

HAVENS FAMILY DEEDS

This collection of deeds referring to the Havens family of East Donyland and Wivenhoe was kindly loaned to the Wivenhoe History Group by Pat Green. The first three deeds refer to Wivenhoe. Beneath this is a list of all the deeds in chronological order which have either been transcribed, had an edited transcription or been summarised according to the content. The Wivenhoe deeds have all been transcribed and checked. The other deeds have been listed for research purposes but not thoroughly cross checked. Although most of the deeds consist of one long sentence they have been formatted into paragraphs for easier reading.

WIVENHOE DEEDS

25 April 1866

Conveyance of freehold and covenant to surrender copyhold messuage and hereditaments situate at Wivenhoe in the County of Essex

Mssrs Edward Parkes and William Moseley Tabrum

To Philip Havens Esquire

This Indenture made the twenty fifth day of April one thousand eight hundred and sixty six Between Edward Parkes of Colchester in the County of Essex Grocer and Jane Parkes his wife of the first part William Moseley Tabrum of the same place Grocer and Elizabeth Swinborne Tabrum his wife of the second part Philip Havens of Wivenhoe in the said County of Essex Esquire of the third part and Emmaretta Havens of Wivenhoe aforesaid Spinster Daughter of the said Philip Havens of the fourth part

Whereas by Indentures of Lease and Release dated respectively the twenty sixth and twenty seventh days of September one thousand eight hundred and thirty two the Release being made between Joseph Fitch of the first part John Viall of the second part Robert Wayland Tabrum of Colchester aforesaid Grocer of the third part and James Parkes of Colchester aforesaid Grocer of the fourth part for the consideration therein mentioned the freehold messuages or tenements and hereditaments hereinafter described and intended to be hereby assured were assured and limited as to one undivided moiety or half part or share thereof to such uses as the said Robert Wayland Tabrum by any deed or deeds should appoint and in default of any such appointment and so far as the same if incomplete should not extend

To the Use of the said Robert Wayland Tabrum and his assigns during his life without impeachment of waste with remainder To the Use of the said James Parkes and his heirs during the life of the said Robert Wayland Tabrum

In Trust for the said Robert Wayland Tabrum and his assigns with remainder

To the Use of the said Robert Wayland Tabrum his heirs and assigns for ever

And as to the other undivided moiety or half or share of the said messuage or tenements and hereditaments **To such Uses** as the said James Parkes by any deed or deeds should appoint and in default of any such appointment and so far as the same if incomplete should not extend

To the Use of the said James Parkes and his assigns during his life without impeachment of waste with remainder

To the Use of the said Robert Wayland Tabrum and his heirs during the life of the said James Parkes In Trust for the said James Parkes and his assigns with remainder To the Use of the said James Parkes his heirs and assigns for ever

And whereas the said James Parkes duly made and executed his last Will and Testament bearing date the twentieth day of February one thousand eight hundred and fifty two and thereby after making several pecuniary and specific requests and after making several specific devises of certain hereditaments situate in Colchester and in Bocking in the said County of Essex respectively as to all the rest residue and remainder of his real and personal Estate and effects whatsoever and wheresoever after payment of all his just debts funeral and testamentary expenses and the pecuniary Legacies bequeathed by that his Will the said Testator devised and bequeathed the same to his son the said Edward Parkes his heirs executors administrators and assigns according to the nature tenure and quality thereof respectively for his and their absolute benefit

And Whereas the said James Parkes died on the twenty seventh day of December one thousand eight hundred and sixty without having revoked or altered his said Will otherwise than by a Codicil thereto dated the fourteenth day of August one thousand eight hundred and fifty six but which Codicil did not affect the said residuary devise contained in his said Will so far as related to the moiety or half part of the said James Parkes of and in the freehold hereditaments hereinafter expressed to be hereby assured and the said Will and Codicil were duly proved in the principal Registry of Her Majesty's Court of Probate on the fourteenth day of March one thousand eight hundred and sixty one

And Whereas all the debts funeral and testamentary expenses and the pecuniary legacies in and by the said Will of the said James Parkes charged upon his residuary real and personal estate as aforesaid have long since been fully paid satisfied and discharged as he the said Edward Parkes doth hereby testify and declare

And Whereas the said Robert Wayland Tabrum died on the third day of March one thousand eight hundred and sixty four intestate leaving the said William Moseley Tabrum his only son and heir at Law him surviving

And Whereas at a General Court Baron held for the Manor of Wivenhoe with its Members in the said County of Essex on the eleventh day of April one thousand eight hundred and forty nine the said Edward Parkes and William Moseley Tabrum were on the absolute surrender of John Murrell and Peggy Laver his wife admitted Tenants to the customary messuage or tenement and hereditaments hereinafter covenanted to be surrendered To hold the same unto the said Edward Parkes and William Moseley Tabrum their heirs and assigns forever as tenants in common according to the custom of the said Manor and by the rents customs and services therefore due and of right accustomed

And Whereas the said Edward Parkes and William Moseley Tabrum have agreed with the said Philip Havens for the absolute sale to him of the said freehold messuages and hereditaments intended to be hereby granted and the inheritance thereof in fee simple in possession free from all

incumbrances and also of the said customary messuage or tenement and hereditaments hereinafter covenanted to be surrendered and the customary inheritance thereof in possession free from incumbrances except the rents customs and services therefore due and of right accustomed at the price of Nine hundred and twenty five pounds

And Whereas for the purposes of the Stamp acts it has been agreed that the sum of Seven hundred and fifty pounds part of the said purchase money shall be considered the price of the said freehold hereditaments and the sum of one hundred and seventy five pounds being the remainder of the said purchase money shall be considered the price of the said copyhold hereditaments

And Whereas the said Philip Havens in consideration of his natural love and affection for his daughter the said Emmaretta Havens and in order to make some provision for her is desirous and hath determined that the said copyhold hereditaments shall be surrendered to the use of the said Emmaretta Havens her heirs and assigns

Now this Indenture witnesseth that in pursuance of the aforesaid agreement for sale and in consideration of the sum of nine hundred and twenty five pounds Sterling to the said Edward Parkes and William Moseley Tabrum paid by the said Philip Havens upon or before the execution of these presents the receipt of which sum on nine hundred and twenty five pounds the said William Parkes and William Moseley Tabrum do hereby acknowledge they the said Edward Parkes and William Moseley Tabrum according to the several and respective estates and interests Do and each of them Doth hereby grant and confirm unto the said Philip Havens his heirs and assigns All that messuage or tenement formerly divided into several tenements rentaries parcel of a messuage formerly called Old Hall with the yards gardens outhouses hereditaments and appurtenances thereunto belonging situate lying and being in Wivenhoe in the County of Essex

And also All that messuage or tenement being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a messuage formerly of Mary Barker and West upon a messuage formerly of Thomas Clarke situate in Wivenhoe aforesaid

And also All that messuage or tenement with the yards gardens hereditaments and appurtenances there unto belonging now or heretofore called Cold Hall also situate and being in Wivenhoe aforesaid as all the said messuages or tenements hereditaments and premises were formerly part of the Estate of John Thomas and were formerly in the tenure or occupation of John Thomas his tenants or assigns then of Augustus Leneve [?] then Abraham Ham David Durrell John Woodward Thomas Cole and William Powell then of the said Robert Wayland Tabrum and James Parkes their undertenants or assigns and are now or late were in the tenure or occupation of the said Edward Parkes and William Moseley Tabrum

Together with all and singular houses outhouses edifices buildings yards gardens ways paths passages waters watercourses profits privileges advantages and appurtenances whatsoever to the said messuages or tenements and hereditaments belonging or in any wise appertaining or usually held or occupied therewith or reputed to belong or be appurtenant thereto And all the estate right title interest claim and demand whatsoever of the said Edward Parkes and William Moseley Tabrum And each of them in to and upon the same premises

To have and to hold all the said premises hereby granted or intended so to be unto the said Philip Havens his heirs and assigns To the Use of the said Philip Havens his heirs and assigns forever And it is hereby declared that the Widow (if any) of the said Philip Havens shall not be entitled to dower out of the said premises and this Indenture witnesseth that in further pursuance of the aforesaid agreement for sale and for the consideration aforesaid and in pursuance of the said recited desire and determination on the part of the said Philip Havens Each of them the said Edward Parkes and William Moseley Tabrum so far as relates to his own acts and deeds and the acts and deeds of his Wife Doth hereby for himself his heirs executors and administrators Covenant with the said Philip Havens his heirs and assigns To that they the said covenanting parties respectively all their respective heirs and their said respective wives for the purpose of barring the rights of freebench [**Free bench** is a legal term referring to an ancient manorial custom in parts of England whereby a widow, until she remarried, could retain tenure of her late husband's land] of the same wives respectively in the hereditaments hereinafter covenanted to be surrendered and all other necessary parties (if any) will forthwith at the costs of the said Philip Haven his heirs or assigns and on the nomination and appointment of the said Philip Havens surrender into the hands of the Lord of the said Manor of Wivenhoe with its Members according to the custom thereof

All that customary messuage or tenement with the appurtenances situate in Wivenhoe aforesaid and abutting upon the Church Yard there formerly in the occupation of Rebecca Durrell Widow or her assigns and heretofore called the Little Storehouse or otherwise holden of the said Manor by Copy of Court Roll sometime since in the several occupations of Sarah Corder and [blank] Cole their assignee or assigns since in the successive occupations of Esau Ladbrooke and [blank] late in the several occupations of Edward Gridley and John Studd their undertenants or assigns and now of [blank] (to which premises the said Edward Parkes and William Moseley Tabrum were admitted Tenants at the said Court held for the said Manor on the eleventh day of April one thousand eight hundred and forty nine as hereinbefore mentioned) **And all** outhouses edifices buildings yards gardens ways paths passages rights members and appurtenances whatsoever to the said hereditaments and premises hereinbefore covenanted to be surrendered belonging or in any wise appertaining or reputed to belong or appertain **And all** the Estate right title interest claim and demand whatsoever of them the said Edward Parkes and William Moseley Tabrum And each of them in to and upon the same premises **To the Use of** the said Emmaretta Havens her heirs and assigns according to the Custom of the said Manor by and under the rents fines suits and services therefore due and of right accustomed **And further** that in the meantime and until the said hereditaments and premises shall be surrendered in pursuance of the Covenant hereinbefore contained the said Edward Parkes and William Moseley Tabrum respectively and their respective heirs and assigns will stand seized of and will hold the same hereditaments and premises In Trust for the said Emmaretta Havens her heirs and assigns

And each of them the said Edward Parkes and William Mosely Tabrum so far as relates to his one undivided equal half share in the said premises hereinbefore expressed to be hereby granted doth hereby for himself his heirs executors and administrators covenant with the said Philip Havens his heirs and assigns That notwithstanding anything by the said Edward Parkes and William Mosely Tabrum respectively or by any of their respective ancestors or Testators done admitted or knowingly suffered they the said Edward Parkes and William Mosely Tabrum now have power to grant all the said premises hereinbefore expressed to be hereby granted

To the Use of the said Philip Havens his heirs and assigns and that all the same premises shall at all times remain and be **To the Use of** the said Philip Haven his heirs and assigns in manner aforesaid and be quietly entered into and upon and held and enjoyed and the rents and profits thereof received accordingly without any interruption or disturbance by the said Edward Parkes and William Moseley Tabrum or either of them or any person claiming through or in Trust for them or either of them or any of their respective ancestors or testators **And** that free and discharged from or otherwise by them the said Edward Parkes and William Moseley Tabrum respectively or their respective heirs executors or administrators sufficiently indemnified against all Estates incumbrances claims and demands created occasioned or made by the said Edward Parkes and William Moseley Tabrum or either of them or any of their respective ancestors or Testators or any person claiming through or in Trust for them or either of them or any of respective ancestors or Testators

And further that they the said Edward Parkes and William Moseley Tabrum respectively and every person having or claiming any estate or interest in the said premises hereinbefore expressed to be hereby granted through or in Trust for them respectively or any of their respective ancestors or testators will at aa times at the cost of the said Philip Havens his heirs or assigns execute and do every such assurance and thing for the further or more perfectly assuring all or any of the same premises

To the Use of the said Philip Havens his heirs and assigns and in manner aforesaid as by the said Philip Havens his heirs or assigns shall be reasonably required **And each of them** the said Edward Parkes and William Moseley Tabrum so far as relates to his one undivided equal half share in the said premises hereinbefore covenanted to be surrendered doth hereby for himself his heirs executors administrators covenant with the said Emmaretta Havens her heirs and assigns That notwithstanding anything by the said Edward Parkes and Jane Parkes William Moseley Tabrum and Elizabeth Swinborne Tabrum respectively or by any of their respective ancestors or testators done admitted or knowingly suffered the the said Edward Parkes and Jane Parkes William Moseley Tabrum and Elizabeth Swinborne Tabrum now have power to grant all the said premises hereinbefore covenanted to be surrendered

To the Use of the said Emmaretta Havens her heirs and assigns according to the custom of the said Manor And that all the same premises shall at all times remain and be To the Use of the said Emmaretta Havens her heirs and assigns in manner aforesaid and be quietly entered into and upon and held and enjoyed and the rents and profits thereof received accordingly without any interruption or disturbance by the said Edward Parkes and Jane Parkes William Moseley Tabrum and Elizabeth Swinborne Tabrum or any of them or any person claiming through or in Trust for them or any of them or any of their respective ancestors or testators

And that free and discharged from or otherwise by them the said Edward Parkes and William Moseley Tabrum respectively or their respective heirs executors or administrators sufficiently indemnified against all estates incumbrances claims and demands created occasioned or made by the said Edward Parkes and Jane Parkes and William Moseley Tabrum and Elizabeth Swinborne Tabrum or any or either of them or any or either of their respective ancestors or testators or any person claiming through or in Trust for them or any of them or any of their respective ancestors or testators

And further the said Edward Parkes and Jane Parkes William Moseley Tabrum and Elizabeth Swinborne Tabrum respectively and every person having or claiming any estate or interest in the said premises hereinbefore covenanted to be surrendered through or in Trust for them respectively or any of their respective ancestors or testators will at all times at the cost of the said Emmaretta Havens her heirs or assigns execute and do every such assurance and thing for the further or more perfectly assuring all or any of the same premises

To the Use of the said Emmaretta Havens her heirs and assigns in manner aforesaid as by her or them shall be reasonably required

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

Edward Parkes

Jane Parkes

William Moseley Tabrum

Elizabeth Swinborne Tabrum

Philip Havens

[Emmaretta Havens] sealed but not not signed (faintly written in pencil)

Received the day and year first within written of and from the within named Philip Haines (sic) the sum of Nine hundred and twenty five pounds being the consideration money within expressed to be by him paid to us

W. M. Tabrum

Edward Parkes

Witness to the signing by both parties

Sayers Turner

Signed sealed and delivered by the within named Edward Parkes Jane Parkes William Moseley Tabrum Elizabeth Swinborne Tabrum and Philip Havens in the presence of
Sayers Turner
Sol Colchester

Transcribed and checked by Pat Marsden and Sue Glasspool, January 2019

27th August 1869

**Release of Legacy under the Will of Philip Havens Esquire deceased
Edward Brett Esquire and Elizabeth his wife to Philip Havens Esquire**

This Indenture made the Twenty seventh day of August one thousand eight hundred and sixty nine Between Edward Brett of Wakes Colne Place in the County of Essex Esquire and Elizabeth his Wife of the one part and Philip Havens of Wivenhoe in the same County Esquire of the other part

Whereas Philip Havens late of Wivenhoe aforesaid Esquire deceased by his last Will and Testament bearing date the fourth day of November one thousand eight hundred and forty four duly executed and attested gave and devised (amongst and together with other hereditaments)

All that his capital messuage or Mansion house called Donyland Hall with all and every the lands meadows pastures hereditaments and appurtenances thereunto belonging which lying and being in the parish of East Donyland in the said County of Essex

And Also all and every his the said Testators woods wood grounds groves lands and hereditaments in East Donyland aforesaid

And also that all his Manor of East Donyland with the rights members and appurtenances thereof And all and every other his messages lands tenements and hereditaments in East Donyland aforesaid or in any other parish or place near or adjoining

And also all that Advowson Donation free disposition perpetual right of patronage and presentation of and to the Rectory and Parish Church of East Donyland aforesaid with all and every the rights privileges and appurtenances to the said advowson belonging (subject and charged as therein and hereinafter mentioned)

To the use of his the said testator's eldest son Philip Havens (party hereto) and his assigns for his life and after the determination of that estate by forfeiture or otherwise in the lifetime of his said son Philip Havens To the use of his the said testator's son in law the said Edward Brett and his youngest son William Rawdon Havens and their heirs during the life of his said son Philip Havens In trust for his said son Philip Havens and his assigns during his life and from and immediately after the decease of his said son Philip Havens

