any deed or deeds to be executed within twenty one years after his decease appoint in order to complete any sale or sales to be made pursuant to that his Will

And whereas the said John Richard Carter died on the twenty fifth day of October One thousand nine hundred and ten and his said Will together with two Codicils thereto not affecting the devise of his Copyhold estates as hereinbefore recited was on the twenty fourth day of December one thousand nine hundred and ten duly proved by the Vendors in the Ipswich District Probate Registry

And whereas the Vendors as such Trustees as aforesaid have agreed to sell the Copyhold hereditaments hereinafter described to the purchaser at the price of fifteen pounds ten shillings Now this Indenture witnesseth that in consideration of the sum of Fifteen pounds ten shillings paid by the Purchaser to the Vendors (the acceptance of which sum the Vendors hereby acknowledge) the Vendors as Trustees pursuant to the trusts powers and authority vested in them by virtue of the said Will of the said John Richard Carter deceased or otherwise hereby bargain sell and appoint unto the Purchaser

All that messuage or tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills and now of James Mills situate on the North side of the street leading from Anchor Hill to the Brook in Wivenhoe being part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage formerly of Edward Bocket and afterwards of John Sanford and now or late of Susannah Candler and West upon a messuage or tenement formerly belonging to Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now of lately belonging to John Sanford Gunn

To all which premises the said John Richard Carter was admitted at a General Court Baron held for the Manor of Wivenhoe on the seventeenth day of March one thousand eight hundred and eighty seven

To hold the same unto and to the use of the Purchaser his heirs and assigns for ever according to the custom of the said Manor rendering therefor (sic) the accustomed rents fines heriots suits and services

And it is hereby declared 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 of value of the consideration exceeds five hundred pounds

In witness thereof the said parties to these presents have hereunto set their hands and seal the day and year first before written

Signed sealed and delivered by the aforesaid James Everett Carter, Charles William Denton, and George Osborne in the presence of Sidney O. Goodwin, Colchester, Solicitor

J. E. Carter

Chas. Denton

Geo. Osborne

10

3 June 1911

Manor of Wivenhoe with its Members

Admission of Mr Arthur Vinson

Beaumont & Son

Coggeshall

THE Third day of June One thousand nine hundred and eleven BEFORE HORACE FREDERICK BEAUMONT Gentleman Steward of GEORGE FREDERICK BEAUMONT Esquire Lord of the said Manor

BE IT REMEMBERED that on the day and year first before written comes ARTHUR VINSON of Wivenhoe in the County of Essex Baker (by Charles William Denton Gentleman his attorney) and produces to me the said Steward a certain Indenture of bargain and sale dated the Thirteenth day of May One thousand nine hundred and eleven and the same is as follows:-

THIS INDENTURE made the thirteenth day of May One thousand nine hundred and eleven BETWEEN James Everett Carter of East Donyland in the County of Essex Master Mariner Charles William Denton of Colchester in the said County of Essex Solicitor and George Osborne of Dedham in the same County Farmer (hereinafter called the Vendors) of the one part and Arthur Vinson of Wivenhoe in the County of Essex (hereinafter called the Purchaser) of the other part

WHEREAS John Richard Carter late of Colchester aforesaid being at the date of his death seized of the copyhold hereditaments hereby assured for an unincumbered estate in fee simple according to the custom of the Manor of Wivenhoe in the County of Essex by his Will dated the eighth day of February one thousand nine hundred and six appointed the Vendors executors and trustees thereof and willed that his copyhold estates should be sold by his said trustees and for the greater convenience of performing that his will the Testator devised the said copyhold estates to such uses as his trustees should by any deed or deeds to be executed within twenty one years after his decease appoint in order to complete any sale or sales to be made pursuant to that his Will

And Whereas the said John Richard Carter died on the twenty fifth day of October One thousand nine hundred and ten and his said Will together with two Codicils thereto not affecting the devise of his copyhold estates as hereinbefore recited was on the twenty fourth day of December one

thousand nine hundred and ten duly proved by the Vendors in the Ipswich District Probate Registry

AND WHEREAS the Vendors as such Trustees as aforesaid have agreed to sell the copyhold hereditaments hereinafter described to the purchaser at the price of fifteen pound ten shillings

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of FIFTEEN POUNDS TEN SHILLINGS paid by the Purchaser to the Vendors (the receipt of which sum the Vendors hereby acknowledge) the Vendors as Trustees pursuant to the trusts powers and authority vested in them by virtue of the said Will of the said John Richard Carter deceased or otherwise hereby bargain sell and appoint unto the Purchaser

ALL THAT messuage or tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills and now of James Mills situate on the North side of the street leading from Anchor Hill to the Brook in Wivenhoe being part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Taxibiers (sic should be Saxabies) abutting East upon a messuage formerly of Edward Bocket and afterwards of John Sanford and now or late of Susannah Candler and West upon a messuage formerly belonging to Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now of lately belonging to John Sanford Gunn

TO all which premises the said John Richard Carter was admitted at a General Court Baron held for the Manor of Wivenhoe on the seventeenth day of March One thousand eight hundred and eighty seven

TO HOLD the same unto and **TO THE USE** of the Purchaser his heirs and assigns for ever according to the custom of the said Manor rendering therefor (sic) the accustomed rents fines heriots suits and services

AND IT IS HEREBY DECLARED that the transaction hereby effected does not form part of a larger transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Five hundred pounds

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first before written - J. E. Carter Es. - C. W. Denton Es. - Geo. Osborne Es.

SIGNED SEALED and DELIVERED by the before names James Everett Carter Charles William Denton and George Osborne in the presence of - Sidney O. Goodwin Colchester Solicitor"

WHEREUPON the said Arthur Vinson (by his said attorney) humbly prays the Lord of this Manor to admit him tenant to the hereditaments and premises so bargained sold and appointed to his use as aforesaid

TO WHOM the Lord of this Manor by the hands of his said Steward doth grant and deliver seisin thereof by the rod

TO HAVE and **TO HOLD** the said hereditaments and premises with their appurtenances unto the said Arthur Vinson his heirs and assigns for ever

Of the Lord by the rod at the Will of the Lord according to the custom of this Manor by the rents fines customs and services therefor (sic) due and of right accustomed
And he pays to the Lord for a fine as in the margin
And so saving always the right of the Lord the said Arthur Vinson is (by his said attorney) admitted tenant thereof in form aforesaid
But his fealty is respited until &c.

ENROLLED and EXAMINED

Horace F. Beaumont Steward

17 June 1911

**The Lord of the Manor of Wivenhoe to Mr Arthur Vinson
Enfranchisement**

This Indenture made the seventeenth day of June One thousand nine hundred and eleven Between George Frederick Beaumont of Coggeshall in the County of Essex Esquire Lord of the Manor of Wivenhoe with its Members in the said County of Essex (hereinafter called "the said lord") of the one part and Arthur Vinson of Wivenhoe in the said County of Essex Baker (hereinafter called "the said tenant") of the other part

Whereas the said lord is seized in fee simple in possession of the said manor free from incumbrances

And whereas on or about the Third day of June One thousand nine hundred and eleven the said tenant was duly admitted to the copyhold hereditaments parcel of the said manor described in the schedule hereto

To hold the same to him his heirs and assigns at the will of the lord according to the custom of the said manor

And whereas the said lord has agreed with the said tenant to enfranchise the said copyhold hereditaments for the sum of Twelve pounds

Now this Indenture witnesseth that in consideration of the sum of Twelve pounds to the said lord paid by the said tenant (the receipt whereof the said lord doth hereby acknowledge)

