

(110)

Dated January 29th 1918

Walter de Minton Esq^r
and others.

to

Mrs. Eliza Matthews.

Witness

of "Heald's Marriage and
lands known as "High Park"
or "Beds" farms situate in the parish
of Burygreen in the County of Durham.



This Indenture

SHAW & SONS,
Law Stationers &c
FETTER LANE,
LONDON, E.C.

made the twenty ninth day of January
one thousand nine hundred and four
Between Henry Bonham

Barter of Number 11 Lombard Street in the City of London Esquire Beaumont
William Lubbock of Number 15 Lombard Street aforesaid Esquire and
John James Hamilton of Number 11 Lombard Street aforesaid Esquire
(hereinafter called 'the said Guardian Life Fund Trustees') of the first part
Walter de Winton of Macollweh Castle in the County of Radnor Esquire of the
second part The Honourable Edward Hollo Douglas-Pennant of
Holebrook Lodge Towcester in the County of Northampton and Wilfred George
Marshall of Aldershot in the County of Hants a Major in His Majesty's
Grenadier Guards (hereinafter called 'the said Settlement Trustees') of the third part
The Guardian Assurance Company Limited (hereinafter called 'the said
Assurance Company') of the fourth part and Eliza Watkins of Bryncannon
in the parish of Bryngwyn in the County of Radnor Widow (hereinafter called 'the
Purchaser') of the fifth part

Copy

Whereas the said Walter de Winton is the tenant
for life in possession of the hereditaments hereinafter described and intended to be hereby
conveyed (with other hereditaments of much greater value being part of the Macollweh Estate
with divers remainders over under the Indenture of Settlement dated the twenty second day
of April one thousand eight hundred and ninety two and made between the said Walter
de Winton of the first part Hilda Terese Jane Marshall of the second part and Sir Francis
Walter de Winton and Gordon barter of the third part made on the marriage of the said
Walter de Winton with the said Hilda Terese Jane Marshall Subject as follows. viz.
(1.) To certain Mortgage and Further Charges upon the fee simple in possession of
the same hereditaments for the respective sums of ~~Twenty five thousand pounds~~
~~(Balance of the sum of One hundred thousand pounds)~~ ~~the thousand pounds~~ ~~the~~
~~thousand pounds and Eight hundred pounds~~ thereon respectively secured
by the several Indentures of Mortgage Further Charge and Transfer of Mortgage
comprised in the first part of the second Schedule hereto and which are now vested in
the Guardian Life Fund Trustees and on which the total principal sum of One
hundred and ~~one thousand five hundred and fifty pounds~~ ~~one thousand~~
~~five hundred and fifty pounds~~ now remains owing and (2.) To a Mortgage
and Further Charge to the said Assurance Company on the life estate of the
said Walter de Winton in the same hereditaments for the respective ~~sums~~
~~of the thousand pounds and the thousand pounds~~ ~~the thousand pounds~~
thereon respectively secured by the Indentures comprised in the second part of
the said second Schedule and which sums with the ~~current~~ ~~sums~~ ~~now~~
~~interest~~ ^{thereon} remain owing And Whereas the said Settlement Trustees are
the present Trustees of the said Indenture of Settlement for the purposes of
the Settled Land Acts 1882 to 1890. And Whereas the said

Walter de Winton with the consent of the said Guardian Life Fund Trustees and the said Assurance Company and as tenant for life in possession under the said Indenture of Settlement lately contracted and agreed with John Watkins for the absolute sale to him of the said ~~land~~ hereinafter described and intended to be hereby conveyed and the inheritance thereof in fee simple in possession free from incumbrances for the sum of ~~£100~~ ~~£100~~ ~~£100~~ And Whereas upon the treaty for the said sale it was agreed that the said sum of ~~£100~~ ~~£100~~ ~~£100~~ should by the direction and with the consent of the said Settlement Trustees and of the said Assurance Company be paid to the said Guardian Life Fund Trustees in further reduction and part payment of their said mortgage debt of ~~£100~~ ~~£100~~ ~~£100~~ and it was further agreed that the said Walter de Winton should enter into the covenant on his part hereinafter contained And Whereas the said John Watkins died on the seventh day of October one thousand nine hundred and three intestate having then only paid Fourteen pounds ten shilling as a Deposit and in part payment of the said purchase money And Whereas on the seventeenth day of December ~~1903~~ ~~1903~~ ~~1903~~ hundred and three Letters of Administration of the estate and effects of the said John Watkins deceased were granted to the Purchaser out of the Hereford District Probate Registry of the High Court of Justice And Whereas the said Walter de Winton has required the purchaser to complete the said contract to purchase Now this Indenture Witnesseth that in pursuance of the said agreement and in consideration of the sum of ~~£100~~ ~~£100~~ ~~£100~~ to the said Guardian Life Fund Trustees by the direction and with the consent of the said Walter de Winton the said Settlement Trustees and the said Assurance Company (certified by their respectively being parties to and executing these presents) paid as to the said debt of ~~£100~~ ~~£100~~ ~~£100~~ thereof by the said John Watkins (since deceased) and as to the ~~£100~~ ~~£100~~ ~~£100~~ the balance thereof by the Purchaser on or before the execution of these presents (the receipt of which said sum of ~~£100~~ ~~£100~~ ~~£100~~ ~~£100~~ ~~£100~~ ~~£100~~ ~~£100~~ making together the said purchase money of one hundred and forty five pounds the said Guardian Life Fund Trustees and the payment whereof the said Walter de Winton the said Settlement Trustees and the said Assurance Company do hereby respectively acknowledge) The said Guardian Life Fund Trustees as Mortgages and by the direction of the said Walter de Winton as beneficial owner do hereby convey And the said Walter de Winton as beneficial owner and in exercise of the power for this purpose conferred by the Settled Land Act 1882 and of every other power enabling him but with the consent of the said Assurance Company