To the use of the heirs and assigns of his said son Philip Havens for ever

And the said testator did thereby expressly subject and charge **All and every** the said Estate in East Donyland aforesaid thereby devised to his said son Philip Havens as aforesaid to and with the payment of the sum of one thousand two hundred pounds unto his the said testator's daughter Elizabeth the said wife of the said Edward Brett to be paid by his said son Philip Havens his heirs executors administrators or assigns within six months next after his the said Testator's decease

And in the now reciting Will was contained a power of distress and entry upon the said hereditaments in case of non-payment of the said legacy And the said Testator appointed his said son Philip Havens party hereto and William Rawdon Havens executors of that his will

And whereas the said testator's departed this life on the eighth day of November one thousand eight hundred and fifty six without having altered or revoked his said in part recited will and which will was on the 19th day of March one thousand eight hundred and fifty-seven proved by the said executors thereof in the Prerogative Court of the Archbishop of Canterbury

And whereas on or about the eighth day of May one thousand eight hundred and fifty-seven the said Philip Havens party hereto paid to the said Edward Brett and Elizabeth his wife the sum of Five hundred and ninety-four pounds in part and of account of the said legacy of sum of one

thousand two hundred pounds as they the said Edward Brett and Elizabeth his wife do and each of them doth hereby admit and acknowledge

And whereas it hath been agreed between the said parties hereto that the sum of Five hundred and ninety-four pounds being the residue of the said legacy or sum of one thousand two hundred pounds (after deducting thereout the legacy duty paid in respect thereof and amounting to the sum of twelve pounds) shall be forthwith paid off and discharged and that the said Edward Brett and Elizabeth his wife shall execute such release as is herein contained

And whereas all interest in respect of the said legacy up to the day of the date hereof hath been duly paid to the said Edward Brett and Elizabeth his wife as they do hereby admit and acknowledge

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the payment of the sum of Five hundred and ninety-four pounds so already made as aforesaid and of the sum of Five hundred and ninety-four pounds residue of the said legacy or sum of one thousand and two hundred pounds paid by the said Philip Havens (party hereto) to the said Edward Brett and Elizabeth his wife at or upon the execution of these presents (the receipt whereof they the said Edward Brett and Elizabeth his wife do and each of them doth hereby acknowledge

They the said Edward Brett and Elizabeth his wife **Do** and each of them **Doth** by these presents absolutely release exonerate and forever discharge the said Philip Havens party hereto his heirs executors administrators and assigns

And also all and singular the said manor advowson capital messuage or mansion House lands and other the hereditaments so charged as aforesaid and all other the real estate and all the personal estate and effects of the said testator Philip Havens of and from the said legacy or sum of one thousand two hundred pounds so as aforesaid given and bequeathed to the said Elizabeth Brett and all interest in respect of this thereof

And also of and from all and all manner of actions suits causes of action and such some of money debts accounts reckonings claims and demands whatsoever at law or in equity which they the said Edward Brett and Elizabeth his wife or either of them now have or hath or ever had or which the executors administrators or assigns of them or either of them could or might (if these presents had not been made) have had claimed or demanded from or against them the said Philip Havens party hereto and William Rawdon Havens or either of them or the heirs executors or administrators of them or either of them or of from or against the real or personal estate and effects of the said testator Philip Havens deceased for or on account of the said legacy or sum of one thousand two hundred pounds or any part thereof or the interest for the same or any part thereof or for or by reason or means or on account of any act transaction matter or thing whatsoever in any wise relating thereto

And the said Edward Brett doth hereby for himself his heirs executors and administrators covenant with the said Philip Havens his heirs and assigns That he the said Edward Brett and Elizabeth his wife have not or hath either of them made done or committed any act deed matter or thing whatsoever whereby or by reason or means thereof they or either of them are is or may be

prevented from releasing the said legacy or sum of one thousand two hundred pounds and the interest thereof according to the true interest and meaning of these presents

Witness thereof the said parties to these presents have hereunto set their hands and seals the day and year first within etc

Edward Brett

Elizabeth Brett

Received the day and year first within written of and from the within named Philip Havens the sum of five hundred and ninety-four pounds which with the like sum of five hundred and ninety-four pounds so previously paid as aforesaid and the sum of twelve pounds the amount of legacy duty makes the full legacy or sum of one thousand two hundred pounds within mentioned

Witness

[?] Keeling

Edward Brett

Elizabeth Brett

Signed sealed and delivered by the within named Edward Brett and Elizabeth Brett in the presence of

[?] Keeling

Sol Colchester

Transcribed and checked by Pat Marsden and Sue Glasspool, January 2019

12th September 1888

The Manor of Wivenhoe With its Members

Admission of Edward John Havens Esq

The Manor of Wivenhoe With its Members

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 holden for this Manor on the fifteenth day of July one thousand eight hundred and eighty five the Homage presented the death of Elizabeth Elsworthy Havens late one of the copyhold tenants of this Manor and that she died seized of certain copyhold hereditaments holden of this Manor Whereupon proclamation was thrice duly made for the heir or any other person claiming right or title thereto to come into Court and be admitted and because no one came the first default was recorded

And Whereas at the next General Court Baron held for this Manor on the seventeenth day of March one thousand eight hundred and eighty seven the second proclamation on the death of the said Elizabeth Elsworthy Havens was made and no one coming to crave admission the second default was recorded

And Whereas at the last General Court Baron held for this Manor on the eighth day of May one thousand eight hundred and eighty eight the third proclamation on the death of the said Elizabeth Elsworthy Havens was made and no one coming to crave admission the third default was recorded and a Warrant of Seizure was awarded

Now at this Court comes Edward John Havens of Witham in the County of Essex Surgeon (by William Lowman (his attorney) and informs me the said Steward that his Mother the said Elizabeth Elsworthy Havens in her lifetime in Consideration of the love and affection she bore to him gave unto him the said hereditaments and premises and the said Edward John Havens has for some time past and still is in receipt of the rents and profits of the said hereditaments and premises but no Surrender was ever made to the said Edward John Havens and that the said Elizabeth Elsworthy Havens died on the sixth day of April one thousand eight hundred and eighty five having by her Will dated the first day of November one thousand eight hundred and eighty one and proved on the fourth day of June one thousand eight hundred and eighty five devised

All the real Estate over which she should have any power to dispose of at her death unto and to the use of the said Edward John Havens and Harry Havens Rawdon Havens and Hugh Havens their heirs and assigns

And that the said Harry Havens Rawdon Havens and Hugh Havens being satisfied that the said hereditaments and premises belong solely to the said Edward John Havens have consented to his being admitted sole tenant thereto

And thereupon the said Edward John Havens (by his said Attorney) humbly prays the Lord of this Manor to admit him tenant to

All that Customary Messuage or tenement with the appurtenances situate in Wivenhoe aforesaid and abutting upon the Churchyard there formerly in the occupation of Rebecca Durrell Widow or her assigns and heretofore called the Little Storehouse or otherwise holden of this Manor by Copy of Court Roll sometime since in the several occupations of Sarah Corder and [blank] Cole their assignee or assigns afterwards in the successive occupations of Esau Ladbrook and [blank] then in the several occupations of Edward Grindley and John Studd their undertenants or assigns late of [blank] Harvey and [blank] Munson and now of [blank] Barritt

To which premises the said Elizabeth Elsworthy Havens was admitted tenant at a General Court Baron held for this Manor on the twenty fourth day of April one thousand eight hundred and seventy eight

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 have and to hold the said hereditaments and premises with their appurtenances unto the said Edward John Havens 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 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 Edward John Havens is (by his said attorney) admitted tenant thereof in form aforesaid But his fealty is respected in until etc

Examined with the Rolls

George Beresford Turner: Steward

Transcribed and checked by Pat Marsden and Sue Glasspool January 2019

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COMPLETE LIST OF HAVENS DEEDS FROM 1858-1895

(Photographed by John Collins [150 jpgs] and forwarded to the Wivenhoe History Group, February 2019j

1

11 June 1858

The Manor of Martells Hall Ardleigh

Admission of Philip Havens Esquire by the General Court Baron

The General Court Baron of the Honourable and Reverend Frederick Baring Clerk Lord of the said Manor holden in and for the said Manor on Friday the Eleventh day of June One thousand eight hundred and fifty eight Before Henry Griffin Deane Gentleman Deputy Steward there

It is thus enrolled

Whereas at a General Court Baron held for this Manor on the eleventh day of July One thousand eight hundred and ten Philip Havens then of East Donyland Hall in the County of Essex Esquire was admitted to him and his heirs to

All that piece or parcel of land late parcel of the waste of the said Manor as the same piece was lately enclosed and contained by admeasurement two acres being the piece or parcel of land No 20 in the Plan or ground plot taken of the Waste land of the said Manor

And Whereas at the last General Court Baron held for this Manor the Homage presented the death of the said Philip Havens and that he died seized of the said hereditaments and premises

Whereupon Proclamation was thrice publicly made for any person or persons claiming Title to the Copyhold hereditaments lying within and holden of this Manor whereof he died seized to come into Court and be admitted thereto but because no one came the first default was recorded

Now at this Court comes Philip Havens of Wivenhoe in the said County of Essex Surgeon (by George Sanders his Attorney) and produces an Extract from Will of the said Philip Havens his late father deceased which Will bears the day the fourth day of November one thousand eight hundred and forty four and proved in the Prerogative Court of Canterbury on the nineteenth day of March one thousand eight hundred and fifty seven and which Extract follows in these words viz

'I give and devise all such and so much and such part and parts as is or are Freehold and not Copyhold of All that my Messuage or Tenement and Farm with all and every the lands hereditaments and appurtenances thereto belonging situate lying and being in Ardleigh or some other Parish or Place thereto near or adjoining in the same County of Essex and now or late in the occupation of Nathaniel Wenden [?] his undertenants or assigns

And I further give devise and bequeath All so much and such part or parts as is or are Copyhold and not Freehold of All that my said Messuage or Tenement Farm and Lands at Ardleigh aforesaid or some other Parish or Place thereto near or adjoining unto my said son Philip Havens his heirs executors and administrators according to the several nature's and legal qualities of such estate respectively'

And thereupon the said Philip Havens (by his said Attorney) prayed the Lord of this Manor to admit him tenant to the said hereditaments so devised to him as aforesaid and of which his late Father died seized as aforesaid To whom the Lord of this Manor by the hands of his said Deputy Steward Did grant and deliver seizin thereof by the rod

To have and To hold the said hereditaments and premises with their appurtenances unto the said Philip Havens and his heirs according to the tenor and effect of the said Will of the said Philip Havens deceased of the Lord by the rod at the Will of the Lord according to the custom of the said Manor by the yearly rent of Four shillings and the suits services and customs therefore due and payable and of right accustomed

And the said Philip Havens pays the Lord a fine as in the margin and to saving always the right of the Lord the said Philip Havens is admitted tenant thereof in form aforesaid but his fealty is respited until etc.

At the same Court the said Philip Havens (by his Attorney) acknowledged to hold of this Manor certain Freehold lands and tenements at the yearly rate of One shilling and six pence and two [?] shillings

Examined with the Rolls

H. G. Deane Deputy Steward

Transcribed by Pat Marsden, February 2019

2

12 July 1862

Mortgage for securing £1,500 and interest at 4%. Philip Havens Esquire to Mr Robert Bradbrook

This Indenture made the twelfth day of July One thousand eight hundred and sixty two

Between Philip Havens of Wivenhoe in the County of Essex Esquire of the first part Edward Brett of Wakes Colne Place in the said County Esquire and William Rawdon Havens of East Donyland in

the same County of the second part and Robert Bradbrook of West Bergholt in the said County Gentleman of the other part

Whereas Philip Havens late of Wivenhoe aforesaid Esquire deceased the father of the said Philip Havens party hereto by his last Will and Testament in writing bearing date the fourth day of November One thousand eight hundred and forty four gave and devised amongst and together with other hereditaments the Capital messuage lands and hereditaments hereinafter particularly described and hereby released or intended to be to the uses following that is to say

To the use of the said Philip Havens party hereto and his assigns for his life

And after the determination of that estate by forfeiture or otherwise in the life of the same Philip Havens

To the use of the said Edward Brett and William Rawdon Havens and their heirs during the life of the said Philip Havens party hereto **In trust** for the same Philip Havens and his assigns during his life **And from** and after his decease **To the use of** the heirs and assigns of the same Philip Havens for ever

And the said Testator did subject and charge the said messuage land and hereditaments with others to and with others the payment of the sum of One thousand and two hundred pounds unto his the Testator's daughter Elizabeth the wife of the said Edward Brett and also to and with the payment of the sum of two thousand and eight hundred pounds unto his Testator's daughter Henrietta Cordelia Havens and which two several sums he directed should be paid by the said Philip Havens party hereto within six months next after his the said Testator's decease

And the said Testator did likewise subject and charge the said hereditaments and premises to and with the further payment of the annual sum of fifty pounds to his daughter Henrietta Cordelia Havens for her life provided she should so longer continue single and without having been married

And the said Testator did give to the said Elizabeth Brett and Henrietta Cordelia Havens respectively such powers of Distress and of entry and perception of the rights and profits of the premises as are therein specified for the recovering and enforcing payment of the said two Legacies and sums of money and Annuity respectively

And Whereas the said Testator departed this life on or about the eight day of November One thousand eight hundred and fifty six and his said Will was duly proved by the Executors thereof in the Prerogative Court of Canterbury on the nineteenth day of March One thousand eight hundred and fifty seven

And Whereas on or about the eighth day of May One thousand eight hundred and fifty seven the said Philip Havens party hereto paid to the said Edward Brett and Elizabeth his wife the sum of five hundred and ninety four pounds being the sum of six hundred pounds less legacy duty at One percent in part payment and on account of the said Legacy or sum of One thousand and two hundred pounds so bequeathed to the said Elizabeth Brett as aforesaid

And Whereas the said Philip Havens party hereto having occasion for the sum of One thousand five hundred pounds hath requested the said Robert Bradbrook to advance him the same which

the said Robert Bradbrook hath agreed to do on having the same with interest secured by these presents in manner hereinafter appearing

And Whereas the said Philip Havens party hereto hath requested the said Edward Brett and William Rawdon Havens to join in these presents for the purpose of passing such legal or other estate as may be vested in them under or by virtue of the said devise contained in the said recited Will which they have consented and agreed to do

Now this Indenture Witnesseth that in consideration of the sum on one thousand five hundred pounds of lawful money lent and advanced by the said Robert Bradbrook to the said Philip Havens party hereto at or immediately before the execution of these presents the receipt of which said sum the said Philip Havens party hereto doth hereby acknowledge and therefrom doth acquit release and for ever discharge the said Robert Bradbrook his heirs executors and administrators and assigns and in consideration of the sum of five shillings to them the said Edward Brett and William Rawdon Havens paid by the said Robert Bradbrook the receipt whereof is hereby acknowledged he the said Philip Havens party hereto **Doth** by these presents grant bargain alien [?] release and confirm and the said Edward Brett and William Rawdon Havens at the request and by the direction of the said Philip Havens party hereto testified by his executing these presents **Do** and each of them **Doth** bargain sell and release unto the said Robert Bradbrook his heirs and assigns

First All That capital messuage now or heretofore called or know by the name of East Donyland [illegible corrections?] And all that Park wherein the said Capital messuage stands and situate lying and being in East Donyland aforesaid heretofore in the tenure or occupation of Philip Potter or his assigns afterwards of William Lamb since of William Gansell Esquire then of James Ashwell deceased or his undertenants or assigns after that of Robert Tabor James Wallis Ashwell and John Collins Tabor or some or one them their assignee or assigns undertenant or undertenants after that in the tenure or occupation of the said Philip Havens and of his tenants and are now in the occupation of William Bruce his first undertenants or assigns

And also all that messuage or tenement or the site thereof heretofore called Rowhedge Farm

And all and every the lands and grounds heretofore thereto belonging of appertaining situate lying and being in East Donyland aforesaid formerly in the occupation or tenure of James Hall and afterwards of the said William Gansell then since of the said James Ashwell or his assigns afterwards of the said Robert Tabor James Wallis Ashwell and John Collins Tabor or some or one of them their some or one of their assignee or assigns undertenant or undertenants after that in the occupation of the said Philip Havens or his assigns and now in the occupation of the said William Bruce his undertenants or assigns part of which said lands and grounds are laid down to pasture made into a Park or Paddock and enclosed with a Park Pale for that purpose

And also all that piece or parcel of land containing by admeasurement Four acres one rood and thirty two perches or thereabouts situate in East Donyland aforesaid and is part and parcel of a certain farm lately called or known by the name of Carters and which contained by admeasurement seventeen acres one rood and thirty one perches but long since laid to and is now parcel of that part of Donyland Hall Farm and lands heretofore described (the residue of which said farm called Carters and which formerly contained seventeen acres one rood and thirty one perches was formerly sold or conveyed or intended so to be to Mr Joseph Yell as the said last

mentioned piece or parcel of land (together with the remaining part thereof hereinbefore mentioned) to be sold to the said Joseph Yell formerly in the tenure or occupation of Stowers[?] Carter and William Everett of Henry Lowell and the said James Ashwell deceased or his assigns afterwards in the several tenures or occupations of the said Robert Tabor James Wallis Ashwell and John Collins Tabor or some or one of them their some or one of their assignee or assigns undertenant or undertenants and the same piece or parcel of land was afterward in the occupation of the said Philip Havens or his assigns and are now in the tenure of the said William Bruce his undertenants or assigns