The said lord

As beneficial owner hereby enfranchises and conveys unto the said tenant and his heirs All and singular the hereditaments to which the said tenant was so admitted as hereinbefore recited and which are described in the schedule hereto Together with the timbers and other trees therein and all mines minerals rights and easements therein or thereto belonging or appertaining

To hold the same unto and To the use of the said tenant his heirs and assigns as freehold freed and discharged from all rents fines heriots suits and services and other incidents of copyhold tenure

And the said lord hereby acknowledges the right of the said tenant to production of the court rolls and court books of the said manor so far as they relate to the premises hereby enfranchised and to delivery of copies thereof and hereby undertakes for the safe custody thereof

And it is hereby declared and certified that the transaction effected by these presents does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Five hundred pounds In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule hereinbefore referred to

All that messuage of tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills and now of James Mills situate on the north side of the street leading from Anchor Hill to the Brook in Wivenhoe being part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Taxibiers (sic should be Saxabies) abutting east upon a messuage formerly of Edward Bocket and afterwards of John Sanford and now or late of Susannah Candler and west upon a messuage formerly of Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now of lately belonging to John Sanford Gunn

Signed sealed and delivered by the before named George Frederick Beaumont in the presence of E. W. Saunders

Clerk to Messrs Beaumont

G. F. Beaumont

12

19 June 1911

Mr Arthur Vinson to Mr Leonard Dodson

Conveyance of a freehold cottage and premises situate in East Street Wivenhoe in the County of Essex

Witley Denton Colchester

This Indenture made the nineteenth day of June One thousand nine hundred and eleven Between Arthur Vinson of Wivenhoe in the County of Essex Baker (hereinafter called the Vendor) of the one part and Leonard Dodson of Colchester in the said County of Essex Butcher and Contractor (hereinafter called the Purchaser) of the other part

Witnesseth that in consideration of the sum of Forty three pounds on or before the execution of these presents paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges

The Vendor as Beneficial Owner hereby conveys unto the Purchaser

All that messuage or tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills and now of James Mills situate All that messuage or tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills and now of James Mills situate on the North side of the street called East Street leading from Anchor Hill to the Brook in the parish of Wivenhoe in the County of Essex we being part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Taxibiers (sic should be Saxabies) abutting East upon a messuage formerly of Edward Bocket and afterwards of John Sanford and now or late of Susannah Candler and West upon a messuage formerly of Mary Barker afterwards of William Hines deceased and in the occupation of Thomas Pretty and now or lately belonging to John Sandford Gunn

All of which said premises hereby conveyed were formerly copyhold of the Manor of Wivenhoe and were enfranchised by an Indenture dated the seventeenth day of June one thousand nine hundred and eleven and made between George Frederick Beaumont therein described of the one part and the Vendor of the other part

To hold the same unto and

To the use of the Purchaser in fee simple

And it is hereby certified and declared by the parties hereto in pursuance of Section 73 of the Finance (1909-10) Act 1910 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 said parties to these presents have hereunto set their hands and seals the day and year first before written

Signed sealed and delivered by the beforenamed Vendor in the presence of
Sydney O. Goodwin Colchester Solicitor

Arthur Vinson

13

26 May 1915

The Manor of Wivenhoe with its Members

Admission of Mr William Gunn

Beaumont & Son Coggeshall

On the Twenty sixth day of May One thousand nine hundred and fifteen BEFORE HORACE FREDERICK BEAUMONT Gentleman steward of the said Manor

WHEREAS out of Court on the Twentieth day of April One thousand eight hundred and eighty six John Sanford Gunn of Wivenhoe in the County of Essex was admitted under the will of Kezia Hines deceased to

ALL THAT messuage or tenement situate in Wivenhoe aforesaid on the North side of the street leading from the Anchor Hill towards the Brook formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies formerly the estate of John Chandler and which said messuage abutted upon another messuage formerly of the Mary Baker towards the West and upon another messuage formerly of the said Mary Barker and afterwards of Thomas Sanford towards the East and which said messuage or tenement was formerly in the occupation of William Pittcock since of Thomas Pretty afterwards of [blank] Purdy and now of [blank] Havens

NOW BE IT REMEMBERED that on this Twenty sixth day of May One thousand nine hundred and fifteen comes WILLIAM JOHN GUNN of Paget Road Wivenhoe aforesaid Mariner (by Ernest William Saunders Gentleman his attorney) and informs the said Steward that the said John Sanford Gunn died on the fourteenth day of March One thousand nine hundred and fifteen seized of the said hereditaments and premises leaving him the said William John Gunn his youngest son and customary heir and prays the lord of the said Manor to admit him tenant to the hereditaments and premises of which the said John Sanford Gunn so died seized as aforesaid

TO WHOM the Lord of this Manor doth by the hands of his said steward grant and deliver seizin thereof by the rod

TO HOLD the said hereditaments and premises unto the said William John Gunn his heirs and assigns for ever Of the Lord by the rod at the will of the Lord according to the custom of the said Manor by the rents customs and services therefor (sic) due and of right accustomed And he pays to the Lord for a fine as in the margin and so saving always the right of the Lord the said William John Gunn is (by his said attorney) admitted tenant thereof in form aforesaid but his fealty is respited until &c.

ENROLLED and EXAMINED

H. F. Beaumont STEWARD

14

28 May 1915

The Lord of the Manor with its Members

To Mr William Gunn

Enfranchisement

This Indenture made the Twenty eighth day of May One thousand nine hundred and fifteen Between George Frederick Beaumont of Coggeshall in the County of Essex Esquire Lord of the Manor of Wivenhoe with its Members in the said County of Essex (hereinafter called "the said lord") of the one part and William John Gunn of Paget Road Wivenhoe aforesaid Mariner (hereinafter called "the said tenant") of the other part

Whereas the said lord is seized in fee simple in possession of the said manor free from incumbrances

And whereas on or about the Twenty sixth day of May One thousand nine hundred and fifteen the said tenant was duly admitted to the copyhold hereditaments parcel of the said manor described in the schedule hereto

To hold the same to him his heirs and assigns at the will of the lord according to the custom of the said manor

And whereas the said lord has agreed with the said tenant to enfranchise the said copyhold hereditaments for the sum of Seven pounds

Now this Indenture witnesseth that in consideration of the sum of Seven pounds to the said lord paid by the said tenant (the receipt whereof the said lord doth hereby acknowledge)

The said lord

As beneficial owner hereby enfranchises and conveys unto the said tenant and his heirs All and singular the hereditaments to which the said tenant was so admitted as hereinbefore recited and which are described in the schedule hereto Together with the timbers and other trees growing therein and all mines minerals rights and easements therein or thereto belonging or appertaining

To hold the same unto and To the use of the said tenant his heirs and assigns as freehold freed and discharged from all rents fines heriots suits and services and other incidents of copyhold tenure

And the said lord hereby acknowledges the right of the said tenant to production of the Court rolls and Court books of the said manor so far as they relate to the premises hereby enfranchised and to delivery of copies thereof and hereby undertakes for the safe custody thereof

And it is hereby declared and certified that the transaction effected by these presents does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Five hundred pounds In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule hereinbefore referred to

All that messuage of tenement situate in Wivenhoe aforesaid on the north side of the street leading from the Anchor Hill towards the Brook formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Savabier (sic should be Saxabies) formerly the Estate of John Chandler and which said messuage abutted upon another messuage formerly of Mary Barker towards the west and upon another messuage formerly of the said Mary Barker and afterwards of Thomas Sanford towards the east and which said messuage was formerly in the occupation of William Pittock since of Thomas Pretty afterwards of [blank] Purdy and now of [blank] Havens