(certified as aforesaid) doth hereby convey and confirm and the said Assurance
Company according to their estate and interest in the premises by the direction
of the said Walter de Winton as beneficial owner do hereby convey and release
unto the Purchaser in fee simple **And** singular the Messuage Farm Land
and hereditaments comprised and described in the first Schedule hereto
To hold the same unto and to the use of the Purchaser in fee simple
subject to the existing tenancy therein but **Freed and discharged**
from each and all of the said principal sums of ~~£1000~~ ~~£1000~~ ~~£1000~~
~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~
~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~ ~~£1000~~
thereon respectively and
also from a certain yearly rent ~~£1000~~ ~~£1000~~ lately charged thereon to
Frances Jane Hill and all claims and demands on account thereof respectively and also
freed and discharged from all the limitations powers and provisions of the herebefore
recited Indenture of Settlement of the twenty second day of April ~~1880~~ ~~1880~~
~~1880~~ ~~1880~~ and from all estates interests and charges subsisting or to arise
thereunder **Provided always** that as respects the reversion or remainder
equivalent on the life estate of the said Walter de Winton in the ^{said} premises and the title to
and further assurance of the premises after his death the covenants by the said Walter de
Winton which are implied by law by reason of his being expressed to convey as
beneficial owner shall not extend to the acts or defaults of any person or persons other
than or besides himself and his own heirs and persons claiming through or in trust
for him them or any of them **And** the said Guardian Life Fund Trustees as to
the Deeds specified in the first part of the second Schedule hereto do and the said
Assurance Company as to the Deeds specified in the said second part of the same
Schedule do and the said Walter de Winton as to the Deeds specified in the third
part of the same Schedule doth hereby acknowledge the rights of the Purchaser
to production of the said deeds respectively and to delivery of copies thereof and the
said Walter de Winton hereby undertakes for the safe custody of the said deeds
specified in the said third part of the said second Schedule **And** the said Walter
de Winton doth hereby covenant with the Purchaser that he the said Walter de
Winton will if and when the same shall become payable duly account for and
pay to the proper Authorities all estate or other duties (if any) in respect of
the said hereditaments hereby conveyed which shall become payable on the
death of the said Frances Jane Hill and the censor of her said yearly rent
charge and will keep the Purchaser his executors administrators and assigns
and the estate of the said John Watkins deceased his heirs executors administrators
and assigns and their estate and effects and the said hereditaments hereby
conveyed exonerated herefrom and from all costs damages expenses claims and
demands in respect thereof **In Witness** whereof the common Seal of
the Guardian Assurance Company Limited has been hereunto affixed

and these presents have been signed by The Hon^{ble} Evelyn Hubbard a Director and by the said Henry Bouham Carter one of the Life Fund Trustees of the said Company pursuant to the provisions of The Guardian Assurance Company's Act 1866 and 1893 for the execution of these presents by the parties hereto of the first part the Common Seal of the Guardian Assurance Company Limited has been also hereunto affixed and these presents have been signed by The Hon^{ble} Evelyn Hubbard and Robert Lewin Hunter two of the Directors of the said Company for the execution of these presents by the said Company and the parties hereto of the second third and fifth parts have hereunto set their hands and seals the day and year first above written.

The First Schedule hereinafore referred to.

That Messuage or cottage with the outbuildings and three pieces or parcels of land known as "High Park or Peds Farms" situate adjoining Brynquyn Hill in the parish of Brynquyn in the county of Radnor containing altogether Three acres three roods and thirty three perches or thereabouts and now in the occupation of the Purchaser and whereof the following are the particulars.

Number on Ordnance Survey Map.	State.	Quantity Acres.
666	Grass	1.137
706	Grass	1.223
707	cottage Buildings &c	.207
709	Grass	1.189
	Total Acres.	3.956.

Together with the right of common on the aforesaid Brynquyn Hill thereunto appertaining or belonging.

The Second Schedule hereinafore referred to
First part.