All of which said lands and hereditaments contain together by admeasurement two hundred acres little more or less and are situate lying and being in the North east side of the road leading from the north end of Donyland Heath aforesaid towards and unto the Parish of Fingringhoe in the said County of Essex

Secondly All that wood or parcel of Wood ground commonly called or known as East Donyland Wood

And also those two pieces or parcels of Land lying configured to and adjoining the said Wood which were lately parcel thereof but were some years since cleared and now commonly called or known by the several names of Upper Wood Field and Lower Wood Field As the said Wood piece or parcel thereof wood ground and pieces or parcels of land are situate lying and being in East Donyland aforesaid and contain together by a late admeasurement thereof eighty seven acres three roods and two perches be the same more or less and were sometime since in the tenure or occupation of the aforesaid James Wallis Ashwell and John Collins Tabor their undertenants or assigns afterwards in the tenure or occupation of Joseph Yell his undertenants or assigns then of James Yell or his assigns and after that in the tenure or occupation of the said Philip Havens deceased

Together with all and singular outhouses Buildings trees hedges ditches fences commons and commonable land rights ways parks passages waters watercourses lights easements liberties privileges emoluments and appurtenances whatsoever to the said hereditaments and premises hereby assured or intended so to be or any of the respectively belonging or appertaining

And the reversion and reversions remainder and remainders rents issues and profits thereof

And all the Estate right title interest property claim and demand whatsoever both at law and in equity of the said Philip Havens party hereto Edward Brett and William Rawdon Havens and each and every of them of in to or out of the same hereditaments and premises and every part thereof

To have and to hold the said Messuage lands hereditaments and other the premises hereby assured or intended so to be with the appurtenances Unto and to the Use of the said Robert Bradbrook his heirs and assigns

But subject nevertheless and without prejudice to the several charges and incumbrances next hereinafter mentioned that is to say the sum of two hundred pounds now due and owing to the said Elizabeth Brett (or the said Edward Brett - inserted) in her right and remaining unpaid of the said sum of One thousand two hundred pounds secured by the said recited Will and the accruing

and future interest thereof The sum of two thousand eight hundred pounds secured by the same Will to the said Henrietta Cordelia Havens and the accruing and future interest thereof

And To the several powers and remedies **And** the said Annuity or yearly rentcharge secured by the same Will to Henrietta Cordelia Havens and all arrears and future payments thereof **And** to the several powers and remedies for recovering and enforcing payment of the said sums respectively **And which** several charges and incumbrances are to have priority over the principal and interest monies secured by these presents and subject also to the proviso or agreement for redemption and with the eventual power of sale and other powers authorities and provisions hereinafter contained and given (that is to say)

Provided always and it is hereby declared and agreed by and between the said Philip Havens party hereto and Robert Bradbrook that he the said Philip Havens party hereto his heirs executors or administrators shall and do will and truly pay unto the said Robert Bradbrook his executors administrators or assigns the sum of One thousand five hundred pounds with interest for the same at the rate of Four per cent per annum on the twelfth day of January which will be in the year One thousand eight hundred and sixty three without making any deduction or abatement or any account whatsoever except in respect of such Income or property tax as ought be law to be deducted from such interest

Then and in that case the said Robert Bradbrook his heirs or assigns will thereupon at the requests costs and charges of the said Philip Havens party hereto his heirs or assigns reconvey or assure the said hereditaments and premises hereby released as aforesaid or intended so to be

Unto and to the use of the said Philip Havens party hereto his heirs or assigns or as he or they shall direct free from all charges and Incumbrances to be made or occasioned by the said Robert Bradbrook his heirs or assigns in the meantime

Provided also and it is hereby agreed that in case default shall be made in payment of the said sum of One thousand five hundred pounds and the Interest thereof or any part of the same respectively and at the time and in the manner mentioned in the last preceding proviso

Then and in such case it shall be lawful for the said Robert Bradbrook his heirs executors administrators or assigns immediately thereupon or at any time thereafter without any further consent or occurrence on the part of the said Philip Havens party hereto his heirs or assigns or any other person or persons to sell and absolutely dispose of the said hereditaments and premises hereby released or any part or part of the same either together or in parcels and either by Public Auction or Private Contract and subject to such special or other Conditions with respect to Title or otherwise and generally in such manner in all respects as he or they in his or their discretion shall think proper with liberty from time to time to buy in the said hereditaments or any part thereof at any Auction or Auctions and to resell the hereditaments so bought in at any future Auction or by Private Contract without being answerable for any loss expenses or diminution of price which shall be consequent thereupon

And also to rescind and vary the terms of any Contract for Sale which shall have been entered into and to convey and assure the said hereditaments when sold (but subject to the several charges and incumbrances hereinbefore accepted) unto the Purchaser or Purchasers thereof his her or their heirs or assigns or as he or they shall direct freed and discharged of and from all Right and Equity of Redemption whatsoever

And it is hereby agreed and declared that the said Robert Bradbrook his executors administrators and assigns shall be possessed of and interested in the money which shall arise from any such sale or sales and the rents and profits (if any) until sale Upon Trust in the first place to pay and satisfy or retain unto himself the said Robert Bradbrook his executors administrators or assigns thereout all the costs of expenses of attending the said sale or sales on which shall have been incurred by him or them in obtaining the possession or enforcing any Contract or Contracts for Sale of the said hereditaments and all other expenses incidental to the exercise or execution of the powers and provisions herein continued

And in the next place to retain or pay and satisfy thereout unto him the said Robert Bradbrook his executors administrators or assigns the said Principal Sum of One thousand five hundred pounds and all arrears of Interest for the same or so much of the same principal and Interest monies respectively as shall then be due and unpaid

And after full payment thereof **Upon trust** to pay over the residue or surplus (if any) unto the said Philip Havens party hereto his heirs executors administrators or assigns for his or their own benefit

Provided also and it is hereby further declared and agreed that any receipt in writing of the said Robert Bradbrook his executors administrators or assigns for any monies to be received by him or them under the respective powers aforesaid or otherwise howsoever by virtue of these presents shall be a good or sufficient discharge or discharged to any purchaser or purchasers of all or any part of the said hereditaments and premises and other person or persons making such payment for his her or their or other money or moneys of so much thereof respectively as in such receipt or receipts be expressed or acknowledged to be received

And that the same purchaser or purchasers or other person or persons his her or their heirs executors administrators or assigns shall not be answerable or accountable for the loss misapplication or non-application of the money or monies so to be paid or any part thereof and

That no purchaser under the power hereinbefore contained shall be obliged or competent to inquire whether default shall have been made in payment of the said Mortgage and Interest or any part thereof at the time and in the manner hereinbefore appointed in that behalf or into any other matter or thing connected with the propriety or regularity of any such sale or sales

Provided also and it is hereby further agreed that the said preceding power of Sale or anything in these presents contained shall not in any manner affect or prejudice either the right of the said Robert Bradbrook his heirs executors administrators or assigns to foreclose the Equity of Redemption of the said mortgaged hereditaments and premises or such part thereof as shall not have been actually sold under the said Power of Sale or any other rights or remedies which he or they might have as the Mortgagee or Mortgagees of the said hereditaments and premises

And the said Robert Bradbrook doth hereby for himself his heirs executors and administrators by way of personal covenant only and not of Condition only so as to prejudice or affect any purchaser or purchasers under the said power of Sale hereinbefore contained covenant with the said Philip Havens party hereto his heirs executors and administrators

That no sale or contract for sale shall be made under the said Power of Sale hereinbefore contained covenant with the said Robert Bradbrook his executors administrators or assigns have given to the said Philip Havens party hereto his heirs or assigns some or one of them or left at the last known place of abode in England of some or one of them or at or upon the said Mortgaged premises three calendar months notice in writing demanding the payment of the moneys which at the expiration of such notice shall be due upon this security and default shall have been made in payment thereof accordingly or unless or until some half yearly payment of payment of interest upon or in respect of the said Principal debt of One thousand five hundred pounds or the unpaid portion thereof for the time being shall become and have remained unpaid for the like period of three calendar months next after the same shall have become payable in which case in which case such sale may be made without any such notice

And the said Philip Havens party hereto for himself his heirs executors and administrators doth hereby covenant and agree with the said Robert Bradbrook his executors administrators and assigns in manner following (that is to say) that he the said Philip Havens party hereto his heirs executors or administrators will well and truly pay or cause to be paid unto the said Robert Bradbrook his executors administrators or assigns the principal sum of One thousand five hundred pounds and the Interest thereof at the time and in the manner hereinbefore appointed for payment of the same according to the true intent and meaning of these presents

And moreover shall and will from time to time after the said twelfth day of January One thousand eight hundred and sixty three if and whilst the said principal sum or any part thereof shall remain unpaid pay on demand or in default of demand for the time being then by equal half yearly payments unto the said Robert Bradbrook his executors administrators or assigns interest at the rate aforesaid to be computed from the said twelfth day of January One thousand eight hundred and sixty three or the last preceding day of payment of interest for the time being on the said principal sum or so much thereof as shall be for the time being remain unpaid and shall make every such payment without any deduction or abatement except as aforesaid

And also that he the said Philip Havens party hereto hath in himself good right and lawful authority by these presents to grant convey and assure the said Capital Messuage lands and other hereditaments hereby released or intended so to be with the appurtenances **Unto and to the Use of** the said Robert Bradbrook his heirs and assigns subject and in manner aforesaid

And also that (subject to the Declaration and Agreement hereinafter contained) it shall be lawful fir the said Robert Bradbrook his heirs and assigns from time to time and at all times hereafter peaceably and quietly to enter into possession of and hold enjoy the said hereditaments and premises hereby released or intended so to be and every part thereof and to receive the rents and profits thereof without any let suit interruption or denial whatsoever of from or by him the said Philip Havens his heirs or assigns or any person or persons whomsoever (save in respect of the said charges or incumbrances hereby excepted)

And that free and clear from all other Estates titles charges or incumbrances whatsoever save as aforesaid

And moreover that he the said Philip Havens and his heirs and every other person and persons whomsoever having or lawfully or equitably claiming or to claim any estate right title or interest at law or in equity of in to or out of the said hereditaments and premises hereby released or intended

so to be (save in respect of the charges and incumbrances hereinbefore excepted) shall and will from time to time and all times thereafter upon every reasonable request of the said Robert Bradbrook his heirs executors administrators or assigns and during the continuance of this present security at the costs and charges of all things of the said Philip Havens his heirs executors administrators or assigns but after the sale and conveyance of the said hereditaments under the power hereinbefore contained at the cost of the party or parties requiring the same make do and execute or cause and procure to be made done and executed all such further and other lawful and reasonable acts deeds conveyances and assurances in the law whatsoever for the further better and more effectually or satisfactorily conveying confirming or otherwise assuring the said hereditaments and premises hereby granted and assured or intended so to be and every part thereof with their appurtenances unto and to the use of the said Robert Bradbrook his heirs and assigns subject to and in the manner aforesaid according to the true intent of meaning of these presents as by the said Robert Bradbrook his heirs executors administrators or assigns or his or their Counsel in the Law shall be reasonably advised and required

And Lastly it is hereby agreed and declared that in the meantime and until default shall be made in payment of the said principal sum of One thousand five hundred pounds or the Interest thereof or any part thereof respectively contrary to the aforesaid proviso for redemption hereinbefore contained

And for the said Philip Havens party hereto his heirs and assigns to occupy and enjoy or receive and take the rents and profits of the said hereditaments and premises without any lawful eviction or interruption whatsoever of or by the said Robert Bradbrook his heirs or assigns or any person or persons lawfully claiming or to claim through under or in trust for him or them

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

Philip Havens

Edward Brett

W. R. Havens

Robert Bradbrook

Transcribed by Pat Marsden, February 2019

[On the reverse of this deed is a later Indenture of Reconveyance between Robert Bradbrook and Philip Havens dated 17 November 1866. See below]

3

25 April 1866 (see transcription above in Wivenhoe section)

Conveyance of freehold and covenant to surrender copyhold messuage and hereditaments situate at Wivenhoe in the County of Essex

Mssrs Edward Parkes and William Moseley Tabrum

To Philip Havens Esquire

17 November 1866 (on the reverse of the 12 July 1862 deed)

Reconveyance by Indorsement *[An indorsement on a negotiable instrument, such as a check or a promissory note, has the effect of [transferring](#) all the rights represented by the instrument to another individual. The ordinary manner in which an individual endorses a check is by placing his or her signature on the back of it, but it is valid even if the signature is placed somewhere else, such as on a separate paper, known as an allonge, which provides a space for a signature.]*

Mr Robert Bradbrook to Philip Havens Esquire

This Indenture made the seventeenth day of November One thousand eight hundred and sixty six between the within named Robert Bradbrook of the first part the within named Philip Havens party to the within written Indenture of the second part and the within named Edward Brett and William Rawdon Havens of the third part Whereas the principal sum of One thousand five hundred pounds secured by the within written Indenture is still due and owing to the said Robert Bradbrook but all interest thereon hath been paid up to the day of the date of these presents as he doth hereby acknowledge

And whereas the said Philip Havens is desirous of paying off the said principal sum and of having such reconveyance of the premises comprised in the within written security as hereinafter contained

Now this Indenture witnesseth that in consideration of the sum of One thousand five hundred pounds to the said Robert Bradbrook paid by the said Philip Havens at or upon the execution of these presents (the receipt of which sum and that the same is in full discharge of all principal and interest monies secured by the within written Indenture of Mortgage he the said Robert Bradbrook doth hereby acknowledge And of and from the same and all claims and demands whatsoever by virtue of or under the same Indenture doth acquit release and discharge the said Philip Havens his heirs executors and administrators for ever by these presents)

He the said Robert Bradbrook Doth by these presents grant and convey unto the said Philip Havens and his heirs

All and singular the capital messuage or tenement lands hereditaments and premises comprised in and conveyed by the within written Indenture

Together with all the rights members and appurtenances whatsoever to the same premises belonging or appertaining

And all the estate right title interest claim and demand whatsoever both at law and in equity of the said Robert Bradbrook of in and to the said hereditaments and premises any every part thereof

To have and to hold the said lands and hereditaments and all other the premises hereby granted or intended so to be unto the said Philip Havens and his heirs freed and absolutely discharged from all principal and interest moneys secured by the within written Indenture

To such uses and for such intents and purposes and under and subject to such powers provisos and declarations as the said Philip Havens by any deed or deeds to be by him legally executed

shall from time to time direct or appoint and in default of any such direction or appointment and so far as the same if incomplete shall not extend

To the use of the said Philip Havens and his assigns for his life and after the determination of that estate by forfeiture or otherwise in the lifetime of the said Philip Havens

To the use of the said Edward Brett and William Rawdon Havens and their heirs during the life of the said Philip Havens

In trust for the said Philip Havens and his assigns during his life and from and immediately after the decease of the said Philip Havens

To the use of the heirs and assigns of the said Philip Havens for ever

And the said Philip Havens doth hereby declare that his widow (if any) shall not be entitled to dower out of or in the said hereditaments hereby conveyed

And the said Robert Bradbrook for himself his heirs executors and administrators doth hereby covenant with the said Philip Havens his heirs and assigns that he the said Robert Bradbrook hath not at any time knowingly done or suffered any act deed or thing by means whereof the said lands and hereditaments hereby granted and released or any part thereof are is or maybe charged incumbered or prejudicially affected in anywise howsoever

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

Received the day and year first above written of and from the above named Philip Havens the sum of One thousand five hundred pounds the consideration money above mentioned to be paid by him to me

Signed Robert Bradbrook

Witness James Inglis

Signed sealed and delivered by the above named Robert Bradbrook in the presence of James Inglis Sol Colchester

Signed sealed and delivered by the above named Philip Havens in the presence of Fred. J. Keeling Sol Colchester

5

27 August 1869 (see transcription above in Wivenhoe section)

Edward Brett Esquire and Elizabeth his wife to Philip Havens Esquire

Release of Legacy under the Will of Philip Havens Esquire deceased

17 December 1869

Mortgage of an Estate at East Donyland Essex for securing £3,760. 18s and interest at 4 per cent per annum

Philip Havens Esq to Messrs Hoblyn and Inglis

This Indenture made the seventeenth day of December one thousand eight hundred and sixty nine **Between** Philip Havens of Wivenhoe in the County of Essex Esquire of the one part and James Blatch Philip Hoblyn of No. 47 Wellington Road St John's Wood in the County of Middlesex Esquire and James Inglis of Colchester in the said County of Essex Gentleman of the other part