Signed sealed and delivered by the before named George Frederick Beaumont in the presence of
E. W. Saunders
Clerk to Messrs Beaumont & Son
G. F. Beaumont

15/16 *[two Indentures on the same sheet]*

3 June 1915 *[the first Indenture]*

Mr William Gunn to Mr A Vinson

Conveyance of freehold Cottage in East Street Wivenhoe Essex

Marshall Son & Potter Colchester

This Indenture made the Third day of June One thousand nine hundred and fifteen Between William John Gunn of Paget Road Wivenhoe in the County of Essex Mariner (hereinafter called the Vendor) of the one part and Arthur Vinson of Alma Street Wivenhoe aforesaid Mariner was admitted on the Twentieth day of April One thousand eight hundred and eighty six to the hereditaments hereinafter described in the Schedule hereto which were then the Copyhold of the Manor of Wivenhoe

And whereas the said John Sanford Gunn died on the Fourteenth day of March One thousand nine hundred and fifteen leaving the Vendor his youngest son and customary heir according to the custom of the said Manor

And whereas the Vendor was duly admitted to the said hereditaments on the twenty sixth day of May One thousand nine hundred and fifteen

And whereas by an Indenture dated the twenty eighth day of May One thousand nine hundred and fifteen and made between George Frederick Beaumont of the one part and the Vendor of the other part the said hereditaments were released and enfranchised unto the Vendor his heirs and assigns

And whereas the Vendor has agreed with the Purchaser for the sake to him of the said hereditaments at the price of Thirty pounds

Now this Indenture witnesseth that in consideration of the sum of Thirty pounds to the Vendor this day paid by the Purchaser (the receipt whereof is hereby acknowledged) the Vendor as beneficial owner hereby grants and conveys unto the Purchaser and his heirs the hereditaments described in the Schedule hereto

To hold the same unto and **To the use of** the Purchaser his heirs and assigns

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 as the aggregate amount or value of the consideration exceeds the sum of Five hundred pounds

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

The Schedule above referred to

All that messuage or tenement in Wivenhoe aforesaid as the same abuts on the North on the Churchyard there on the South on East Street on the East on property belonging to [blank] Dodson and on the West on property belonging to Bates and is now in the occupation of the Widow Clough

As the same was formerly described as "All that messuage or tenement situate in Wivenhoe aforesaid on the North side of the Street leading from Anchor Hill towards the Brook formerly part of the Estate called Underset to the Cross Keys Tavern otherwise Rogers and Saxabies formerly the estate of John Chandler and which said messuage abutted upon another messuage formerly of Mary Barker towards the West and upon another messuage formerly of the said Mary Barker and afterwards of Thomas Sanford towards the East and which said messuage or tenement was formerly in the occupation of [blank] Purdy and now of Havens

Signed sealed and delivered by the before named William John Gunn in the presence of G. H. Trayler Marine Engineer Wivenhoe Cross near Colchester

William John Gunn

29 April 1919 [*the second Indenture*]

Mr Arthur Vinson to John A Fale

Conveyance

Marshall Son & Potter

Colchester

This Indenture made the twenty ninth day of April One thousand nine hundred and nineteen Between the before named Arthur Vinson (hereinafter called the Vendor) of the one part and John Augustus Fale of Alma Street Wivenhoe in the County of Essex Fish Merchant (hereinafter called the Purchaser) of the other part

Witnesseth that in consideration of the sum of Fifty pounds this day paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges)
The Vendor as beneficial owner hereby grants and conveys unto the Purchaser

All the before described premises

To hold the same unto and **To the use of** the Purchaser his heirs and assigns

And it is hereby certified and declared 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 of the aggregate amount or value of the consideration exceeds the sum of Five hundred pounds

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered by the before named Vendor in the presence of Frank J Eagles? The Avenue Wivenhoe Food? Executive Officer

Arthur Vinson

17

14 May 1919

Mr Leonard Dodson to Mr J. A. Fale

Conveyance of dwelling house in East Street Wivenhoe Essex

Marshall & Son Colchester

This Indenture made the fourteenth day of May One thousand nine hundred and nineteen Between Leonard Dobson of Colchester in the County of Essex Butcher and Contractor (hereinafter called the Vendor) of the one part and John Augustus Fale of Wivenhoe in the said County of Essex Fish Merchant (hereinafter called the Purchaser) of the other part

Whereas the Vendor is seized of the hereditaments hereinafter described and intended to be hereby conveyed for an estate of inheritance in fee simple in possession free from incumbrances and he has agreed to sell the same to the Purchaser at the price of Thirty five pounds

And whereas it is hereby certified that the transaction 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

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Thirty five pounds to the Vendor paid by the Purchaser (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as beneficial owner doth hereby grant and convey unto the Purchaser

All that messuage or tenement formerly in the occupation of William Stewardson afterwards of the Widow Mills then of James Mills and now unoccupied situate on the North side of the street called East Street leading from Anchor Hill to the Brook in the parish of Wivenhoe in the County of Essex being part of the Estate called the Underset to the Cross Keys Tavern otherwise Rogers and Taxabiers (should be Saxabies) abutting East upon a messuage formerly of Edward Bocket and afterwards of John Sanford and now of late of Susannah Candler and West upon a messuage formerly of Mary Barker afterwards of William Hines deceased and then in the occupation of Thomas Pretty and now or late belonging to John Sanford Gunn

To hold the same unto and to the use of the Purchaser in fee simple

In witness whereof the said parties to these presents have hereunto set their hands and seals this day and year first before written

Signed sealed and delivered by the said Leonard Dodson in the presence of Sidney O. Goodwin Colchester Solicitor

L. Dodson

18

1929

Abstract of the Will of Mr J. A. Fale

Sparling Son & Benham Colchester

27 February 1920

[pencil note to say 'examined with original Probate in our possession' checked by Sparling Son & Benham 31.10.29]

BY HIS WILL of this date JOHN AUGUSTUS FALE of Wivenhoe in the County of Essex Fish Merchant appointed his brother Thomas William Fale and his sister Grace Georgina Flux Executors and Trustees thereof

AFTER certain gifts He devised unto his Trustees

All that his freehold fish shop and premises situate in East Street Wivenhoe aforesaid Upon Trust to allow his nephew and assistant Edwin Joseph Green the option (to be exercised within 3 months after his decease) to purchase the same together with all fittings fixtures and tools of trade in and about the said premises at the price of £450

And should his said nephew exercise such option then his Trustees were directed and empowered to allow such purchase money to be paid to them by his said nephew by instalments of not less than 30/- per week such payments to be free of interest such instalments to be regularly paid until the said sum of £450 was fully paid and satisfied

And the amount arising from such sale he gave and bequeathed unto his said wife for her own use

EXECUTED by J. A. Fale & attested

21 April 1920

[examined by solicitors]

BY A CODICIL to his said Will the said J. A. Fale directed that the option contained in his before written Will given to his nephew Edwin Joseph Green to purchase his fish shop and premises should be postponed for a period of 4 years from his decease and during such period his Trustees should continue his said business his nephew Edwin Joseph Green being employed therein as Manager at a salary of £5 per week and he directed that the net profits arising from such business during the said period of 4 years should be payable to his said wife for her own use and benefit

EXECUTED & attested

3 May 1920

The said J. A. Fale died

29 June 1920

The said Will together with Codicil proved in the Principal Probate Registry of H. M. High Court of Justice by both Executors (T. W. Fale & G. G. Flux) named in this said Will

19/20

[two conveyances on the same sheets]