1st May 1863. Indenture between Walter de Winton (since deceased) of the first part William Richard Stretton and Julia Cecilia Stretton his wife of the second part the said William Richard Stretton of the third part Richard Robinson Francis Walter de Winton Thomas James and Lorenz Augustus Henfrey of the fourth part and the Right Honourable William Frederic Baron Stratheden and Campbell The Right Honourable Frederic Baron Glemfords the Right Honourable Charles Brodrick ^{Viscount} Middleton and the Right Honourable Sir George James Turner of the fifth part.

22nd February 1865. Indenture between the said Walter de Winton (since deceased) of the first part the said William Frederic Baron Stratheden and Campbell the said Frederic Baron Glemfords and Sir George James Turner of the second part the said Frederic Baron Glemfords the said Sir George James Turner

John Goble Blake and Gathorne Hardy of the third part.

31st December 1889. - Indenture between the said Walter de Winton (party hereto) of the one part and Walter Fowler of the other part.

12th March 1890. Indenture between the Honourable Erskine Gathorne Hardy Emma Robert Turner and William Frederic Higgins of the one part Edward George Augusta Harcourt Moore Robert Seymour Bridges and Edwin Waterhouse of the other part.

17th March 1890. - Indenture between the said Walter de Winton (party hereto) of the one part and the said Edward George Augusta Harcourt Moore Robert Seymour Bridges and Edwin Waterhouse of the other part.

17th March 1893. - Indenture between the said Edward George Augustus Harcourt Moore Robert Seymour Bridges and Edwin Waterhouse of the first part the said Walter de Winton of the second part the said Henry Bonham Carter Beaumont William Lubbock John Biddulph Martin and John James Hamilton of the third part.

17th March 1893. - Indenture between the said Walter de Winton of the first part the said Francis Walter de Winton and Gordon Carter of the second part Emily Evelynian de Winton of the third part the said Francis Jessie Hill of the fourth part the said Francis Walter de Winton of the fifth part Geraldine Harriet Frances de Winton of the sixth part and the said Henry Bonham Carter Beaumont William Lubbock John Biddulph Martin and John James Hamilton of the seventh part.

Second Part.

23rd July 1895. - Indenture both between the said Walter de Winton of 14th December 1895. - the one part and the said Assurance Company of the other part.

Third Part.

18th June 1867. - Indenture between the said Walter de Winton (since deceased) of the first part Francis Jessie Talbot of the second part The Honourable Charles John Talbot commonly called Viscount Ingham and the said William Richard Jackson of the third part Hugo Francis Meynell Ingram and Henry Talbot of the fourth part and Robert William Hand and George Lewis Parkin of the fifth part.

24th August 1878. Indenture (entered in last mentioned Indenture) between the right Honourable Anna Theresa Countess of Shrewsbury of the first part the said Francis Jessie de Winton of the second part the said Henry Talbot of the third part the said George Lewis Parkin of the fourth part the said Francis Walter de Winton and Perry Lloyd of the fifth part the Honourable Wellington Patrick Manners ^{Talbot} Viscount of the sixth part and the Honourable Arthur Mallet of the seventh part.

10th February 1881. Indenture between the said Perry Lloyd of the first

part the said Francis Walter de Winton of the second part and the Honourable Richard Geoffrey Blegg Hill of the third part.

22nd April 1892. The heretofore mentioned Indenture of Settlement.

31st October 1895. Indenture made between the said Francis Blegg Hill of the first part the said Emily Ince of the second part the said Francis Walter de Winton of the third part and the said Walter de Winton of the fourth part.

18th September 1903. Statutory Declaration of the said Percy Lloyd.

21st September 1903. Statutory Declaration of Edward Henry Mortimer Luckock.

Signed sealed and delivered by the above named Walter de Winton in the presence of

John Turner
Mrs Winton Castle Glasbury

Evelyn Hubbard
a Director of the Guardian Assurance Company Limited

Henry Hubbard
a Trustee of the Life Fund of the Guardian Assurance Company Limited



Sealed with the Common Seal of the Guardian Assurance Company Limited and signed by the Hon^{ble} Evelyn Hubbard a Director of the said Company and by the said Henry Hubbard Carter one of the Life Fund Trustees of the said Company in the presence of

Signed sealed and delivered by the above named Edward Holto Douglas Pennant in the presence of

Walter de Winton

Arthur Lawrence Butler Edward Holto Douglas Pennant
Sholebrook Lodge, Worcester.

Walter de Winton
Major



Signed sealed and delivered by the above named Welfrad George Howard Marshall in the presence of

W. Hunter
J. S. ...
Line ...

Sealed with the Common Seal of the Guardian Assurance Company Limited and signed by the Hon^{ble} Evelyn Hubbard and Robert Lewis Hunter two of the Directors of the said Company in the presence of

Evelyn Hubbard
Robert Lewis Hunter

Welfrad George Howard Marshall
Ass. Secy.