Witnesseth that in consideration of the sum of Three thousand seven hundred and sixty pounds and eighteen shillings at or upon the execution of these presents lent and advanced to the said Philip Havens by the said James Blatch Philip Hoblyn and James Inglis (the receipt whereof the said Philip Havens doth hereby acknowledge) He the said Philip Havens Doth by these presents grant bargain sell alien and release unto the said James Blatch Philip Hoblyn and James Inglis and their heirs

First All that Capital messuage or tenement now or heretofore called or known by the name of East Donyland Hall And all that park wherein the said Capital messuage stands situate lying and being in East Donyland aforesaid heretofore in the tenure or occupation of Philip Potter or his assigns afterwards of William Lamb since of William or a Gansell Esquire then of James Ashwell deceased or his undertenants or assigns after that of Robert Tabor James Wallis Ashwell and John Collins Tabor or some or any of them their some or one of their assignees or assigns undertenant or undertenants

And also all that messuage or tenement or the site thereof heretofore called Rowhedge Farm And all and every the land and grounds heretofore thereto belonging or appertaining situate lying and being in East Donyland aforesaid formerly in the tenure or occupation of James Hall and afterwards of the said William Gansell then since of the said James Ashwell or his assigns afterwards of the said Robert Tabor James Wallis Ashwell and John Collins Tabor or some or one of them their some or one of their assignees or assigns undertenant or undertenants part of which said lands and grounds were some time since laid down in pasture made into a park or paddock and enclosed with a park pale for that purpose

And also all that piece or parcel of land containing by admeasurement four acres one rood and thirty two perches or thereabouts situate in East Donyland aforesaid and heretofore part and parcel of a certain farm formerly called or known by the name of Carters and which contained by admeasurement seventeen acres one rood and thirty one perches but long since laid to and is now parcel of that part of Donyland Hall Farm and lands heretofore described (the residue of which said farm called Carters and which formerly contained altogether seventeen acres one rood and thirty one perches was formerly sold and conveyed or intended so to be to Mr Joseph Yell) as the said last mentioned piece or parcel of land was together with the remaining part thereof hereinbefore mentioned to be sold to the said Joseph Yell formerly in the tenure or occupation of Stowers Carter and William Everett afterwards of Henry Powell then of the said James Ashwell deceased or his assigns afterwards in the several tenures or occupations of the said Robert Tabor James Wallis Ashwell and John Collins Tabor or some or one of them their some or one of their assignee or assigns undertenant or undertenants All which said lands and hereditaments are

now or late were in the tenure or occupation of William Bruce and Solomon Went their some or one of their undertenaants or assigns and contain together by admeasurement two hundred acres little more or less and are situate lying and being on the North East side of the road leading from the North end of Donyland Heath aforesaid towards and unto the Parish of Fingringhoe in the said County of Essex

Secondly All that wood or parcel of wood ground commonly called or known by the name of East Donyland Wood **And also** all those two pieces or parcels of land lying contiguous to and adjoining the said wood and which were formerly parcel thereof but which were some years since cleared and are now commonly called or known by the several names of Upper Wood Field and Lower Wood Field As the said wood piece or parcel of wood ground and pieces or parcels of land are situate lying and being in East Donyland aforesaid and contain together by admeasurement thereof eighty seven acres three roods and two perches be the same more or less and were sometime since in the tenure or occupation of the aforesaid James Wallis Ashwell and John Collins Tabor their undertenants or assigns afterwards in the tenure or occupation of Joseph Yell his undertenants or assigns then of James Yell or his assigns and now or late in the tenure or occupation of the said Philip Havens and of the said William Bruce their some or one of their undertenants or assigns

Together with all and singular houses outhouses edifices buildings cottages yards gardens ways paths passages mines minerals waters watercourses timber and other trees commons and common of pasture profits privileges advantages rights easements members hereditaments and appurtenances whatsoever to the said messuage or tenement farm lands and hereditaments hereby released or intended so to be or any part thereof belonging or appertaining or therewith held used occupied or enjoyed or accepted or known as part parcel or member thereof or of any part thereof (save and except the Manor of East Donyland and the Manorial rights appertaining thereto **And** the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof) **And** all the estate right title inheritance use trust property possession benefit claim and demand whatsoever of him the said Philip Havens in to or out of the said messuage or tenement farms lands and hereditaments hereby released or intended so to be and every part thereof

To Have and To Hold the said messuage or tenement farm lands and hereditaments hereby released or intended so to be and every part thereof with the appurtenances Unto the said James Blatch Philip Hoblyn and James Inglis and their heirs

To the use of the said James Blatch Philip Hoblyn and James Inglis their heirs and assigns **But** subject and without prejudice to the several charges and incumbrances next hereinafter mentioned charged upon or made payable out of the hereditaments and premises hereby released or some part thereof in favour of Henrietta Cordelia Havens Spinster by the Will of Philip Havens the elder late of Wivenhoe aforesaid Esquire deceased the father of the said Philip Havens party hereto and Henrietta Cordelia Havens and which will bears date on or about the fourth day of November \one thousand eight hundred and forty four and was proved in the prerogative Court of the Archbishop of Canterbury on or about the nineteenth day of March one thousand eight hundred and fifty seven that is to say a gross sum of Two thousand eight hundred pounds bearing interest at four per cent per annum and an annual sum of fifty pounds during the life of the said Henrietta Cordelia Havens provided she so long should continue single and without having been married and subject also to the accruing and future interest of the said gross sum and to all arrears and future payments of the said annual sum and which several charges and incumbrances

are to have priority over the principal and interest moneys secured by these presents and subject also to the proviso or agreement for redemption and with the eventual power of sale and other powers authorities and provisos hereinafter contained

That is to say Provided Always and it is hereby declared and agreed by and between the said parties to these Presents that if the said Philip Havens his heirs executors or administrators shall well and truly pay or cause to be paid unto the said James Blatch Philip Hoblyn and James Inglis their executors administrators or assigns the sum of Three thousand seven hundred and sixty pounds eighteen shillings on the seventeenth day of June now next ensuing with interest for the same rate of Four pounds per Centum per Annum computed from the day of the date of these Presents without making any deduction whatsoever(except for property tax) Then and in that case the said James Blatch Philip Hoblyn and James Inglis or the survivor of them or his heirs or their or his assigns will thereupon at the request costs and charges of the said Philip Havens his heirs or assigns reconvey and assure the said messuage or tenement farm land and hereditaments hereby released unto and to the use of the said Philip Havens his heirs and assigns or as he or they shall direct free from all charges and incumbrances to be made or occasioned by the said James Blatch Philip Hoblyn and James Inglis or the survivor of them or his heirs or their or his assigns in the meantime

Provided also and it is hereby further declared and agreed that in case of default shall be made in payment of the said sum of Three thousand seven hundred and sixty pounds eighteen shillings and interest or any part thereof respectively at the time and in the manner mentioned in the aforesaid proviso

Then and in such case it shall be lawful for the said James Blatch Philip Hoblyn and James Inglis or the survivor of them his executors or administrators or their or his assigns immediately thereupon or at any time thereafter without any further consent or concurrence on the part of the said Philip Havens his heirs or assigns to sell and absolutely dispose of the said messuage or tenement farm lands and hereditaments hereby released or any part thereof either together or in parcels and either by Public Auction or Private Contract and under and subject to such special or other conditions or terms with respect to title or otherwise as they or he shall think proper and either subject to or discharged from the said prior charges or incumbrances with liberty from time to time to buy in the said hereditaments or any part thereof at any Auction or Auctions and to resell the hereditaments so bought in at any future Auction or by Private Contract without being answerable for any loss expense or diminution of price which shall be consequent thereupon And also(if deemed expedient!) to rescind and vary the terms of any contract for sale which shall have been entered into and to convey or assure the same hereditaments unto the Purchaser or purchasers thereof or as he or they shall direct freed and discharged from all right and equity of redemption whatsoever

And it is hereby agreed and declared that the said James Blatch Philip Hoblyn and James Inglis and the survivor of them his executors or administrators or their or his assigns shall by and out of the money which shall arise from such sale or sales in the first place pay and satisfy all the costs and expenses of or attending the said sale or sales or which shall have been incurred by them or him in obtaining possession of or enforcing any contract or contracts for sale of the said hereditaments and all other expenses arising or incurred in relation to this security and also(if any such sale shall ne made free from the said prior charges and incumbrances) the amount then due thereupon with power for them or him to ascertain and allow such amount and to investigate settle and adjust all accounts and questions in relation thereto And in the next place pay and satisfy the moneys which shall; be then due and owing on the security of these Presents And shall

pay over the residue or surplus unto the said Philip Havens his heirs executors administrators and assigns for his their own benefit and also upon the request and at the cost and charges of him the said Philip Havens his heirs and assigns reconvey any unsold part or parts of the said hereditaments and premises unto him or them or as he or they shall direct

Provided also and it is hereby further declared and agreed that the receipt or receipts in writing of the said James Blatch Philip Hoblyn and James Inglis or their survivor of them his executors or administrators or their or his assigns shall be a good and sufficient discharge or discharges to any purchaser or purchasers of all or any part of the said hereditaments and premises so to be sold as aforesaid for his her or their purchase money or moneys or so much thereof respectively as in such receipt or receipts shall be expressed or acknowledged to have been received And that the same purchaser or purchasers his her or their heirs executors administrators or assigns shall not afterwards be answerable or accountable for the loss misapplication or nonapplication thereof

And that no purchaser be obliged or considered to enquire whether default has been made in payment of the said mortgage money and interest or any part thereof or into any other matter or thing connected with the property or regularity of such sale or sales

And the said James Blatch Philip Hoblyn and James Inglis do hereby for themselves their executors administrators and assigns by way of personal covenant only and not of condition or so as to prejudice or affect any purchaser or purchasers under the said power of sale hereinbefore contained covenant with the said Philip Havens his heirs executors and administrators that no sale or contract for sale shall be made under the said power of sale hereinbefore contained until the said James Blatch Philip Hoblyn and James Inglis or the survivor of them his executors administrators or their or his assigns shall have given to the said Philip Havens his heirs or assigns some or one of them or left at the last known place of abode in England of some or one of them or at or upon the said mortgaged premises three calendar months notice in writing demanding the payment of the moneys which at the expiration of such notice shall be due upon this security and default shall have been made in payment thereof accordingly or unless or until some half yearly payment of interest upon or in respect of the principal moneys for the time being hereby secured shall become and remain unpaid for the like period of three Calendar months next after the same shall have become payable in which case such sale may be made without any such notice

And it is hereby declared that the power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the moneys for the time being owing on the security of these Presents.

And the said Philip Havens for himself his heirs executors and administrators doth hereby covenant and agree with the said James Blatch Philip Hoblyn and James Inglis their heirs executors and administrators and assigns in manner following that is to say That he the said Philip Havens his heirs executors or administrators shall and will well and truly pay or cause to be paid unto the said James Blatch Philip Hoblyn and James Inglis or the survivor of them his executors or administrators or their or his assigns the said principal sum of Three thousand seven hundred and sixty pounds eighteen shillings and the interest thereon at the rate aforesaid at the time and in manner hereinbefore appointed for payment of the same

And also shall and will from time to time after the said seventeenth day of June next if and whilst the said principal sum of three thousand seven hundred and sixty pounds and eighteen shillings or any part thereof shall remain unpaid pay on demand or in default of such demand for the time being thenby equal half yearly payments on the seventeenth day of December and the

seventeenth day of June in every year unto the said James Blatch Philip Hoblyn and James Inglis or the survivor of them his executors or administrators or their or his assigns interest at the rate aforesaid to be computed from the said seventeenth day of June next or the last preceding day for payment of interest for the time being on the said principal sum or so much thereof as shall for the time being remain unpaid

And also that (save as appears by these Presents) he the said Philip Havens now hath in himself good right and lawful authority by these Presents to release and assure the messuage farm land and hereditaments hereby released or intended so to be with the appurtenances unto and to the use of the said James Blatch Philip Hoblyn and James Inglis their heirs and assigns in manner aforesaid

And also that (subject to the Declaration and Agreement hereinafter contained) it shall be lawful for the said James Blatch Philip Hoblyn and James Inglis their heirs and assigns from time to time and at all times hereafter peaceably and quietly to enter into the possession of and hold and enjoy the said messuage or tenement farm lands and hereditaments hereby released and every part of the same and to receive the rents and profits thereof without any let suit interruption or denial whatsoever of from or by the said Philip Havens his heirs or assigns or any person or persons claiming or to claim estate or interest in to or out of the same messuage and hereditaments or any of them except in respect of the said prior charges or incumbrances herebefore referred to And that free and clear of and from all other estates titles charges and incumbrances whatsoever save as aforesaid

And further that he the said Philip Havens and his heirs and all and every other person and persons whosoever having or lawfully or equitably claiming or to claim any estate rights title or interest at Law or in Equity of in to or out of the said messuage or tenement farm lands and hereditaments hereby released or intended so to be any part thereof (except in respect of the said prior charges or incumbrances) shall and will from time to time and at all times hereafter upon every reasonable request of the said James Blatch Philip Hoblyn and James Inglis their heirs and executors administrators or assigns and during the continuance of the present security at the costs and charges in all things of the said Philip Havens his heirs executors or administrators but after the sale and conveyance of the said hereditaments under the power hereinbefore contained or at the cost of the party or parties requiring the sum make do and execute or cause and procure to be made done and executed all such further and other lawful and reasonable acts deeds conveyances and assurances in the Law whatsoever for the further and more effectually conveying or otherwise assuring the said messuage or tenement farm land and hereditaments hereby released or intended so to be and every part thereof with their appurtenances unto and to the use of the said James Blatch Philip Hoblyn and James Inglis their heirs and assigns (subject as aforesaid) according to the true intent and meaning of these Presents as by the said James Blatch Philip Hoblyn and James Inglis their heirs executors administrators and assigns or his or their Counsel in the Law shall be reasonably advised and required

And it is hereby agreed and declared by and between the said parties to these Presents that in the meantime and until default shall be made in payment of the said principal sum of Three thousand seven hundred and sixty pounds eighteen shillings or the interest thereof or some part thereof respectively contrary to the aforesaid proviso and agreement for payment thereof it shall be lawful for the said Philip Havens his heirs and assigns to hold occupy and enjoy or receive and take the rents and profits of the said messuage land and premises with the appurtenances without any lawful eviction or disturbance whatsoever of or by the said James Blatch Philip

Hoblyn and James Inglis their executors administrators or assigns or any person lawfully claiming through or in trust for them or him

And the said Philip Havens doth hereby fro himself his heirs executors and administrators covenant with the said James Blatch Philip Hoblyn and James Inglis their executors administrators and assigns that he the said Philip Havens his executors or administrators will at his and their own costs and charges at all times during the continuance of this security insure and keep insured from loss or damage by fire the said messuage and other the buildings for the time being upon the said land and premises hereby released to the full amount or value thereof in some good and respectable office and in case the said Philip Havens his heirs executors or administrators shall neglect so to do or to produce the receipts for the premium for such insurance it shall be lawful for the said James Blatch Philip Hoblyn and James Inglis their executors administrators or assigns to effect and keep on foot(?) such insurance and to pay the yearly premium for the same and the moneys so paid shall be a charge on the said hereditaments in the same manner as the said principal and interest moneys hereinbefore mentioned to be secured

And it is hereby declared that the same James Blatch Philip Hoblyn and James Inglis their executors administrators or assigns shall hold the Policy or Policies of Insurance to be effected as aforesaid In trust in the first place for better securing the principal moneys so lent and to be lent as aforesaid and the interest thereof and any moneys which shall have been paid or expended by him or them in and about such insurance and insurances and interest thereon as aforesaid and subject thereto In trust for the said Philip Havens his heirs executors administrators or assigns

Provided always and it is hereby lastly agreed and declared between and by the said James Blatch Philip Hoblyn and James Inglis that the said sum of Three thousand seven hundred and sixty pounds eighteen shillings is moneys belonging to them on a joint account in Equity as well as at Law and accordingly that the said James Blatch Philip Hoblyn and James Inglis and the survivor of them shall remain entitled in equity as well as Law for the principal and interest moneys intended to be hereby secured and that the receipt of the survivor of them or of the executors or administrators of such survivor or their or his assigns shall be an effectual discharge for the same and every part thereof respectively

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

Philip Havens [only his signature]

Received the day and year within written of and from the within named James Blatch Philip Hoblyn and James Inglis the sum of Three thousand seven hundred and sixty pounds and eighteen shillings being the consideration money within expressed to be paid by them to me

Philip Havens Witness Samuel Batterham Jnr

Signed sealed and delivered by the within named Philip Havens in the presence of Samuel Batterham Jnr clerk to Messrs Howard Inglis and Keeling Solrs Colchester

[on the back of this document is another reconveyance deed dated 3 March 1874. See below]

Transcribed by Sue Glasspool, March 2019

7 June 1870

**The Right Honourable Lord Ashburton and others to Philip Havens Esquire
Enfranchisement of a piece of Land held of the Manor of Martells Hall Ardleigh Essex and
Release of Free Rents**

An Indenture between Thomas Baring Esquire of Norman Court near Stockbridge, Hants and Henry Bingham Mildmay Esquire of Bishopgate Street London in the first part, The Right Honourable Alexander Hugh, Lord Ashburton, Lord of the Manor of Martells Hall, Ardleigh, Essex of the second part, and Philip Havens, Surgeon of the third part, and Frederick John Keeling of the fourth part. The former Lord Ashburton, now deceased (will dated 23 February 1846 proved in the Prerogative Court of Canterbury) was seized of the estate for life. The trustees of the Will, Thomas Baring and Henry Bingham Mildmay, have requested that said copyhold or customary tenure of the Manor be released and enfranchised according to the Copyhold Act 1852. Philip Haven owns the estate by deed of fealty and suit of court and this deed releases to him and his heirs the freehold estate in perpetuity and two free rents in consideration of the payment of eight pounds eighteen shillings and nine pence.