11 October 1929 *[first Conveyance]*

THE TRUSTEES for SALE under the WILL of JOHN AUGUSTUS FALE deceased to Mr E. J. Green

CONVEYANCE of a freehold messuage and Shop situate in East Street, Wivenhoe in the County of Essex

Sparling, Son & Benham, Colchester

This CONVEYANCE is made the Eleventh day of October One thousand nine hundred and twenty nine BETWEEN THOMAS WILLIAM FALE of High Street Rowhedge in the County of Essex Omnibus Proprietor and Grace Georgina Flux the wife of Ernest George Flux of Alma Street Wivenhoe in the said County of Essex (hereinafter called "the Vendors") of the one part and EDWIN JOSEPH GREEN of East Street Wivenhoe aforesaid Fishmonger (hereinafter called "the Purchasers") of the other part

WHEREAS:-

1. **John Augustus Fale** (hereinafter called "the Testator") formerly of Wivenhoe aforesaid Fish Merchant made his Will dated the twenty seventh day of February One thousand nine hundred and twenty and thereby appointed the Vendor Executors and Trustees thereof and after certain specific bequests the Testator devised unto his Trustees

All that his freehold fish shop and premises situate in East Street Wivenhoe aforesaid Upon trust to allow the Purchaser the option (to be exercised within three months after the death of the Testator) to purchase the same together with all fittings fixtures and tools of trade in and about the said premises at the price of Four hundred and fifty pounds and should the Purchaser exercise such option then his Trustees were directed and empowered to allow such purchase money to be paid to them by the Purchaser by instalments of not less than thirty shillings per week such payments to be free of interest and to be regularly paid until the said sum of Four hundred pounds was fully paid and satisfied.

2. The Testator made a codicil to his said Will dated the twenty first day of April One thousand nine hundred and twenty whereby he postponed the said option to purchase for a period of four years from his decease.

3. The Testator died on the third day of May One thousand nine hundred and twenty and his said Will and Codicil were duly proved by the Vendors in the Principal Probate Registry on the twenty ninth day of June One thousand nine hundred and twenty.

4. The Testator was at the date of his death seised of the hereditaments hereby conveyed in unincumbered fee simple in possession.

5. The Purchaser in conformity with the provisions of the said Will and Codicil duly agreed to purchase the said hereditaments for the said sum of Four hundred and fifty pounds and the said sum having been paid to the Vendors by the Purchaser by the instalments mentioned in the said Will the Purchaser has requested that the said hereditaments may be conveyed to him

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the provisions of the said Will and Codicil of the Testator and in consideration of the payment of the said sum of Four hundred and fifty pounds to the Vendors in manner aforesaid (the payment and receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchaser

ALL THAT freehold messuage and shop with the appurtenances thereto belonging situate in East Street Wivenhoe aforesaid and now in the occupation of the Purchaser As the said hereditaments were conveyed to the Testator by a Deed dated the twenty ninth day of April One thousand nine hundred and nineteen and made between Arthur Vinson of the one part and the Testator of the other part

TO HOLD the same UNTO the Purchaser in fee simple discharged from all the trusts powers and provisions affecting the proceeds of sale

2. The Vendors hereby acknowledge the right of the Purchaser to production and delivery of copies of Probate of the said Will and Codicil of the Testator dated the twenty ninth day of June One thousand nine hundred and twenty

3. 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 said parties to these presents have hereunto set their hands and seals the day and year first before written

SIGNED SEALED and DELIVERED by the before named Thomas William Fale in the presence of F. Mawdsley Bus Driver High Street Rowhedge

T. W. Fale

G. G. Flux

11 February 1931 [*second Conveyance*]

CONVEYANCE

Sparling, Son & Benham, Colchester

THIS CONVEYANCE is made the eleventh day of February One thousand nine hundred and thirty One BETWEEN the within named THOMAS WILLIAM FALE and GRACE GEORGINA FLUX of the one part and the within named EDWARD JOSEPH GREEN of the other part

WHEREAS:

(1) The within named John Augustus Fale was at the date of his death within recited seised of the hereditaments hereby assured in unincumbered fee simple in possession.

(2) The Fish Shop and premises in East Street Wivenhoe in the County of Essex referred to in the Will of the said John Augustus Fale within recited comprised not only the hereditaments assured by the within written Conveyance but also the hereditaments hereby assured and the option to purchase the said shop and premises for Four hundred and fifty pounds contained in the Will of the said John Augustus Fale within recited was intended to refer to the hereditaments hereby assured as well as to the hereditaments assured by the within written Conveyance but the hereditaments hereby assured were by mistake omitted from the parcels of the within written Conveyance.

(3) in order to comply with the intention of the said John Augustus Fale as expressed by his Will in the within written Conveyance recited the Vendors have at the request of the Purchaser agreed to execute this deed.

NOW THIS DEED WITNESSETH that in pursuance of the agreement hereinbefore contained and in pursuance of the provisions of the Will and Codicil of the said John Augustus Fale in the within written Conveyance recited and for the consideration in the within written Conveyance expressed to be paid the Vendors as Trustees hereby convey to the Purchaser

ALL THAT messuage or tenement situate in East Street Wivenhoe in the County of Essex

As the same was conveyed to the said John Augustus Fale by a Conveyance dated the fourteenth day of May One thousand nine hundred and nineteen and made between Leonard Dodson of the one part and the said John Augustus Fale of the other part and was (with the adjoining hereditaments assured by the within written Conveyance) converted by the said John Augustus Fale into one dwelling house and fish shop formerly in the occupation of the said John August Fale and now of the Purchaser

TO HOLD THE SAME to this Purchaser in fee simple

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seal the day and year first before written

SIGNED SEALED AND DELIVERED by the before named THOMAS WILLIAM FALE in the presence of:- F. Mawdsley Bus Driver High Street Rowhedge

SIGNED SEALED AND DELIVERED by the before named GRACE GEORGINA FLUX in the presence of F. Mawdsley Bus Driver High Street Rowhedge

T. W. Fale

G. G. Flux

[An application for a land search at H. M. Land Registry dated 10 October 1922 (Ref No OS 257014/1929) is attached referring to the shop in East Street and citing the names of Thomas William Fale High Street, Rowhedge, Essex, Omnibus Proprietor Grace Georgina Flux Alma Street, Wivenhoe, Essex, The Wife of Ernest George Flux]

21

31 December 1932

The Manor of Wivenhoe with its Members in the County of Essex

Mrs Amy Beaumont and Others and Mr James Bates

Compensation Agreement

THIS COMPENSATION AGREEMENT is made between Amy Beaumont of Great Coggeshall in Essex Widow Horace Frederick Beaumont of 18 Fleet Street in the County of London Solicitor and John Lionel Beaumont of Great Coggeshall aforesaid Solicitor the Lady and Lords of the Manor of Wivenhoe with its Members in the said County of Essex (hereinafter called "the lady and the lords") of the one part and James Bates of Fern Cottage Queens Road Wivenhoe Essex Mariner (hereinafter called "the Purchaser") of the other part.

WHEREAS :-

1. THE lady and the lords are seised of the said manor for an estate in fee simple in possession free from incumbrances as joint tenants on the statutory trusts defined by Section 35 of the Law of Property Act 1925.
2. **THE** purchaser is seised in fee simple in possession of the land mentioned in the schedule hereto then formerly copyhold of the said manor subject to the rights reserved to the lady and

the lords of the said manor by the Law of Property Act 1922 and to the Manorial incidents saved by the said Act and intended to be hereby extinguished.