Summarised by Pat Marsden, February 2019

3 March 1874 (on the reverse of the deed for 17 December 1869)

Reconveyance (endorsed)

J.B.P. Hoblyn Esq and another to Philip Havens Esq

The mortgage is paid off and the property reverts back to Philip Havens with the addition of Frederick John Keeling of Colchester, Solicitor, as a trustee if the estate becomes forfeit for any reason

Transcribed by Sue Glasspool, March 2019

1 April 1874

Philip Havens Esquire to John Spankie Esquire William Gore Jones Esquire R N & F J Turner Esquire

Mortgage of a Freehold Estate called Donyland Heath and of a Wood called Donyland in the County of Essex for securing £3000 and interest

This Indenture made 1st April 1874 between Philip Havens of Wivenhoe in the County of Essex Esquire of the one part and John Spankie of Lincolns Inn Esq barrister at law, William Gore Jones of No. 18 Gloucester Street, Belgrave Road in the County of Middlesex Esq, a Captain in Her Majesty's Navy and Frederick John Turner of the Middle Temple, barrister at law of the other part

Philip Havens who is well entitled to his estate and Mansion House etc requests that the above mentioned gentlemen lend him £3000 with interest being paid at 4%. He mortgages property as follows

Firstly

All that messuage known as East Donyland Hall and the Park in which it lies in East Donyland

And that messuage known as Rowhedge Farm and all the lands and grounds belonging to it lying in East Donyland

And all that parcel of land measuring 4 acres, one rood and 32 perches situated in East Donyland, part of a farm formerly known as Carters.

And also all that piece of Wasteland of the Manor of East Donyland called Donyland Heath (31 acres and one perch)

All which said hereditaments (except Donyland Heath and also parts of the enclosure marked 65 and 70 on the enclosed plan which are held by Solomon Went brickmaker subject to an Indenture of Lease dated 14th January 1864 for a term of 10 years from the 25th December 1863 at the yearly rent of £25, **and** land with a cottage under an Indenture of Lease dated 13th April 1866 for 14 years from 25th December 1865 at the yearly rent of £35. 10s **and also** land and some buildings numbered on the plan 66 which are part of Fingringhoe Water Mill held under lease for 150 years from Michaelmas 1790 with power of renewal for 50 years at the rent of £4 per annum) are in the possession of William Havens Esq under an Indenture of Lease dated 1st March 1873 for a term of 21 years from Michaelmas 1872 at the yearly rent of £290.

Secondly

All that wood or wood ground known as East Donyland Wood. This wood and the Woodmans Cottage are in the tenure of Philip Havens

And all those two (now divided into three) parcels of land adjoining the wood which have been cleared and are now known as "Upper Wood Field" and "Lower Wood Field" in East Donyland . These are in the tenure of William Havens under the lease of 1st March 1873.

These hereditaments and lands are delineated on the attached plan

The Schedule above referred to

Copy- right No.	Name and description of lands and premises	State of Cultivation	Acres R. P.	Copy- right No.	Name and description of lands and premises	State of Cultivation	Acres R. P.	Copy- right No.	Name and description of lands and premises	State of Cultivation	Acres R. P.
69	Grove and Orchard	Pasture	5 0 34	76	Lower Plantation	Pasture	1 0 26	165	Lower Woodfield	Grass	5 3 5
70	Small Field	Grass	26 0 11	63	Rowhedge Marsh	d°	16 2 32	166	Middle d°	d°	9 2 36
71	Barley Field	d°	4 3 6	65	Settings	d°	7 2 1	114	Upper d°	d°	12 3 2
72	Grove and Orchard	Wood	3 3 24	67	Mill Meadow	d°	3 3 34	66	East of Mill Meadow	Pasture	3 3 4
73	Barley Field	Grass	17 3 22	68	Park and Paddock	d°	36 2 31	167	Donyland Wood	Wood	61 1 29
49	Small Field	d°	1 3 24	91	Small Field	Grass	13 2 23	116	Donyland Heath	Heath	31 0 1
74	Paddock	d°	12 2 18	92	Church Field	d°	15 1 4				
75	Flow Pond	d°	11 3 3		Upper Plantation	Pasture	2 2 18				

There are several charges and incumbrances which are payable to Henrietta Cordelia Havens If the capital sum or interest is not paid on the agreed dates then the property can be sold by the mortgagees by public auction or private contract. Philip Havens must insure the properties for a sum of £1400 and if he does not then any insurance premiums paid by the lenders will be added to the debt

It is agreed that Philip Havens etc may continue to hold occupy and enjoy the hereditaments and receive and take the rents and profits.

Received the day and year first within written of and from the within named John Spankie William Gore Jones and Frederick John Turner the sum of Three thousand pounds the consideration money within expressed to be paid by them to me

[Signed] Philip Havens

Witness Samuel Batterham Jnr

Signed sealed and delivered by the within named Philip Havens in the presence of Samuel Batterham Jnr, Clerk to Messrs Howard Inglis and Keeling , Solicitors, Colchester

Signed sealed and delivered by the within named John Spankie in the presence of S.A. Ram, 25 Red Lion Square

Signed sealed and delivered by the within named William Gore Jones in the presence of ...[no witness named]

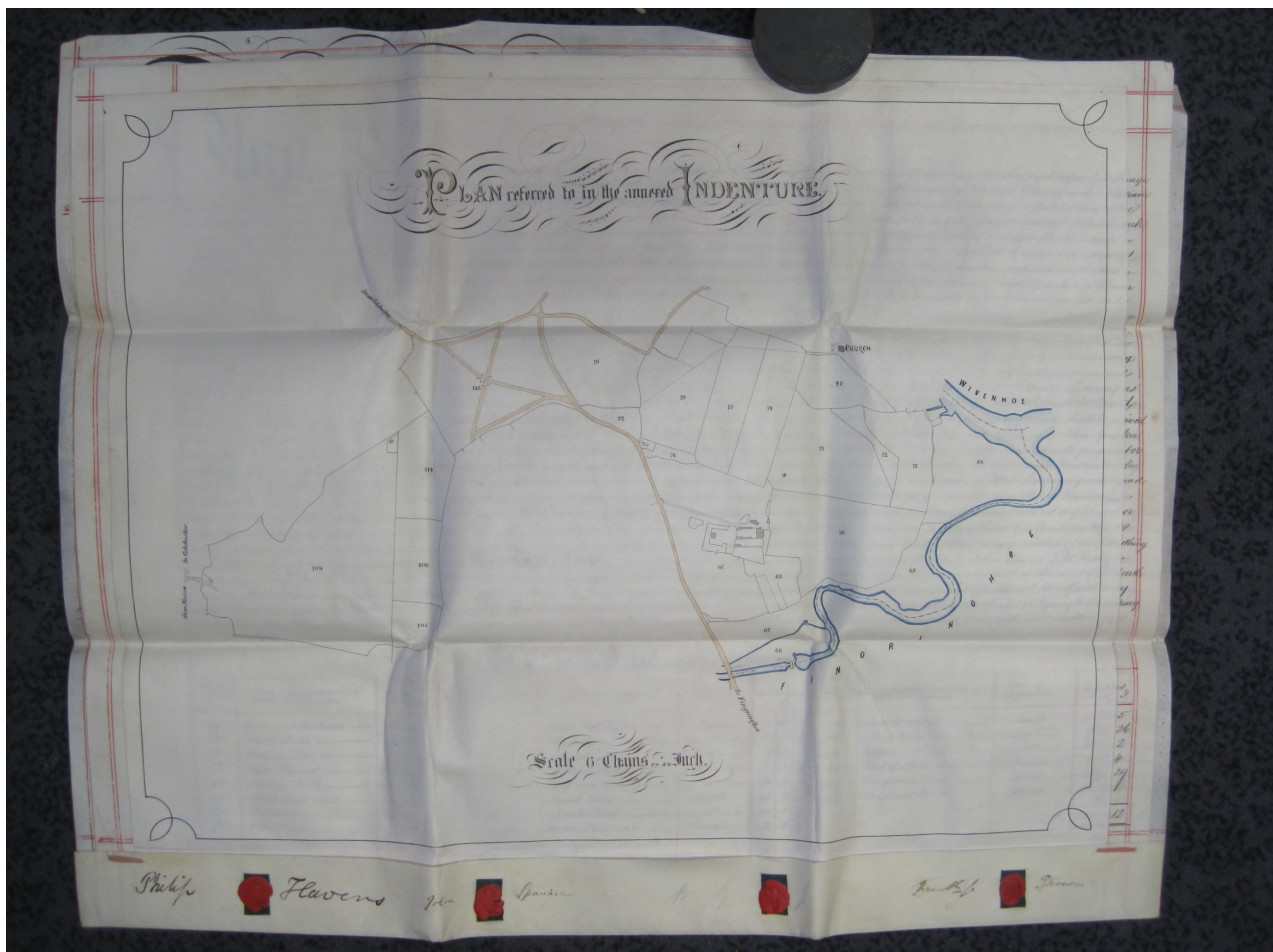
Signed sealed and delivered by the within named Frederick John Turner in the presence of S.A. Ram

Memorandum- we hereby acknowledge to have received from Mrs Elizabeth Elsworthy Havens the sole executrix and devisee under the will of the within named Philip Havens the sum of one thousand five hundred pounds in part discharge of the within mentioned Principal Sum of Three Thousand Pounds

[Signed by John Spankie, William Gore Jones V. Admiral, Frederick J. Turner]

Dated this 2nd October 1882 Witness S.A. Ram

Edited transcription by Sue Glasspool, March 2019



2 October 1882

This indenture made the 2nd October 1882 between Elizabeth Elsworthy Havens of East Donyland Essex of the one part and James Inglis of Colchester Essex, gentleman, of the other part.

On 2 October 1882 Elizabeth Elsworthy Havens pays £1500 to Spankie, Jones and Turner in part discharge of this debt, all interest having been regularly paid on the full debt. On the same day she makes this indenture with James Inglis mortgaging property in exchange for £1500. She conveys,

And also all that piece of the Waste land of the Manor of East Donyland containing 31 acres and 1 perch called Donyland Heath

And also all those two (but now or late divided into three) pieces of land lying contiguous to and adjoining the said wood , formerly part of the wood but now cleared and known as Upper Wood Field and Lower Wood Field (total 87 acres, 3 roods and 2 perches) [Schedule written below] Elizabeth Elsworthy Havens covenants that she and her assigns will keep all buildings insured against fire in the sum of £1400 in an assurance office approved by James Inglis and will produce the policy when requested.

Day and year first above written

The Schedule above referred to

Page	Time and description of lands and premises	Acres of the whole	Acres	Time and description of lands and premises	Acres of the whole	Acres
66	Grass and Orchard	3	34	Lower Pasture	1	26
70	Bull Field	2	11	Barbadoes Marsh	1	2
71	Barley Grass	2	1	Saltpetre	1	2
72	Crab Ground	2	24	Mill Meadow	2	34
73	Barley Field	2	22	Park and Premises	3	21
49	Barley Field	3	24	Barley Field	13	23
74	Barley Field	4	13	Barley Field	15	1
75	Barley Field	11	3	Upper Pasture	3	10

31

[Attached to this indenture is a handwritten note from James Inglis addressed to John Spankie Esq, Rear Admiral William Gore Jones R.N. and Frederick John Turner Esq

'I hereby give you notice that by Indenture dated 2nd day of October 1882 made between Elizabeth Elsworthy Havens of the one part and me the undersigned James Inglis of the other part the hereditaments situate at East Donyland in the County of Essex now in mortgage to you were assured to me by the said Elizabeth Elsworthy Havens for securing the sum of £1500 and Interest Dated this 2nd day of October 1882

[Signed] James Inglis'

On the reverse of this note is written *'Delivered a duplicate of this notice to Messrs Spankie, Gore Jones and Turner'* S.A.Ram, 23 Red Lion Square 19th October 1882 ']

Summary by Sue Glasspool, March 2019

11

12 November 1886

James Inglis and Captain C T Becker to Messrs E J Havens Harry Havens Rawdon Havens and Hugh Havens

Release of a sum of £2,800 charged by the Will of Philip Havens the Elder Esquire deceased in favour of Miss H C Havens deceased

Made between James Inglis of Colchester and Charles Theodore Becker, a Captain in Her Majesty's 25th Regiment King's Own Borders on the one part and Edward John Havens of Witham, Surgeon, Harry Havens of East Donyland, Farmer, Rawdon Havens of Homington Brewery, Burton in Trent, Staffordshire, Brewer, and Hugh Havens of 18 Goldhanger Rd, Shepherd's Bush in Middlesex, Brewer.

Philip Haven's Will of 4 November 1844 gave Donyland Hall with all its lands and appurtenances, woods and groves and hereditaments including the patronage of the advowson and rectory and parish church of East Donyland to his eldest son Philip for life with remainder to his son in law Edward Brett and his youngest son William Rawdon, during the life of the said Philip Havens, with previously recorded payments to be made to his daughters, Elizabeth Brett and Henrietta Cordelia, by his son Philip Havens within six months after his decease. Philip Havens and Rawdon Havens were appointed executors and trustees.

Following this Henrietta Cordelia on the 8 September 1871 appointed Nathaniel Symonds and James Inglis executors of her Will. She also made a Codicil dated 27 July 1876 in which she revoked the appointment of Nathaniel Symonds and in his place appointed Charles Theodore Becker. She died on 4 November 1882. The will and Codicil were proved in The Probate Division of the High Court of Justice on 5 December 1885.

Philip Havens the son made his Will dated 15 September 1874 and bequeathed all his real and personal estate to Elizabeth Elsworthy Havens and appointed her executor of his Will. He died on 13 October 1874 and his Will was duly proved by Elizabeth Elsworthy Havens in the Principal Registry of the High Court of Justice. Elizabeth Elsworthy made her Will on 1 November 1881 devising all her personal estate to the use of Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens their heirs and executors and she appointed Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens executors of her Will.

She died on 6 April 1885 and the Will was duly proved by her executors in the Probate Division of the High Court of Justice on 4 June 1885. It was noted that whereas all legacies duly paid in respect of two thousand eight hundred pounds charged in the Will of the said Philip Havens the elder to Henrietta Cordelia had been satisfied there remained two thousand eight hundred pounds owing to the said James Inglis and Charles Theodore Becker on the security of the charge contained in Philip Havens Will although all interest has been paid up to date. Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens as Trustees of Elizabeth Elsworthy Havens' Will wish to pay off this sum and the receipt of this is acknowledged by James Inglis and Charles Theodore Becker as personal representatives of Henrietta Cordelia Havens. It is therefore acknowledged that the conditions outlined in Philip Haven the elder Will's have been discharged.

Summarised by Pat Marsden, February 2019

12

18 November 1886

John Spankie Admiral, W Gore Jones and F W France Esquire by directions of Messrs Elizabeth Havens, H Havens, Rawdon Havens and Hugh Havens to Mr James Inglis Conveyance of mortgage and premises and repayment of first mortgage to Mr James Inglis as second Mortgagee

This Indenture made 18th November 1886 between John Spankie of Lincoln Inn Esq Barrister at law, William Gore Jones of 26 Ashburn Place South Kensington Middx, Esq Vice Admiral in Her Majesty's Navy C.B. and Frederick John Turner of the Middle Temple Esq Barrister at Law of the first part, Edward John Havens of Witham, Essex, surgeon, Harry Havens of Donyland in the same county, farmer, Rawdon Havens of Hornington Brewery Burton on Trent in the county of Stafford, brewer and Hugh Havens of 18 Goldhawk Road, Shepherds Bush Middx, brewer of the second part and James Inglis of Colchester Essex, Gentleman of the third part
This indenture then recites the terms of the mortgage of the Donyland Estate as in the indenture of 1st April 1874

And whereas Philip Havens made his will dated 15th September 1874 and devised and bequeathed all his real and personal estate to Elizabeth Elsworthy Havens and appointed her sole executrix

And whereas Philip Havens died on 13th October 1874 his will was proved on 19th May 1875, and Elizabeth Elsworthy Havens paid Spankie, Jones and Turner £1500 of the £3000 owed, reducing the debt to £1500.

And whereas by an Indenture dated 2nd October 1882 made between Elizabeth Elsworthy Havens and James Inglis in consideration of the sum of £1500 paid to Elizabeth E Havens, she conveyed the property as set out in the indenture of 1st April 1874 to the use of James Inglis

And whereas Elizabeth Elsworthy Havens made her will dated 1st November 1881 devising all her real and personal estate including the equity of redemption of the mortgaged premises to Edward John Havens, Harry Havens, Rawdon Havens, Hugh Havens, executors of her will

And whereas Elizabeth E Havens died on 6th April 1885 her will was proved on 4th June 1885.

But £1500 is still owing to Spankie, Jones and Turner and also £1500 to James Inglis
The Havens brothers are desirous of paying off, from monies in their hands as trustees of
Elizabeth Havens will, the sum of £1500 owing to Spankie, Jones and Turner.

Spankie Jones and Turner are requested to convey the mortgaged premises to James Inglis at his
request and with the agreement of the Havens brothers. James Inglis is now subject to the rights
and equity of redemption as now resides in the indenture of 2nd October 1882

Signed sealed and delivered by the within named John Spankie, William Gore Jones, Frederick
John Turner, Edward John Havens and Harry Havens in the presence of William Howard Jnr,
Solicitor Colchester. Also signed sealed and delivered by Hugh Havens in the presence of William
Howard Jnr

Signed sealed and delivered by the within named James Inglis in the presence of William
Howard Jnr

Signed sealed and delivered by the within named Rawdon Havens in the presence of Charles
Narman of Burton on Trent, Clerk

Summarised by Sue Glasspool, March 2019

13

19 November 1886

Messrs E J Havens H Havens R Havens and Hugh Havens to Mr James Inglis
Deed of Further Charge for £500 on Donyland Estate

This Indenture made the nineteenth of November One thousand eight hundred and eighty six
Between Edward John Havens of Witham in the County of Essex Surgeon Harry Havens of
Donyland in the same County Farmer Rawdon Haven of Hommington? Brewery Burton on Trent in
the County of Stafford Licensed Brewer and Hugh Havens of 18 Goldhawk Rd Shepherds Bush in
the County of Middlesex Brewer of the one part and James Inglis of Colchester in Essex
Gentleman of the other part

Whereas by an Indenture dated the second day of October One thousand eight hundred and
eighty two and made between Elizabeth Elsworthy Havens of the one part and the said James
Inglis of the other part In consideration of the sum of One thousand five hundred pounds paid to
the said Elizabeth Elsworthy Havens by the said James Inglis the said Elizabeth Elsworthy Havens
as Beneficial owner conveyed the hereditaments firstly and secondly therein described and which
were more particularly described in the Schedule thereto

To hold the same unto and to the use of the said James Inglis his heirs and assigns (subject to a
prior Mortgage therein mentioned and the principal money then remaining due thereon and the
the Interest for the same and which prior Mortgage has been since paid off and discharged as
hereinafter recited)

And subject also to a proviso in the Indenture now in recital contained for redemption of the said premises on payment by the said Elizabeth Elsworthy Havens her heirs executors administrators or assigns to James Inglis his executors administrators or assigns of the sum of One thousand five hundred pounds with interest for the same at the rate therein mentioned on the day thereby appointed

And whereas the said Elizabeth Elsworthy Havens duly made her Will dated the first day of November One thousand eight hundred and eighty one and thereby devised all her real and personal estate unto and to the use of the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens their heirs executors administrators and assigns respectively Upon trust in the said Will and contained

And under which subject to the provisions of the said Will the ultimate residue of the said Testator's General real or personal estate or the proceeds of Sale and conveyance thereof as therein mentioned was directed to be held

In trust for the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens for their own respective benefit in equal shares absolutely

And the said Testator thereby appointed the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens Executors of her said Will

And whereas the said Elizabeth Elsworthy Havens died on the sixth day of April One thousand eight hundred and eighty five without having altered or revoked her said Will which was duly proved by the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens in the Principal Registry of the Probate Division of the High Court of Justice on the fourth day of June One thousand eight hundred and eighty five

And whereas on the eighteenth day of November One thousand eight hundred and eighty six the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens out of monies in their hands as Trustees of the said Will of Elizabeth Elsworthy Havens applicable for that purpose paid off and discharged the said prior Mortgage for One thousand five hundred pounds and interest in the said Indenture of the second of October One thousand eight hundred and eighty two mentioned and by an Indenture dated the same eighteenth day of November One thousand eight hundred and eighty and eighty six and made between John Spankie William Gore Jones and Fred John Turner of the first part the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens of the second part and the said James Inglis of the third part the legal estate in the hereditaments comprised in the said Indenture of the second of October One thousand eight hundred and eighty two and then vested in the said John Spankie William Gore Jones and Fred John Turner under the prior Mortgage hereinbefore referred to was with the priority of the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens conveyed unto and to the use of the said James Inglis in fee simple discharged from all principal money and interest intended to be secured by and from all claims under the said prior Mortgage but subject to such right or equity of redemption as was then subsisting in the said Mortgaged premises under the said Indenture of the second of October One thousand eight hundred and eighty two

And whereas the said James Inglis at the request of the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens as Trustees under the said Will of Elizabeth Elsworthy Havens

and also with the approval of the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens respectively As beneficiaries as aforesaid under the said Will has (sic) agreed to advance by way of loan to the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens as Trustees as aforesaid for the purposes of the said Will the sum of Five hundred pounds upon having the repayment thereof with interest after the rate hereinafter mentioned secured in manner hereinafter appearing

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Five hundred pounds upon the execution of these presents to the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens as Trustees of the said Will of the said Elizabeth Elsworthy Havens and for the purpose of the said Will and with the approval (hereby testified) of the Edward John Havens Harry Havens Rawdon Havens and Hugh Havens respectively as Beneficiaries of the said Will as aforesaid paid by the said James Inglis (the receipt of which sum of Five hundred pounds the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens hereby acknowledge)

They the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens or some or one of them or their or some of one of their heirs executors or administrators will on the second day of April next pay to the said James Inglis his executors administrators or assigns the sum of Five hundred pounds with interest for the same in the meantime at the rate of Four pounds per centum per annum computed from the date hereof and also will so long after that day as any principal money shall remain due under these presents pay to the said James Inglis his executors administrators or assigns interest thereon at the rate aforesaid by equal half yearly payments on the second day of October and the second day of April in every year

And further that all and singular the said hereditaments and premises shall not in anywise be redeemed or be redeemable but upon payment by the said Edward John Havens Harry Havens Rawdon Havens and Hugh Havens or some of them or their or some or one of their heirs executors administrators or assigns or the Trustees or Trustee for the time being of the said Will of Elizabeth Elsworthy Havens unto the said James Inglis his executors administrators or assigns as we'd of the said sum of Five hundred pounds and interest for the same according to the covenants hereinbefore contained in that behalf as of the said sum of One thousand five pound and the Interest due and to grow due for the same

And it is hereby agreed and declared that all powers and provisions in the hereinbefore recited Indenture of the second day of October One thousand eight hundred and eighty two contained for the better securing the payment of the said sum of One thousand five hundred pounds and interest shall extend and be applicable so as to be a further security of the said Five hundred pounds and interest as if the said sum of Five hundred pounds had formed part of the principal money secured by the hereinbefore recited Indenture of the second day of October One thousand eight hundred and eighty two

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

Edward John Havens

Harry Havens

Rawdon Havens

Hugh Havens

Signed sealed and delivered by the within named Edward John Havens and Harry Havens in the presence of Wm. Howard Sol Colchester

Signed sealed and delivered by the within named Rawdon Havens in the presence of Charles ? Burton on Trent

Signed sealed and delivered by the within named Hugh Havens in the presence of Wm. Howard?

Transcribed by Pat Marsden, February 2019

14

20 November 1886

Mortgage of the Donyland Estate for £3800 and interest at 4 per cent (except for a field called Parkfield)

Mr Inglis the prior Mortgagee joining to postpone his security

Indenture made 20 November 1886 between Edward John Havens of Witham in Essex, surgeon, Harry Havens of Donyland, Farmer, Rawdon Havens of Hommington Brewery, Burton on Trent, Staffs, Brewer, Hugh Havens of 18 Goldhawk Rd, Shepherds Bush, Middlesex, Brewer of the first part; James Inglis of Colchester, Gentleman in the second part; James Hardy of Tendring Hall, Land Agent and Thomas George Hallum of Wormingford, Esquire in the third part.

Refers to an **Indenture dated 2 October 1882** made between Elizabeth Elsworthy Havens and James Inglis in consideration of the sum of One thousand five hundred pounds paid to Elizabeth Elsworthy Havens by James Inglis Elizabeth (as beneficial owner) conveyed the hereditaments therein mentioned, also including a field marked Park Field (7 acres 3 roods and 24 perches) not part of this deed which was subject to a **prior Mortgage dated 1 April 1874** which has been discharged. Contained proviso for redemption

And whereas **Elizabeth Elsworthy made her Will dated 1 November 1881** and devised all her real and personal estate to her sons Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens In trust in equal shares and her sons were appointed trustees of her Will. Elizabeth died on 6 April 1885 without having changed her Will which was duly proved in the Principal Registry of the Probate Division of the High Court of Justice on 4 June 1885. Out of money in their hands her sons paid off and discharged the **prior Mortgage of 1 April 1874** in the said Indenture of 2 October 1882.

Then by an Indenture dated **18 November 1886** made between John Spankie, William Gore Jones and Frederick John Turner of the first part, Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens of the second part and the said James Inglis of the third part, all the legal estate comprised in the **Indenture dated 2 October 1882** under the said **prior Mortgage of 1 April 1874** was conveyed unto the use of James Inglis in fee simple discharged of all claims from the said **Indenture of 2 October 1882**.

Whereas by the Indenture dated **18 November 1886** made between Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens on the one part and James Inglis of the other part in consideration of the sum of five hundred pounds paid the the sons by James Inglis charged the hereditaments described in the **Indenture of 2 October 1882** (except the field called Park Field) at the sum of One thousand five hundred pounds plus the five hundred pounds and interest and securities recited for the same.

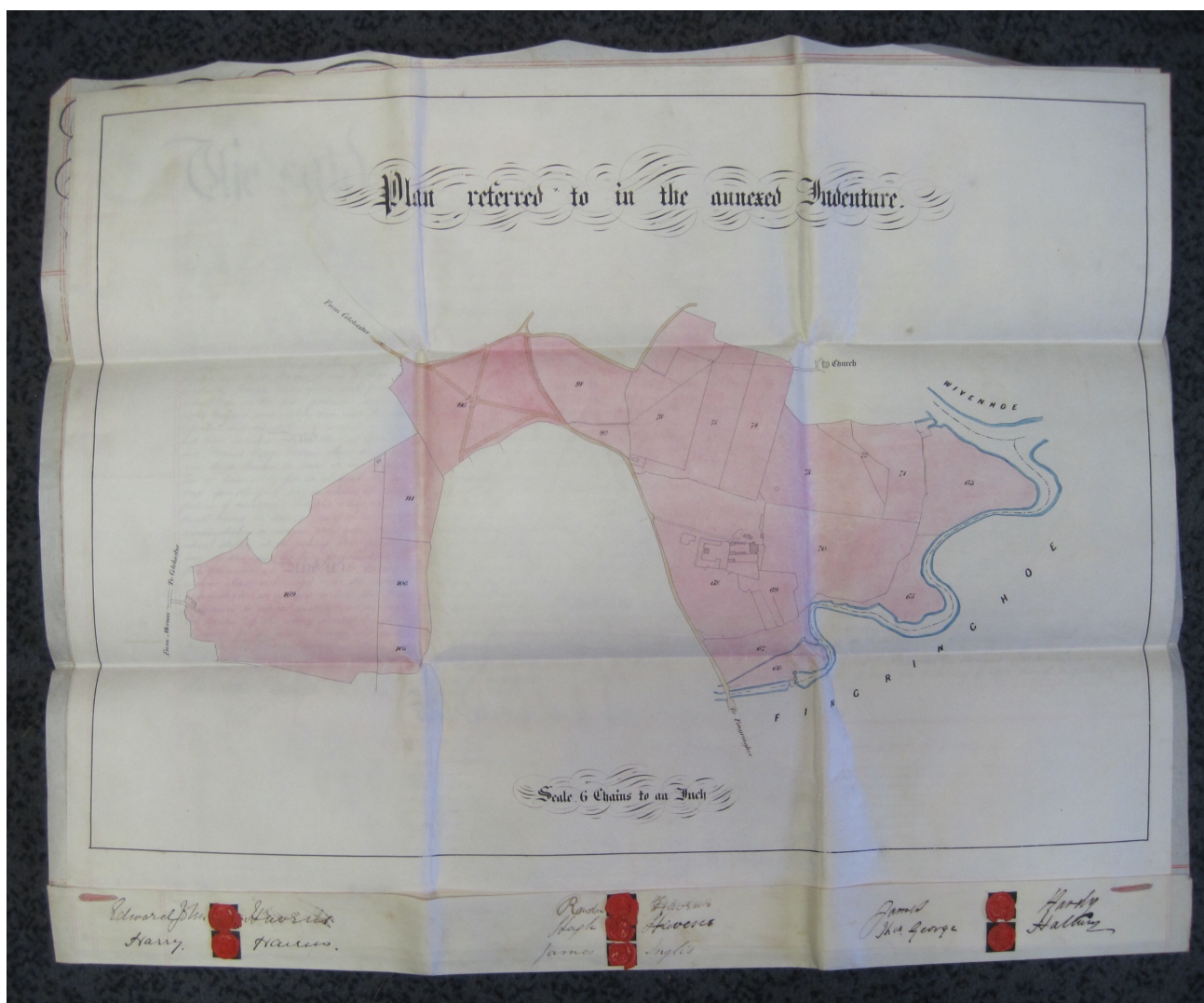
Whereas the said James Hardy and Thomas George Hallum at the request of Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens as beneficiaries and Trustees of Elizabeth Elsworthy Haven's Will and with the approval of the Trustees agreed to advance out of monies belonging to a joint account for the purposes of the Will a loan of Three thousand eight hundred pounds upon having the repayment secured.

And James Inglis has agreed to join in these presents for the purposes of postponing the principal sums of one thousand five hundred pounds and five hundred pounds so owing to him and secured for that purpose relating to the hereditaments hereby mentioned and intended to be conveyed.

This Indenture witnesseth that in consideration of the sum of Three thousand eight hundred pounds to Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens trustees of the said Will and for the purposes of the said Will and with the approval of the Trustees and the priority of the said James Inglis paid by the said James Hardy and Thomas George Hallum out of monies belonging to them in a joint account. Therefore they the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens covenant with the said James Hardy and Thomas George Hallum under these presents will pay to them will on 20th May next pay to them Three thousand eight hundred pounds at the rate of 4% per annum by equal half yearly payments on the 20th day of November and 20th day of May I every year

And this Indenture also witnesseth that James Inglis as Mortgagee at the request of the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens hereby convey as beneficial owners to James Hardy and Thomas George Hallum and their heirs All and singular in the parish of East Donyland or other parts of Essex as described in the attached Schedule and delineated on the plans drawn on the front of these presents and herein coloured red. And all other hereditaments in the recited Indentures of 2 October 1882 and 19 November 1886 (except the said field called Parkfield which is not intended to be included in the Conveyance hereby made to hold the said premises to and to the use of James Hardy and Thomas George Hallum their heirs and assigns freed and discharged from the aforesaid sum of £1,500 and £500 and claims under the said Indenture of 2 October 1882 and 19 November 1886 but subject to the proviso for redemption hereinafter contained

Provided always and it is hereby agreed and declared that the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens and any of their heirs shall on the 20th day of May next pay to James Hardy and Thomas George Hallum or their executors the said sum of Three thousand eight hundred pounds with interest at the rate of 4% per annum and at any time thereafter at the request of and at the cost of Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens, their heirs executors or assigns or Trustees of the Will of the said Elizabeth Elsworthy Havens May reconvey the said premises hereby conveyed to the use of the



said James Inglis, his heirs or assigns as they shall direct subject to such right or redemption of these premises if these presents had not been executed for the time being subject to under the said Indenture of 2 October 1882 and the 19 November 1886 on payment of the said principal sums and interest of the same Indentures as intended to be secured as aforesaid and with the same powers in all respects as if these presents had not been executed.

And the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens and as separate covenants each do hereby covenant with James Hardy and Thomas George Hallum that they will insure or keep insured all buildings upon the premises herein described for at least the sum of £1,400 and will pay the same from time to time for keeping on foot every such insurance within three days after the first day on which it became payable and will forthwith deliver to the said James Hardy and Thomas George Hallum the insurance policy and when required deliver to them every receipt payable.