NOW PURSUANT to the Law of Property Act 1922

THIS AGREEMENT WITNESSETH and it is hereby declared as follows:-

1. **THE** compensation for the extinguishment of the manorial incidents saved by Part V of the Law of Property Act 1922 affecting the land mentioned in the schedule hereto and of the rights of the lady and the lords of the said manor in or to any mines and minerals in or under the said land and the sporting and other rights affecting the same preserved by the Twelfth Schedule to that Act shall be the sum of £11-10-0.
2. **IT IS HEREBY CERTIFIED** that the transaction effected by these presents does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Five hundred pounds and that the consideration for the inclusion of the rights mentioned in Clause 5 of the Twelfth Schedule to the Law of Property Act 1922 did not exceed the sum of Five pounds.

IN WITNESS whereof the said parties to these presents have set their hands and seal the day and year first before written

THE SCHEDULE above referred to

ALL THAT messuage or tenement situate in Wivenhoe aforesaid formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting east upon a messuage lately the property of Kezia Hines and west upon a messuage or tenement formerly belonging to Mary Barker afterwards to Messieurs Tabrum and Parkes which said messuage or tenement was formerly in the occupation of Thomas Corder then of [blank] Carrington and afterwards of [blank] Bates To which the said James Bates was admitted tenant on the 18th November 1903 on Surrender of Samuel Nathaniel Squire.

SIGNED by the said Amy Beaumont and John Lionel Beaumont in the presence of E. Saunders Clerk to Mssrs Beaumont & Son Solicitors Coggeshall

SIGNED by the said Horace Frederick Beaumont in the presence of V. Cawston 18 Fleet Street EC 4 Clerk to Mssrs Beaumont Son & Rigden of the same address

THE MANOR of WIVENHOE with its Members in the County of Essex

1. THE within named lady and the lords of the said manor hereby acknowledge that all rents fines reliefs heriots and fees payable in respect of the land referred to in the within written agreement have been duly discharged
2. THE said lady and the lords hereby acknowledge the receipt of the compensation money by the within written agreement agreed to be paid

DATED this Thirty first day of December One thousand nine hundred and thirty two

Amy Beaumont

H. F. Beaumont

John L. Beaumont

Receipt for compensation money endorsed:- "3rd January 1933 Receipt for £6.5 Stewards Compensation & Costs signed by Beaumont and Deputy Steward"]

22

31 March 1933

Mr E. J. Green to V. E. Marshall Esquire

MEMORANDUM OF DEPOSIT

To secure £70 and interest at £5% per annum

Marshall Son and Bulgin, Colchester

THIS MEMORANDUM OF DEPOSIT made this thirty first day of March One thousand nine hundred and thirty three BETWEEN EDWIN JOSEPH GREEN of East Street Wivenhoe in the County of Essex Fish Merchant (hereinafter called "the Borrower") of the one part and VERNON EVELYN MARSHALL of Trinity Street Colchester in the same County Solicitor (hereinafter called "the Mortgagee") of the other part

WITNESSETH as follows:-

1. THE Borrower has this day deposited with the Mortgagee the documents mentioned in the Schedule hereto with intent to create an equitable Mortgage upon all the property comprised therein or to which the same relate for securing the repayment to the Mortgagee on the Fifth day of October next of the sum of Seventy pounds this day advanced and paid by him to the Borrower together with interest thereon at the rate of Five pounds per centum per annum from the date hereof such interest to continue payable after the said Fifth day of October next if the said principal sum shall not be paid on that day by equal half yearly payments on the Fifth day of April and the Fifth day of October in every year
2. THE Borrower or the persons deriving title under him shall execute at his or their own cost a legal Mortgage of the said property to the Mortgagees for securing all principal money and interest for the time being owing on this security whenever requested so to do such Mortgage to contain covenants and provisions generally as the Mortgagee may reasonably require

AS WITNESS the hands of the parties hereto

THE SCHEDULE above referred to

As to part

28th May 1915	Lord of Manor of Wivenhoe to William Gunn	ENFRANCHISEMENT
3rd June 1915	William J. Gunn to Arthur Vinson	CONVEYANCE
29th April 1919	Arthur Vinson to John A. Fale	CONVEYANCE

As to other part

17th June 1911	Lord of the Manor of Wivenhoe to A. Vinson	ENFRANCHISEMENT
19th June 1911	Arthur Vinson to Leonard Dodson	CONVEYANCE
14th May 1919	Leonard Dodson to John A. Fale	CONVEYANCE
<i>As to the whole</i>		
13th February 1922	Personal Representatives of Will of John A. Fale and Edwin J. Green	AGREEMENT
- 1929. -	ABSTRACT OF TITLE OF J. A. FALE	
11th October 1929	Trustees for Sale under Will of John A. Fale to Edwin J. Green	CONVEYANCE
11th February 1931	Trustees for Sale under Will of John A. Fale to Edwin J. Green	CONVEYANCE (endorsed on Deed of 11th Oct. 1929)

POLICY Number 261598 in

Essex & Suffolk Office for £450.

SIGNED by the said EDWIN JOSEPH GREEN in the presence of Wm. T. Smith Clerk to Messrs Marshall Son & Bulgin Solicitors Colchester

Edwin Joseph Green

Received the 20th day of June 1939 all moneys owed by the within written charge together with interest thereon (signed by Vernon Marshall across a 2d stamp)

23

24 July 1939

**E. J. Green to Barclays Bank Ltd
Charge by way of Legal Mortgage
To Secure Balance of Account**

Standard printed form referring to the Legal Charge Between Edwin Joseph Green of East Street Wivenhoe and Barclays Bank.

Refers to the Schedule:-

THE SCHEDULE above referred to

As to part

28th May 1915	Lord of Manor of Wivenhoe to William J. Gunn	ENFRANCHISEMENT
3rd June 1915	William J. Gunn to Arthur Vinson	CONVEYANCE
29th April 1919	Arthur Vinson to John A. Fale	CONVEYANCE

As to other part

	Bundle of old Deeds	
17th June 1911	Lord of the Manor of Wivenhoe to A. Vinson	ENFRANCHISEMENT
19th June 1911	Arthur Vinson to Leonard Dodson	CONVEYANCE
14th May 1919	Leonard Dodson to John A. Fale	CONVEYANCE

As to the whole

13th February 1922	Personal Representatives of Will of John A. Fale and Edwin J. Green	AGREEMENT
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-	1929	Abstract of Title of J. A. Fale	
11th October 1929		Trustees for Sale under Will of John A. Fale to Edwin J. Green	CONVEYANCE
11th February 1931		Trustees for Sale under Will of John A. Fale	CONVEYANCE (endorsed on Deed of 11th Oct. 1929)
31st March 1933		E. J. Green to V. E. Marshall	Mortgage (with receipt discharged 20/6/39)

POLICY Number 261598 in Essex & Suffolk Office for £450.

On the back of the policy it states

"Barclays Bank Ltd hereby acknowledges that they have this 24th day of October 1961 received the balance of the moneys (including interest and costs secured by the within written Deed the payment having been made by the within named Edwin Joseph Green.

In witness thereof the said Bank have caused their Common Seal to be hereby affixed the day and year first above written.