And in default that the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens, their heirs, etc will repay to the said James Hardy and Thomas George Hallum every sum under the statutory power expended by them in keeping the same building insured for the amount aforesaid

And it is hereby agreed that the covenant as to insurance hereby contained shall so long as it be duly performed to the satisfaction of the said James Hardy and Thomas George Hallum

And it is hereby agreed that the said Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens, their heirs, etc shall not without the consent in writing of James Hardy and Thomas George Hallum, their heirs etc and the said James Inglis shall not exercise the power of leasing or agreeing to lease conferred by the Conveyancing and Law of Property Act 1881 on? the Mortgage while in possession but it shall not be necessary to express such consent in any such lease or agreement for lease

And it is hereby agreed that on sale under the power conferred by the Conveyancing and Law of Property Act 1881 the residue of the money received by the Mortgagees arising from the sale shall be paid to the said John Inglis, his heirs, etc. (Whose receipt shall be a sufficient discharge) towards the discharge of the principal monies and interest owing to him or if he or they should direct Edward John Havens, Harry Havens, Rawdon Havens and Hugh Havens, their heirs, assigns Trustees, etc of the Will of the said Elizabeth Elsworthy Havens

And the said James Inglis hereby acknowledges the right of the said James Hardy and Thomas George Hallum to production of the hereinbefore recited Indentures of the 1 April 1874, 2 October 1882 and the hereinbefore recited Indenture of further charges of 19 November 1886

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

The Schedule in the above written Indenture referred to

Nos referring to the plan	Name and Description of Land and Premises	State of Cultivation	Quantity a. r. p.	Nos referring to the Plan	Name and Description of Land and Premises	State of Cultivation	Quantity a. r. p.
69	Grove and Orchard	Pasture	5. 00. 34.	68	Park and Premises	Pasture	30. 02. 31.
70	Bull Field	Arable	26. 00. 11.	91	Pound Field	Arable	13. 02. 23.
71	Barley Close	"	9. 03. 06.	78	Church Field	"	15. 01. 04.
72	Ozier Ground	Wood	2. 02. 24.	92	Upper Plantation	Pasture	2. 02. 18.
73	Barley Park	Arable	19. 03. 22.	105	Lower Wood Field	Arable	5. 03. 05.
74	Paddock	"	12. 02. 13.	106	Middle Wood Field	"	9. 02. 26.
75	Row Field	"	11. 03. 03.	114	Upper Wood Field	"	12. 00. 02.
76	Lower Plantation	Pasture.	1. 00. 26.	66	Part of Mill Meadow	Pasture	5. 03. 04.
63	Rowhedge Marsh	"	16. 02. 32.	169	Donyland Wood	Wood	61. 01. 29.
65	Saltings	"	7. 00. 02.	116	Donyland Heath	Heath	31. 00. 01.
67	Mill Meadow	"	8. 03. 34.				

Schedule referring to the Plan attached to the Indenture

Nos referring to the plan	Name and Description of Land and Premises	State of Cultivation	Quantity a. r. p.	Nos referring to the Plan	Name and Description of Land and Premises	State of Cultivation	Quantity a. r. p.
69	Grove and Orchard	Pasture	5. 00. 34.	68	Park and Premises	Pasture	30. 02. 31.
70	Bull Field	Arable	26. 00. 11.	91	Pound Field	Arable	13. 02. 23.
71	Barley Close	"	9. 03. 06.	78	Church Field	"	15. 01. 04.
72	Ozier Ground	Wood	2. 02. 24.	92	Upper Plantation	Pasture	2. 02. 18.
73	Barley Park	Arable	19. 03. 22.	105	Lower Wood Field	Arable	5. 03. 05.
74	Paddock	"	12. 02. 13.	106	Middle Wood Field	"	9. 02. 26.
75	Row Field	"	11. 03. 03.	114	Upper Wood Field	"	12. 00. 02.
76	Lower Plantation	Pasture.	1. 00. 26.	66	Part of Mill Meadow	Pasture	5. 03. 04.
63	Rowhedge Marsh	"	16. 02. 32.	169	Donyland Wood	Wood	61. 01. 29.
65	Saltings	"	7. 00. 02.	116	Donyland Heath	Heath	31. 00. 01.
67	Mill Meadow	"	8. 03. 34.				

A. 310. 02.28

Signed sealed and delivered by the within named Edward John Havens and Harry Havens in the presence of Wm Howard Jnr Colchester Sol.

Signed sealed and delivered by the within named Rawdon Havens in the presence of Charles Harman of Burton on Trent Clerk

Signed sealed and delivered by the within named Hugh Havens in the presence of William Howard Jnr

Signed sealed and delivered by the within named James Inglis in the presence of William Howard Jnr

Signed sealed and delivered by the within named James Hardy in the presence of Thomas J Dunningham? Clerk to Messrs Howard and Sons

Signed sealed and delivered by the within named Thomas George Hallum in the presence of Thomas J Dunningham?

Summarised by Pat Marsden March 2019

15

12th September 1888 (see in Wivenhoe list above)

The Manor of Wivenhoe With its Members

Admission of Edward John Havens Esq

16

8 May 1893

Captain J D Inglis and others to Miss E J Curtis and others

Transfer of a mortgage and Further Charge of 2nd October 1882 and 19th November 1886 to secure £2000 in all

This indenture made the 8th May 1893 between Thomas Drummond Inglis of Mount Wise Barracks Devonport , Devon a captain in Her Majesty's Royal Regiment of Artillery and Frances Violet Lyon the wife of Lieutenant Herbert Lyon R.N. of 7 Penlee Villas Stoke Devonport of the first part; Edward John Havens of Roman Hill Cottage near Colchester , Essex, surgeon, Harry Havens of Wiston, Suffolk, farmer, Rawdon Havens of Staines, Middx, brewer and Hugh Havens of Littlebourne, Kent, brewer of the second part; Edith Jane Curtis of 19 Lexden Road Colchester, spinster of the third part; Francis Randolph Symmons and Percy Wilson Symmons both of 9 Lexden Road, Colchester, Esquires of the fourth part

The document begins by reciting previous documents relating to the mortgaging of Philip Havens property involving James Inglis. James died 31st August 1887 and his will was proved 29th September 1887, the sole executor being his brother Thomas. Thomas Inglis made his will on 20th August 1888 appointing his son Thomas Drummond Inglis and his daughter Frances Violet Lyon as executors. Thomas died on 2nd September 1888 and his will was proved on 14th November 1888.

So the monetary situation in May 1893 is that the £2000 (two separate charges of £1500 and £500) is still owing by the Havens but all interest has been paid. Certain portions of the field called Park Field have been sold so no longer form part of the security.

In this indenture Edith Curtis and Francis and Percy Symmons agree at the request of the Havens to pay Thomas Drummond Inglis and Frances Violet Lyon the sum of £2000 so that the debt is transferred to them. The Havens covenant that they will pay the £2000 to Edith Curtis and the Symmons' on 2nd October 1893 together with interest and if they do not repay the full amount they will continue to pay interest on 2nd day of April and 2nd Day of October every year

As regards the land tenements and hereditaments these are also transferred from the Inglis' to Edith Curtis and Frances and Percy Symmons as security. The portions of Park Field which have been sold are marked in pink on the map; those parts remaining as security are coloured blue. Signed sealed and delivered by



Thomas Drummond Inglis in the presence of Herbert Lyon, R.N., 7 Penlee Villas, Stoke, Devon
Frances Violet Lyon in the presence of Edith Stemson 7 Penlee, Stoke, Nurse

Edward John Havens in the presence of Cecil H. ? Colchester Solicitor

Harry Havens in the presence of O? Ellison, Colchester, Solicitor

Rawdon Havens in the presence of Sidney James Bone, High Street, Staines, Commercial Clerk

Hugh Havens in the presence of Filmer Holman, Clerk, Littlebourne, Kent

Summarised by Sue Glasspool, March 2019

17

31st August 1895

Messrs James Hardy and Thomas George Hallam and others to Miss Edith Curtis and others. Reconveyance of freehold hereditaments situate at East Donyland

This Indenture made the thirty first day of August One thousand eight hundred and ninety five Between James Hardy of Myland near Colchester in the County of Essex Land Agent and Thomas George Hallam of Wormingford in the said County Esquire (hereinafter called 'the Mortgagees') of the first part Edward John Havens of East Donyland in the said County of Essex Surgeon Harry Havens of Wiston Hall in the County of Suffolk Farmer Rawdon Havens of Hardwick [?] House Wellington in the County of Salop [?] Brewer (but ? of Cleveland House in the County of Loughborough? Insert) and Hugh Havens of No 11 Bloemfontein Shepherds Bush, London Brewer (hereinafter called the 'Mortgagors' of the second part and Edith Jane Curtis of No 19 Lexden Rd Colchester in the said County of Essex Spinster Francis Randolph Symmons and Percy Wilson Symmons both of No 9 Lexden Rd aforesaid Esquires of the third part

Whereas these presents are supplemental loan Indenture of Mortgage (hereinafter called 'the principal Indenture') dated the twentieth day of November One thousand eight hundred and eighty six and made between the Mortgagors of the first part James Inglis of the second part and the Mortgagees of the third part the Capital messuage or mansion house lands and hereditaments more particularly described in the schedule to the principal Indenture with their appurtenances were conveyed unto and to the use of the Mortgagees their heirs and assigns by way of mortgage for securing to the Mortgagees as well the Principal Sum of Three thousand eight hundred pounds in the principal Indenture expressed to have been lent by them to the Mortgagors as also interest therein as in the Principal Indenture appearing

And Whereas James Inglis named in the Principal Indenture duly made and executed his Will dated the sixth day of August One thousand eight hundred and eighty [?] seven and thereby after making sundry specific devises and bequests gave and bequeathed the residue of his personal estate and effects unto his brother Thomas Inglis his heirs executors and administrators for his and their absolute use and benefit And the Testator appointed the said Thomas Inglis sole Executor of that [?] his Will

And whereas the said James Inglis died on the thirty first day of August One thousand eight hundred and eighty seven without having revoked or altered his said Will and the same was duly proved on the twenty ninth day of September One thousand eight hundred and eighty seven in the Principal Registry by the said Thomas Inglis

And whereas the said Thomas Inglis duly made and executed his Will dated the twentieth [?] day of August 1888 and thereby appointed Thomas Drummond Inglis and Frances Violet Lyon to be executors thereof

And whereas the said Thomas Inglis died on the second day of September One thousand eight hundred and eighty eight without having revoked or altered his said Will and the same was duly proved on the fourteenth day of November One thousand eight hundred and eighty eight in the Principal Registry by the said Thomas Drummond Inglis and Frances Violet Lyon

And whereas by an Indenture dated the eighth day of May One thousand eight hundred and ninety three and made between the said Thomas Drummond Inglis and Frances Violet Lyon of the first part the Mortgagors of the second part and the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons of the third part the two principal sums of one thousand five hundred pounds and five hundred pounds respectively in the Principal Indenture mentioned therein upon the security of the Indentures of the second day of October One thousand eight hundred and eighty two and the nineteenth day of November One thousand eight hundred and eighty six respectively in the principal Indenture recited and the Interest due and to become due for the same and the hereditaments comprised in such two recited Indentures (except a certain field called Park Field which was not comprised in the said Indentures of the twentieth day of November One thousand eight hundred and eighty six) were assigned and transferred by the said Thomas Drummond Inglis and Frances Violet Lyon with the concurrence of the Mortgagors to the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons subject as to the said hereditaments to the equity of redemption subsisting therein or by virtue of such two recited Indentures

And whereas the sum of Three thousand eight hundred remains owing to the mortgage on the security of the Principal Indenture but all Interest for the same has been paid up to the date of these presents as the Mortgagees do hereby acknowledge

And whereas the Mortgagors have agreed to pay off and discharge the said Mortgage debt of Three thousand eight hundred pounds out of monies in their hands as Trustees of the Will of Elizabeth Elsworthy Havens in the principal Indenture referred to applicable for that purpose and have requested the Mortgagees to reconvey and release the said hereditaments and premises in manner hereinafter appearing

Now this Indenture witnesseth that in consideration of all Interest on the said sum of Three thousand eight hundred pounds having been so paid as aforesaid and of the sum of Three thousand eight pounds now paid by the Mortgagors out of monies in their hands as Trustees of the Will of Elizabeth Elsworthy Havens to the Mortgagees in full discharge of all principal monies and Interest owing on the security of the Principal Indenture (the receipt whereof the Mortgagees do hereby acknowledge) the Mortgagees

As Mortgagees by the direction of the Mortgagors do respectively hereby grant and release Unto the said Elizabeth Jane Curtis Francis Rudolph Symmons and Percy Wilson Symmons

All and singular the hereditaments and premises comprised in or assured by the Principal Indenture or which are now by any means vested in the Mortgagees subject to redemption under or by nature of the Principal Indenture

To hold the same Unto and To the use of the said Elizabeth Jane Curtis Francis Rudolph Symmons and Percy Wilson Symmons their heirs and assigns

Freed and discharged from the said sum of Three thousand eight hundred pounds and the Interest thereof and all monies now or at any time owing on the security of ? freed from all charges claims or demands under the Principal Indenture or any of them or in any way relating thereto

Subject nevertheless to such right or equity or redemption as the same premises would if the Principal Indenture had not been executed have been for the time being subject under or by nature of the said two recited Indentures of the second day of October One thousand eight hundred and eighty two and the nineteenth day of November One thousand eight hundred and eighty six respectively in payment of the said two sums of One thousand five hundred pounds and five hundred pounds respectively and Interest thereby secured

And with the same power of Sale and other powers and authorities in all respects as would have been or would be subsisting or might have been or might be exercised if such Principal Indenture had not been executed

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

Signed sealed and delivered by the above mentioned James Hardy in the presence of Wm. Howard Sol Colchester

Signed sealed and delivered by the above mentioned Thomas George Hallam in the presence of Wm Howard Sol Colchester

Signed sealed and delivered by the above mentioned Harry Havens in the presence of George Ellison? Sol Colchester

Signed sealed and delivered by the above mentioned Rawdon Havens in the presence of William Thomas Witt? Stockbridge?

Signed sealed and delivered by the above mentioned E J Havens in the presence of ?

Signed sealed and delivered by the above mentioned Hugh Havens in the presence of John Bailey?

Transcribed by Pat Marsden, February 2019

18

2 September 1895

Miss Edith J Curtis and others to Edward J Havens Esquire and others

Reconveyance of freehold hereditaments situate at East Donyland Essex

An indenture made between Edith Jane Curtis of 19 Lexden Road, Colchester, Essex, spinster and Francis Randolph Symmons and Percy Wilson Symmons both of 9 Lexden Road, Esquires (the Mortgagees) of the one part and Edward John Havens of East Donyland, Essex, surgeon, Harry Havens of Wiston Hall, Suffolk, farmer, Rawdon Havens late of Hardwick House, Wellington, Salop, but now of Cleveland House, Stockbridge, Northamptonshire, brewer and Hugh Havens of 11 Bloemfontein Road, Shepherds Bush, London, brewer (the Mortgagors)

This document is supplemental to an Indenture dated 8 May 1893 between Thomas Drummond Inglis and Frances Violet Lyon of the first part, the Mortgagors of the second part and the Mortgagees of the third part, called in this document the Indenture of Transfer

And whereas by an indenture dated 31 August 1895 between James Hardy and Thomas George Hallum of the first part the Mortgagors of the second part and the Mortgagees of the third part the hereditaments and premises comprised in or assured by the Indenture of Mortgage dated 20 November 1886 in the Indenture of Transfer referred to were assured to the use of the mortgagees their heirs etc freed and discharged from the principal sum of £3800 secured by the said indenture of 20th November 1886

Indentures of 2 October 1882 and 19 November 1886 refer to payments of £1500 and £500 respectively (making together £2000) which are still owing although all interest has been paid. The mortgagors have agreed to pay off the £2000 debt out of monies they have as Trustees of the estate of Elizabeth Elsworthy Havens. The mortgagees grant and release to the mortgagors the hereditaments and premises.

Signed sealed and delivered by the above named Edith Jane Curtis in the presence of F.C. Hingiston-Randolph, Clerk in Holy Orders, Rector of Ringmore Devon

Signed sealed and delivered by the above named Francis Randolph Symmons in the presence of O. Ellison(?) Solicitor Colchester

Signed sealed and delivered by the above named Percy Wilson Symmons in the presence of S. Franklin, Engineer's Assistant, 113 Cannon Street London E.C.

Summarised by Sue Glasspool, March 2019

19

4 September 1895

The Trustees of the Will of Mrs E E Havens to Edward John Havens Esquire

Conveyance of freehold property known as Donyland, the wood, fields, and Donyland Wood situate at East Donyland Essex

[Written on the Cover of this Deed is the following Note

An Indenture dated the first day of November One thousand nine hundred and twenty made between Alfred Armitage and John Henry Woodmansey of the first part Edward Herbert Armitage of the second part Caroline Louisa Constance Havens of the third part and Daniel Abbot Green of East Donyland Hall Colchester Essex Gentleman of the fourth part For the consideration therein mentioned (*inter alia*)

[This deed also has some pencilled alterations to it which we have tried to follow]

All that messuage farm and lands comprising 192,649 acres known as East Donyland Hall (being part of the premises conveyed by the within written Indenture) were conveyed unto and to the use of the said Daniel Abbot Green in fee simple

And the said Caroline Louisa Constance Havens acknowledges the right of the said Daniel Abbot Green to production of the within written Indenture]

This Indenture made the 4th day September 1895 between Edward John Havens of East Donyland, Essex, Surgeon, Harry Havens of Wiston? Hall, Suffolk, Farmer, Rawdon Havens of Cleveland House, Stockbridge, Southampton, Brewer, and Hugh Havens of 11 Bloemfontein Rd, Shepherds Bush, London, Brewer of the first part, William Howard of Colchester, Essex, Gentleman of the second part and the said Edward John Havens (sic) of the third part

Whereas Elizabeth Elsworthy Havens late of East Donyland, Essex, deceased, was at the date of her death seized of an inheritance in fee simple in possession of the hereditaments therein described and intended to be hereby assured subject only to

- 1) An Annual payment of £50 during the life of Henrietta Cordelia and for a principal sum of £2,800 both charged thereon (inter alia) in her favour by the Will of Philip Havens the Elder
- 2) A Mortgage in fee simple of the said Premises (together with other hereditaments) for securing One thousand five hundred pounds (the balance of a sum of Three thousand pounds) and interest created by an Indenture date 1 April 1874 and expressed to be made between Philip Havens on the one part and John Spankie, William Gore Jones and Frederick John Turner of the other part and
- 3) A Mortgage in fee simple of the same premises (together with other hereditaments) for securing One thousand five hundred pounds and interest created by an Indenture dated the 2 October 1882 and expressed to be made between the said Elizabeth Elsworthy Havens of the one part and James Inglis of the other part and subject also as the aforesaid hereditaments as was called Donyland Heath to all rights of common and other manorial rights affecting the same

And whereas the said Elizabeth Elsworthy Havens duly made and executed her Will dated 1 November 1881 and thereby after bequeathed to her son Robert Havens the sum of £400 devised and bequeathed all her real and personal estate unto and to the use of the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens their heirs, etc

Upon Trust to sell and convert such parts as should not consist of ready money and out of the proceeds of such sale or conversion, and the ready money of which she should be possessed at the time of her death to pay her funeral and testamentary expenses and debts and the said legacy of £400

And to stand possessed of the residue of the same monies upon the trusts by the said Will declared of and concerning the same being trusts where under the Trustees or Trustee for the time being of that her Will were subject to and after satisfaction of certain trusts thereinbefore declared to stand possessed of the aforesaid residuary Trust moneys and the investments for the time being representing the same or (as the case might be) the surplus or balance of the same residuary trust moneys and investments and the annual income thereof in trust for the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of such of her same four sons as should be living at her decease and if more than one in equal shares and the Testatrix empowered such Trustees or Trustee in their or his discretion to suspend postpone or defer the sale or conversion into money of all or any parts of her residuary real or personal estate in her said

Will before devised or bequeathed in trust for sale so long as to such Trustees or Trustee should seem expedient and proper and meaningful to manage the same as therein provided

And the Testatrix authorised any Trustees or Trustee of her Will to purchase at any Auction or from his or their co-Trustees by private contract any part or parts of her trust estate and she appointed the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens Executors of that her Will

And whereas reciting that the said Elizabeth Elsworthy Havens died on 6 April 1885 without having revoked or altered her said Will and the same was duly proved on 4 June 1885 in the Principal Registry by all four Executors therein named

And whereas the said Henrietta Cordelia Havens on 4 November 1882 having duly received all proper payments which became due to her in respect of her said annuity of £50 and having by her Will dated 18 September 1871 and a Codicil thereto dated 27 July 1876 duly appointed the said James Inglis and Charles Theodore Becker Executors thereof who duly proved the same in the Principal Registry on 5 December 1882

And whereas by an Indenture dated 12 November 1886 and made between the said James Inglis and Charles Theodore Becker of the one part and the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the other part after reciting (amongst other deeds) that all interest for the said sum of £2,800 had been paid up to the date of the Indenture now in recital the said James Inglis and Charles Theodore Becker in consideration of the sum of £2,800 paid to them by the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens released such four last mentioned persons, their heirs, etc. and the estate and effects of the said Philip Havens, the Elder and that of Elizabeth Elsworthy Havens and all and singular the hereditaments and premises by the said Will of Philip Havens the Elder charged with the said sum of £2,800 from the payment of such sum and from all interest in respect thereof and from all actions proceedings accounts claims and demands for or in respect of such sum or interest or any part thereof respectively

And whereas by an Indenture dated 18 November 1886 and made between the said John Spankie William Gore Jones and Frederick John Turner of the first part and the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the second part and the said James Inglis of the third part in consideration of all interest on the sum of £1,500 so secured as aforesaid by the said Indenture of Mortgage of 1 April 1874 as well as the said sum of £1,500 itself having been paid to the said John Spankie William Gore Jones and Frederick John Turner by the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens the said John Spankie William Gore Jones and Frederick John Turner conveyed all and singular the hereditaments and premises so assured to them by way of Mortgage as aforesaid unto and to the use of the said James Inglis, his heirs etc. freed and discharged from all moneys and interest secured by and from all claims and demands under the said Indenture of Mortgage of 1 April 1874 Subject as to certain lands called Donyland Heath to such rights of common and manorial rights as aforesaid and as to all the said premises by the Indenture now in recital conveyed Subject to the equity of redemption then subsisting therein under or by virtue of the said Indenture of 2 October 1882

And reciting here an Indenture of further charges dated the 19 November 1886 and made between the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the one part and James Inglis of the other part in consideration of the sum of £500 to the said Edward

John Havens, Harry Havens, Rawdon Havens, and Hugh Havens as such Trustees of the said Will of the said Elizabeth Elsworthy Havens and with the approval of such last mentioned four persons as beneficiaries as aforesaid under such Will paid by the said James Inglis it was declared that all and singular the hereditaments granted and conveyed by the said Indenture of 2 October 1882 should be and remain a security for the said sum of £500 with interest thereon as in the Indenture now in recital

And whereas by an Indenture dated 20 November 1886 and made between the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the first part the said James Inglis of the second part and James Hardy and Thomas George Becker of the third part (after reciting amongst other things that the said James Inglis had agreed to join in the Indenture now in recital for the purpose of postponing his aforesaid security for the said two principal sums of £1,500 and £500 respectively in manner thereafter appearing) in consideration of the sum of £3,800 to the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens as such Trustees and beneficiaries as aforesaid by the said James Hardy and Thomas George Hallum (sic) paid the said James Inglis Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens conveyed unto the said James Hardy and Thomas George Hallum (inter alia) the said hereditaments and premises hereinafter described and intended to be thereby assured to hold the same unto and to the use of the said James Hardy and Thomas George Hallum, their heirs and assigns freed and discharged from the said two sums of £1,500 and £500 respectively and all interest and claims under the said Indenture of 2 October 1882 and the 19 November 1886 but

Subject to a proviso for reconveyance to the said James Inglis, his heirs, etc. or as he or they should direct on payment of the said sum of £3,800 with interest thereon but

Subject to the said two last mentioned Indentures and the equity of redemption subsisting thereunder

And reciting that the said James Inglis duly made and executed his Will dated 6 August 1887 and thereby after making sundry specific devises and bequests gave and bequeathed the residue of his estate and effects unto his brother Thomas Inglis, his heirs, etc. absolutely and the Testator appointed the said Thomas sole executor of that his Will

And reciting that the said James Inglis died on 31 August 1887 without having revoked or altered his said Will which was duly proved on 29 September 1887 in the Principal Registry by the said executor therein named

And reciting that the said Thomas Inglis duly made and executed his Will dated 20 August 1888 and thereby appointed Thomas Drummond Inglis and Frances Violet Lyons executors thereof

And reciting that the said Thomas Inglis died 2 September 1888 without having revoked or altered his said Will which was duly proved on 14 November 1888 in the Principal Registry by both the said executors therein named

And reciting that by an Indenture of Transfer dated 8 May 1893 made between the said Thomas Drummond Inglis and Frances Violet Lyon of the first part the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the second part, Edith Jane Curtis of the third part Francis Randall Symmons and Percy Wilson Symmons of the fourth part the said two sums of £1,500 and £500 respectively so received as aforesaid and the interest to become due for the

same and the said hereditaments and premises comprised in the said Indentures of Mortgage dated 2 October 1882 and 19 November 1886 respectively or so much of such hereditaments or premises as were thereafter expressed to be hereby conveyed were respectively assigned and transferred to the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons in manner in the Indenture now in recital appearing

Subject nevertheless as to the said hereditaments and premises to the equity of redemption then subsisting therein under or by virtue of the said Indentures of 2 October 1882 and 19 November 1886 respectively

And reciting that by an Indenture dated 31 August 1895 and made between the said James Hardy and Thomas George Hallum of the first part the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the second part and the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons of the third part in consideration of the sum of £3,800 and interest paid as therein mentioned the said James Hardy and Thomas George Hallum granted and released unto the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons their heirs and assigns

All and singular the hereditaments and premises comprised or assured by the said Indenture of Mortgage dated 20 November 1886 or which were then by any means vested in the Mortgagees thereunder

Subject to redemption under the same to hold the same unto and to the use of the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons their heirs and assigns freed and discharged from the said sum of £3,800 and the interest thereon and all moneys owing on the security of such last mentioned Indenture and all claims and demands thereunder Subject nevertheless to such equity of redemption as the same premises would if the said last mentioned Indenture had not been executed have been subject under or by virtue of the said two Indentures of 2 October 1882 and 19 November 1886 respectively on payment of the said two sums of £1,500 and £500 respectively and interest thereby secured

And reciting that by an Indenture dated 2 September 1895 and made between the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons of the one part and the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens of the other part in consideration of the sum of £2,000 and interest paid as in the Indenture then in recital mentioned the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons granted and released unto the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens all and singular the hereditaments comprised in or assured by the said Indenture of Transfer of 8 May 1893 of which were then by any means vested in the said Edith Jane Curtis Francis Randolph Symmons and Percy Wilson Symmons under such last mentioned Indenture Subject to redemption as aforesaid to hold the same unto and to the use of the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens their heirs and assigns freed and discharged from the said two principal sums of £1,500 and £500 respectively and the interest thereon and all moneys owing on the security of and from all claims and demands under the said two Indentures of 2 October 1882 and 19 November 1886 respectively or either of them but nevertheless upon the trusts of the said Will of the said Elizabeth Elsworthy Havens affecting the same or such of them as were then subsisting and capable of taking effect

And reciting that the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens for the purchase from them as such Trustees as aforesaid of the Scheduled hereditaments and the inheritance thereof in possession at the price of £7,000

It is witnessed that in pursuance of the said Agreement and in consideration of the sum of £7,000 by the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens (the receipt whereof the said Edward John Havens, Harry Havens, Rawdon Havens, and Hugh Havens did thereby acknowledge) the said several persons parties hereto of the first part in execution and exercise of every trust power or authority in anywise enabling them or any of them in that behalf and as Trustees did thereby convey

Unto the said William Howard

All and singular the hereditaments and premises more particularly described in the Schedule thereto

To hold the said premises thereby granted unto the said William Howard and his heirs To the use of the said Edward John Havens his heirs and assigns

Subject nevertheless as to the said part of such hereditaments and premises called Donyland Heath to all rights of common and other manorial rights affecting the same
In recital whereof the said parties to these presents have therein set their hands and seals

The Schedule above referred to (illegible pencilled note)

Firstly all that capital messuage or tenement called or known by the name of East Donyland Hall [appears to have a faint pencilled line drawn through it?] and **All** that Park wherein the Capital Messuage stands situate by and being in East Donyland aforesaid

And also all that messuage or tenement on the site thereof heretofore called Rowhedge Farm and all and every the lands and grounds thereto belonging or appertaining situate lying and being in East Donyland aforesaid part of which said lands and grounds were sometime since laid down in pasture made into a park or paddock and enclosed with a park pale fence for that purpose

And also all that parcel or piece of land containing by admeasurement Four acres One rood and Thirty two perches or thereabouts situate in East Donyland aforesaid and heretofore part or parcel of a certain farm formerly called or known by the name of Carters which contained by admeasurement Seventeen Acres One Rood and Thirty One perches but long since laid to and now parcel of that part of Donyland Hall farm and lands hereinbefore described (the residue of which said farm called Carters and which formerly contained altogether Seventeen Acres One Rood and Thirty One perches was formerly sold and conveyed or intended so to be to Mr Joseph Yell)

All which said Capital messuage or tenement lands and hereditaments were formerly in the tenure or occupation of William Bruce and Solomon Went their or some one of their undertenants or assigns and containing together by a former admeasurement Two hundred Acres little more or less and are situate lying and being on the North East side of the road leading from the North end of Donyland Heath towards and unto the Parish of Fingringhoe in the said County of Essex

And also All that piece of wasteland of the Manor of East Donyland containing by a former admeasurement Thirty One Acres and One Perch called Donyland Heath and

Secondly

All that wood or parcel of Wood ground commonly called or known by the name of East Donyland Wood

And also

All those two (but now divided into three) pieces or parcels of land lying contiguous to and adjoining the said Wood and which were formerly parcel thereof but which were some years since cleared and were then commonly called or known by the several names of Upper Wood Field and Lower Park Field and now by the names of Upper Wood Field Middle Wood Field and Lower Park Field as the same Wood pieces or parcels of land are situate lying and being in East Donyland aforesaid and were heretofore described as containing together by admeasurement thereof Eighty Seven Acres Three Roods and Two Perches more or less

All which said premises Firstly and Secondly hereinbefore described are more particularly set out on the Plan hereto annexed and therein surrounded with a red boundary line and together with the quantities according to the Ordnance Survey and the names of the several Occupiers are more particularly described as follows that is to say: [see images below]

Transcribed by Pat Marsden, March 2019



The Schedule
(And Signatures to the Indenture)

Tenant	Description	No on plan and on 25 in. Ordnance Sheet.	Ordnance Quantities Acres
P. Harris.	Lanyard in North East Corner of No 104	pt 104 about.	.350.
Same	Right of Mooring Yachts along shore of No 136	No 136	
R. Daniell	Spring Field	pt 99 about.	4.000
E. Chopping	Mill Field	161.	4.401.
J. Rodgers	Heath Cottage close to and due south of Pond No 87	pt 87 about.	.200.
J. Richer.	Upper Wood Cottage	118.	.206.
Ernell	Lower Wood Cottage	140.	.140.
<u>In hand</u>	Donyland Wood	144.	61.500
	Pond	87.	.097.
	Pond	88.	.241.
	Heath	pt 89 all	29.766.
	Road	90.	5.068.
	Wood	93.	1.336.
	Woodfields	119.	12.668
	Arable	147.	9.669
		146.	5.853.
		Acres	126.198
<u>A. Robinson</u>	Donyland Hall	91.	14.233.
	Wood &c	92.	2.441.
	Arable	94.	15.083.
	do	95.	11.564.
	do	96.	12.902.
	Road	97.	.525.
	Arable	98.	19.453.
	Wood	103.	2.561.
	Arable	pt 104 all	9.193.
	Saltings	136.	2.954.
	do	137.	5.687.
	Pasture &c	135.	14.433.
	Houses Gardens &c	135a	.183.
	Carried forward	A	111.212.

Tenant	Description	Ordinance No.	Area
<u>A. Robinson (continues)</u>	Brought Forward	A.	111.212.
	Arable &c	133.	25.325.
	Brickyard	132.	2.854.
	Pasture and trees	131.	3.451.
	Ponds	131a.	.205.
	Ornamental Ground	130.	.664.
	House Gardens and do	129.	2.736.
	House and do	128.	1.094.
	Pond	127.	.649.
	Ornamental Ground	126.	1.920.
	Pond	125.	.214.
	Ornamental Ground &c	124.	2.215.
	Ornamental Ground	123.	11.297.
	Arable	159.	9.892.
	Pond	159a.	.175.
	Tough pasture	162.	2.703.
	Pasture &c	160.	7.833.
		Trees	184.442

Signed sealed and delivered
by the above named Edward
John Havens in the presence of

George Ellison
Clerk
Witness

Signed sealed and delivered
by the above named Harry
Havens in the presence of

George Ellison
Clerk
Witness

Signed sealed and delivered
by the above named Ransom
Havens in the presence of

William Thomas Wittolius
Lefora Shaktibudde

Signed sealed and delivered
by the above named Hugh Havens
in the presence of

John B. ...
Clerk. Shipping

E. J. Havens

Harry Havens.

Ransom Havens

Hugh Havens