Signed by a Director and Assistant Secretary"

24

1939

ABSTRACT OF THE TITLE of MR JAMES BATES to property at Wivenhoe, Essex

Asher Prior & Son, Colchester

18 November 1902

THE MANOR of WIVENHOE with its Members

[Examined with the original at the offices of Ashley Prior & Son, Colchester 29/7/39, Marshall Son & Bulgin]

THE GENERAL COURT BARON and Customary Court of George Frederick Beaumont Esq. Lord of the said Manor holden in and for the said Manor at the "Rose & Crown" Inn Wivenhoe in Essex on this date before Ernest William Saunders Gentleman Deputy Steward of the said Manor

RECITING THAT at a General Court Baron held for this Manor on the 27th May 1902 the Homage presented an Absolute Surrender taken out of Court on 15th February 1902 and passed by Samuel Nathaniel Squire a copyhold or customary tenant of this Manor

To the use of James Bates of Wivenhoe in Essex Mariner his heirs and assigns according to the custom of this Manor and which Surrender was duly recorded on the Court Rolls of the said Manor and because the said James Bates came not at that Court to crave admittance the first proclamation was made and the first default was recorded

AT THIS COURT came the said JAMES BATES (by James Charles Bates his attorney) and humbly prayed the Lord of this Manor to admit his tenant to the hereditaments and premises so surrendered to his use as aforesaid namely to

ALL THAT messuage or tenement situate in Wivenhoe aforesaid then formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage lately the property of Kezia Hines and West upon a messuage or tenement formerly belonging to Mary Barker and afterwards to Messieurs Tabrum and Parkes Which said messuage or tenement was late in the occupation of Thomas Corder afterwards of Carrington and then for many years then past in the occupation of [blank] Bates Together with the appurtenances

TO WHOM the Lord of this Manor by his said Steward did grant and deliver seizin thereof by the rod

TO HAVE and **TO HOLD** the said hereditaments and premises with the appurtenances unto the said James Bates his heirs and assigns for ever Of the Lord by the rod at the Will of the Lord according to the custom of this Manor by the rents fines customs and services therefor (sic) due and of right accustomed

AND he paid to the Lord the customary fine and so saving always the right of the Lord the said James Bates was (by his said attorney) admitted tenant thereof in form aforesaid being respited until etc.

[pencilled note saying Enrolled and Examined, E. W. Saunders Steward]

31st December 1932

[Stamps:- 6d & "Produced" Examined as before with the original M. S. & B.]

BY COMPENSATION AGREEMENT made between Amy Beaumont of Great Coggeshall in Essex Widow Horace Frederick Beaumont of 18 Fleet Street in the County of London Solicitor and John Lionel Beaumont of Great Coggeshall aforesaid Solicitor the Lady and Lords of the Manor of Wivenhoe with its Members in the said County of Essex (thereinafter called "the lady and the lords") of the one part and James Bates of Fern Cottage Queens Road Wivenhoe Essex Mariner (thereinafter called "the Purchaser") of the other part.

RECITED:-

1. THE lady and the lords were seised of the said manor for an estate in fee simple in possession free from incumbrances as joint tenants on the statutory trusts defined by Section 35 of the Law of Property Act 1925.
2. **THE** purchaser was seized in fee simple in possession of the land mentioned in the schedule thereto then formerly copyhold of the said manor subject to the rights reserved to the lady and the lords of the said manor by the Law of Property Act 1922 and to the Manorial incidents saved by the said Act and intended to be thereby extinguished.

PURSUANT to the Law of Property Act 1922

IT WAS WITNESSED:-

1. **THE** compensation for the extinguishment of the manorial incidents saved by Part V of the Law of Property Act 1922 affecting the land mentioned in the schedule thereto and of the rights of the lady and the lords of the said manor in or to any mines and minerals in or under the said land and the sporting and other rights affecting the same preserved by the Twelfth Schedule to that Act should be the sum of £11-10-0.
2. **CERTIFICATE** that the transaction not part of a larger transaction and under £500 and that the consideration for the inclusion of the rights mentioned in Clause 5 of the 12th Schedule to the Law of Property Act 1922 did not exceed the sum of Five pounds.

THE SCHEDULE above referred to

ALL THAT messuage or tenement situate in Wivenhoe aforesaid formerly part of the estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting east upon a messuage lately the property of Kezia Hines and west upon a messuage or tenement formerly belonging to Mary Barker afterwards to Messieurs Tabrum and Parkes which said messuage or

tenement was formerly in the occupation of Thomas Corder then of [blank] Carrington and afterwards of [blank] Bates To which the said James Bates was admitted tenant on the 18th November 1903 on Surrender of Samuel Nathaniel Squire.

SIGNED by the Lady and the Lords and attested.

Receipt for compensation money endorsed.

[pencilled note "3rd January 1933 Receipt for £6.5 Stewards Compensation & Costs signed by Beaumont and Deputy Steward"]

25

8 August 1939

Mr James Bates to Mr E. J. Green

Conveyance of freehold dwelling-house and premises situate in East Street Wivenhoe Essex

Marshall Son & Bulgin Colchester

This Conveyance is made the eighth day of August One thousand nine hundred and thirty BETWEEN James Bates of Fern Cottage Queens Road Wivenhoe in the County of Essex Mariner (hereinafter called "the Vendor") of the one part and Edwin Joseph Green of East Street Wivenhoe aforesaid Fish Merchant (hereinafter called "the Purchaser") of the other part

WHEREAS the Vendor is seized of the property hereinafter described in unincumbered fee simple in possession

AND WHEREAS the Vendor has agreed with the Purchaser to sell the said property to him in fee simple in possession free from incumbrances for the sum of Thirty Pounds

NOW THIS DEED WITNESSETH as follows:-

1. **IN** consideration of the sum of Thirty Pounds paid to the Vendor by the Purchaser (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys to the Purchaser

ALL THAT freehold messuage or tenement situate in East Street aforesaid as the same is bounded on the north and west side thereof by the Parish Churchyard there on the south by East Street aforesaid and on the east by other property of the Purchaser

As the same was formerly copyhold of the Manor of Wivenhoe and described as "All that messuage or tenement situate in Wivenhoe aforesaid formerly part of the Estate called the Underset to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage lately the property of Kezia Hines and west upon a messuage or tenement formerly belonging to Mary Barker afterwards to Messieurs Tabrum and Parkes which said messuage or tenement was formerly in the occupation of Thomas Corder then of Carrington and afterwards of Bates"

TO HOLD the same unto the Purchaser in fee simple

2. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Five Hundred Pounds

IN WITNESS whereof the Vendor has hereunto set his hand and seal the day and year first hereinbefore written.

SIGNED SEALED and DELIVERED by the said James Bates in the presence of:-}
C. H? Sanderson Clerk to Anderson? & Son Solicitors Colchester

26

9 December 1963

E. J. GREEN, ESQ to O. H. DICKERSON, ESQ.

Conveyance

of the freehold land, shop and premises in East Street, Wivenhoe in the County of Essex
Marshall & Sutton, Solicitor, Colchester

This Conveyance is made the Ninth day of December One thousand nine hundred and sixty three BETWEEN EDWIN JOSEPH GREEN of "Eastcote" East Street Wivenhoe in the County of Essex Fishmonger (hereinafter called "the Vendor") of the one part and OLIVER HENRY DICKERSON of "Dorma House" Brightlingsea Road Thorrington in the said County of Essex Fishmerchant (hereinafter called "the Purchaser") of the other part

WHEREAS:-

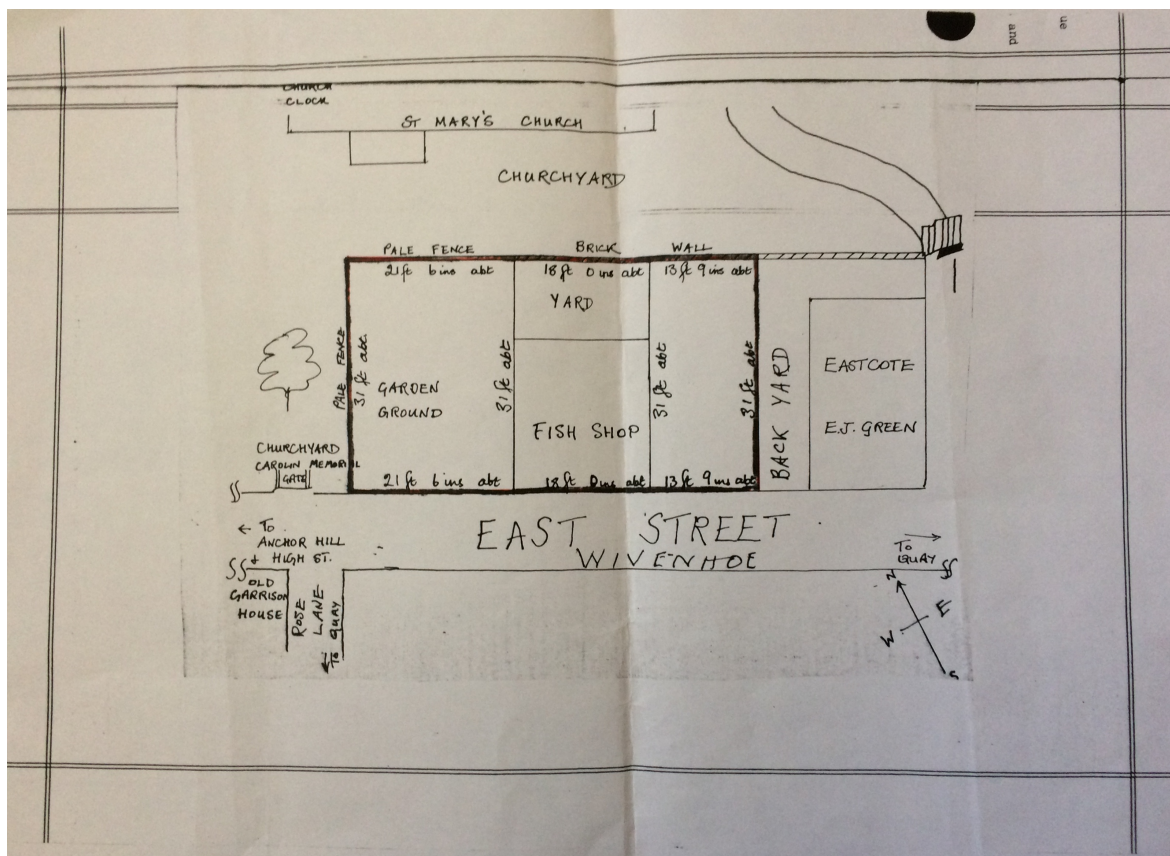
- (1) The Vendor is seised of the Property hereinafter described for an estate in fee simple in possession free from incumbrances
- (2) The Vendor has agreed with the Purchaser for the sale of the said property to him for a like estate subject as aforesaid but otherwise free from incumbrances at the price of TWO THOUSAND POUNDS

NOW THIS DEED WITNESSETH as follows:-

1. **IN** pursuance of the said agreement and in consideration of the sum of TWO THOUSAND POUNDS paid to the Vendor by the Purchaser (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT piece or parcel of freehold land situate in East Street Wivenhoe aforesaid having a frontage thereto of fifty-three feet of thereabouts TOGETHER with the shop premises and other buildings erected thereon or on some part thereof as the same is for the purpose of identification only more particularly delineated and described in the plan annexed hereto and thereon edged a Pink TO HOLD the same unto the Purchaser in free simple
2. **THE** Vendor hereby covenants with the Purchaser that He the Vendor will not for a period of five years from the date hereof either directly or indirectly undertake or carry on or be engaged concerned or interested either alone or in partnership with any other person firm or company or otherwise in the business of a Fish Merchant within a radius of seven miles from the property hereby conveyed and will not within the same period solicit orders or seek to obtain

business or permit his name or business style to be used for such purposes for or by any persons carrying on or about to carry on such business within the same radius.

3. **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 FOUR THOUSAND FIVE HUNDRED POUNDS



IN WITNESS whereof the parties hereby have hereunto set their hands and seals the day and years first before written

SIGNED SEALED AND DELIVERED by the said Edwin Joseph Green in the presence of T. M. Endean EAST STREET WIVENHOE Butchery Manager

E. J. Green

27

7 October 1965

MR O. H. DICKERSON to MR. B. S. GREEN

Counterpart/ Lease

of Fish Shop, East Street, Wivenhoe, Essex

R. G. Lord Brightlingsea

This Lease made the seventh day of October One thousand nine hundred and sixty five BETWEEN OLIVER HENRY DICKERSON of "Dorma House" Brightlingsea Road Thorrington in the County of Essex Fishmerchant (hereby called "the Landlord") of the one part and BRIAN SIDNEY GREEN of "Glenair" Stanley Road Wivenhoe in the said County (hereinafter called "the Tenant") of the other part WITNESSETH as follows:

1. **IN** consideration of the rent hereinafter reserved and the covenants on the part of the Renant hereinafter contained the Landlord hereby demises unto the Tenant ALL THAT piece or parcel of freehold land situated in East Street Wivenhoe aforesaid having a frontage thereto of fifty three feet or thereabouts TOGETHER with the shop premises and other buildings erected thereon and known as Fish Shop East Street aforesaid from the Twenty fourth day of June One thousand nine hundred and sixty five for the term of twenty one years determinable nevertheless as hereinafter provided PAYING therefor yearly during the said term the rent of TWO HUNDRED AND EIGHT POUNDS clear of all deductions except Landlords Property Tax by weekly payments of Four pounds on Monday each week the first of such payments to be made on Monday the Twenty eighth day of June One thousand nine hundred and sixty five
2. **THE** Tenant hereby covenants with the Landlord as follows namely:
 - (a) To pay the said rent on the days and in manner aforesaid without deductions except for Landlords Property Tax
 - (b) To pay all rates assessments and outgoings whatsoever imposed or charged upon the premises except for Landlords Property Tax
 - (c) To keep the whole of the said premises including the drains and all windows locks latches and fasteners in good repair (reasonable wear and tear and damage by fire excepted)
 - (d) To clear and make good every stoppage of and all damage to the drains caused by the negligence of the Tenant his servants family or visitors and to repay to the Landlord on demand all costs incurred by the Landlord in cleaning and making good any such stoppage or damage and so that for the purposes of this covenant all stoppages and damage shall be assumed to have been caused by such negligence unless the Tenant can prove to the contrary
 - (e) Not to assign Underset charge or part with the possession of the premises or any part thereof without the previous consent in writing of the Landlord such consent not to be unreasonably withheld
 - (f) To use the premises as and for a Fish Shop only and not to permit any sale by auction to be held thereon
 - (g) To permit the Landlord or his Agent twice in every year at reasonable times and upon reasonable notice to enter upon the premises for the purpose of inspecting the condition thereof
 - (h) To keep the demised premises insured at all times throughout the tenancy in the joint named of the Landlord and Tenant from loss of damage by comprehensive risks in some fire office approved by the Landlord in the full insurable value thereof and to make all payments necessary for the above purpose within seven days after the same shall become payable and to produce to the Landlord or his agent on demand the Policy of such insurance and the receipt for each such payment and to cause all money received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the demised premises Provided always that if the Tenant shall at any time fail to keep the premises insured as aforesaid the Landlord may do all things necessary to effect of maintain such insurance and any moneys expended by him for

that purpose shall be repayable by the Tenant on demand and be recoverable forthwith by action

3. **THE** Landlord hereby covenants with the Tenant that the Tenant paying the said rent and performing the covenants on his part hereinbefore contained shall peaceably hold and enjoy the premises during the said term without interruption by the Landlord or any person claiming under or in trust for him

4. **PROVIDED** always that if at any time during the said term the premises of any part thereof shall be rendered unfit for habitation or use by fire the said rent or a proportionate part thereof according to the nature and extent of the damage done shall cease and be suspended until the premises are re-instated and that any question arising as to the incidence or extent of this proviso shall be referred to two arbitrators one to be appointed to each part in accordance with the Arbitration Act 1889 of any statutory modification of re-enactment thereof for the time being in force

5. **AND** provided further that if the said rent or any part thereof shall at any time be in arrear for fourteen days after the same shall have become due (whether legally demanded or not) or there shall be any breach of the foregoing covenants on the part of the Tenant or he shall cease to occupy the said premises or attempt to remove or offer for sale the greater part of his goods from the said premises or commit any act of bankruptcy or suffer any distress or process of commitment order to be made against him under the Debtors Act 1869 then the Landlord may (without breach of covenant by the Tenant) re-enter upon the premises and determine the tenancy AND whenever this power of re-entry shall arise (whether the same be exercised or not) the rent for this week then current shall immediately become payable

6. **IF** the Tenant shall be desirous of determining this present Lease at the end of the first seven or fourteen years of the term hereby granted and if such his desire shall deliver to the Landlord or leave for him or send by registered post to him at his last known place of abode in England or Wales not less than six months notice in writing and shall pay all rent and perform and observe all the covenants and conditions hereinbefore contained and on his part to be performed and observed up to such determination then and in such case immediately after the expiration of the said period of seven or fourteen years as the case may be this present Lease shall cease and be void but without prejudice to any claim by the Landlord against the Tenant in respect of any antecedent breach of any covenant or condition herein contained

7. **IF** the Tenant shall desire to purchase the reversion in fee simple in the demised premises and shall within five years from the commencement of the term hereby created give to the Landlord three calendar months notice in writing of such desire then the Landlord will upon the expiration of such notice and on payment of the sum of Two thousand three hundred pounds together with all arrears of rent up to the expiration of the notice and all interest on the said sum of Three thousand three hundred pounds at the rate of Seven per cent per annum from the expiration of the notice until payment thereof convey the demised premises to the Tenant in fee simple free from incumbrances. The said sale to be in accordance with the provisions of the National Conditions of Sale then prevailing

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day an Year first before written

SIGNED SEALED and DELIVERED by the before named BRIAN SIDNEY GREEN in the presence of John Donnelly Solicitor Colchester
B S Green

28

29 April 1966

Mr. B. S. Green to Mrs. G. E. Green

Legal Charge

John Donnelly Colchester

THIS LEGAL CHARGE is made the Twenty ninth day of April One thousand nine hundred and sixty-six BETWEEN BRYAN (sic) SYDNEY GREEN of Glenair Stanley Road Wivenhoe in the County of Essex Fish Merchant (hereinafter called "the Borrower") of the one part and GLADYS EVELYN GREEN of 9 Manor Road Wivenhoe aforesaid Widow (hereinafter called "the Landlord") of the other part

WHEREAS

- (1) The premises mentioned in the first part of the schedule hereto are vested in the borrower for the residue of a term of twenty-one years from the twenty-fourth day of June One thousand nine hundred and sixty five granted by the Lessee particulars of which are set out in the second part of the said Schedule
- (2) The Lender has agreed to advance to the Borrower the sum of ONE THOUSAND POUNDS upon having the repayment thereof with interest thereon at the rate hereinafter mentioned secured in manner hereinafter appearing

NOW in pursuance of the said agreement and in consideration of One thousand pounds paid by the Lender to the Borrower (the receipt whereof the Borrower hereby acknowledged)

THIS DEED WITNESSETH as follows:-

1. **THE** Borrower hereby covenants with the Lender to repay the said one thousand pounds with interest thereon (to be calculated as hereinafter mentioned) at the rate of seven pounds per centum per annum by weekly instalments on account of principal and interest of two pounds ten shillings the said payments to be deemed to have commenced on the twenty-fourth day of June One thousand nine hundred and sixty-five and to be paid by bankers
2. **INTEREST** on the rate aforesaid shall be calculated as follows:- on the said One thousand on the fifth day of April next and thereafter on the balance of the principal to be calculated annually on each succeeding sixth day of April such weekly repayments to be applied first in discharge of the interest accrued due and the balance in reduction of the principal owing at the end of each year
3. **NOTWITHSTANDING** the covenant for payment by instalments contained in Clause 1 hereof the whole of the principal money hereby secured (or the balance owing at the time of the occurrence of event hereinafter mentioned) shall be payable immediately by the Borrower and the powers conferred on mortgages shall be deemed to arise and shall be exercised by the Lender

(1) if any instalment hereunder shall be in arrear and unpaid for four weeks

(2) in the event of any breach or non-performance of the covenants and conditions subject to which the mortgaged property is held by the Borrower

(3) if the Borrower shall enter into any agreement for the benefit of his creditors or commit any act of bankruptcy or suffer executors to be levied on the mortgaged property or any chattel thereon belonging to the Borrower

4. **THE** Borrower as Beneficial Owner hereby charges by way of Legal Mortgage ALL AND SINGULAR the property described in the Schedule hereto (hereinafter called "the mortgaged property") TOGETHER with the goodwill of the business of a Fish Merchant carried on there with payment to the Lender of the principal money interest and all other money payable by the Borrower to the Lender under this deed

5. **THE** Borrower hereby further covenants with the Lender as follows:

(1) To pay the yearly rent of £208 and to pay all rates assessments and outgoings whatsoever imposed or charged upon the property except Landlord's Property Tax

(2) To keep the mortgaged property in good and tenantable repair and condition and insured for full comprehensive risk for full insurable value thereof and punctually to pay all premiums for keeping up such insurance and on demand to produce to the Lender the Policy of Insurance and receipt for the last premium due

(3) If default shall be made by the Borrower in carrying out his obligations under the last preceding paragraph of this clause the Lender may herself insure the said property and the Borrower shall repay to the Lender all money so expended by her and until repaid the same shall be charged upon the mortgaged property and shall carry interest from the date of payment by the Lender until repaid by the Borrower

6. **THE** Borrower shall not without the previous consent in writing of the Lender exercise the power of leasing or agreeing to lease in respect of the mortgaged property conferred on a mortgagor by the Law of Property Act 1925

7. **IF** at any time during the subsistence of this security the Lender shall deem it necessary to increase the rate of interest payable hereunder to conform to the rates at this time chargeable on similar mortgages the Lender may give to the Borrower three months notice of intention to Increase the rate of interest as from the expiration of such notice

8. **THE** expression "the Borrower" and "the Lender" as hereinbefore used shall where the context so admits include their respective successors in title

IN WITNESS whereof the said parties hereto have set their hands and seals the day and year first before written

THE SCHEDULE referred to
FIRST PART

ALL THAT piece or parcel of land situate in East Street Wivenhoe aforesaid having a frontage thereto of 53 feet or thereabouts TOGETHER with the shop premises and other buildings erected thereon and known as Fish Shop East Street aforesaid

SECOND PART

7th October 1965 LEASE Mr. O. H, Dickerson (1)
Mr. B. S. Green (2)

SIGNED SEALED and DELIVERED by the said BRYAN SYDNEY GREEN in the presence of:-
John Donnelly Solicitor Colchester

B S Green

SIGNED SEALED and DELIVERED by the said GLADYS EVELYN GREEN in the presence of:
John Donnelly Solicitor Colchester

G E Green