

Lot 14

1900

**Abstract of the Title**

OF THE

Titles of the Will of M<sup>r</sup>  
Thomas Walter Great deceased  
and of M<sup>r</sup> Thomas Walter Great  
and M<sup>r</sup> M<sup>r</sup> A. Cox to two  
Messuages Cottages and other  
Appurtenances situate in  
the County of Worcester.

3

Regd Cox & Son  
Buckham

# Abstract of the Title

OF THE

Trustees of the Will of M<sup>r</sup> Thomas  
Walter Green deceased and M<sup>r</sup> Thomas  
Walter Green and Mrs. M. A. Cox to  
two Messuages Cottages and other hereditals at  
Quasey in the County of Worcester.

27<sup>th</sup> October 1877

By Indenture of this date made between Alfred Berrington of  
22 Lake Street Chicago in the United States of America Hotel Keeper  
but then temporarily residing in Evesham in the County of Worcester  
of the one part and Thomas Walter Green of Evesham aforesaid in  
his own right

Stamp 7/6.

Original produced  
at Act. Esq. Justice's  
Office, Evesham,  
July 1883.

Reciting that by an Indenture dated 29<sup>th</sup> Sept 1877 and  
made between John Redgrave and Esther Redgrave of the first  
part John Bleaker of the 2<sup>nd</sup> part said A. Berrington of the  
3<sup>rd</sup> part and George Henry Howard of 4<sup>th</sup> part for the  
valuable consideration therein mentioned the Messuage Cottage Blacksmith  
Shop and other hereditaments therein after described and intended  
to be thereby appointed granted & released were granted released  
conveyed and confirmed unto said A. Berrington and his  
heirs to such uses upon such trusts and for such ends intents  
and purposes as said A. Berrington should by any deed or  
writing with or without power or revocation & new appointment  
from time to time direct limit or appoint And in default of  
such direction limitation or appointment and so far as the same  
if incomplete should not extend to the use of the said A. Berrington  
and his assigns during his life without impeachment of waste  
with remainder to the use of the s<sup>d</sup> G. Howard his executors  
& administrators during the life of & in trust for the said A.  
Berrington & his assigns with remainder to the use of the said  
A. Berrington his heirs & assigns for ever.

And reciting that said A. Berrington had through the  
medium of a Sale by Public Auction contracted & agreed with the said  
G. H. Green for the absolute sale to him of said Messuage Cottage

Blacksmiths Shop & other hereditaments and the pt simple  
& release thereof in possession free from incumbrances at  
the price of £160

It was by abstracting Indenture Witnessed that in  
consideration of £160 to the said A. Bermington paid by S. W. Green  
(part actued)

The said A. Bermington in exercise of the aforesaid power given  
to him by the said recited Indenture & of every other power making  
him in that behalf Dtd by abstracting deed direct limit and  
appoint that

All and singular the said messuages  
Cottage Blacksmiths Shop and other heredit  
with their appurts hereinafter described and  
intended to be thereby granted and released.

Should thenceforth go remain and be

To the use of the said S. W. Green his heirs & assigns  
for ever.

It was by abstracting Indenture full Witnessed  
that in further pursuance to & for the reason aforesaid

The said A. Bermington Dtd by abstracting presents grant  
release and confirm unto the said S. W. Green & his heirs

All that messuage or Tenement with the  
Blacksmiths Shop and premises thereto belonging  
situate in Baking in the County of Worcester then  
late in the occupation of Mary Oldaker afterwards  
of John Laurence Simpson late of David Toncher  
& then void.

And also All that Cottage or Tenement  
with the land and appurts thereto belonging  
situate adjoining the heres therein described  
at Baking aforesaid formerly in the occupation  
of Giles Tattins afterwards of Oliver Rogers &  
then void

And all other of any the heres of Baking  
aforesaid comprised in the therein recited Indenture  
together with all houses &c.

And all the Estate &  
to hold the same unto s<sup>r</sup> T. W. Green & his heirs  
to the use of said T. W. Green his heirs & assigns  
for ever.

Declaration in favor of Green  
Covenant by said A. Beverington unto said T. W. Green  
that he had good right to convey  
For quiet enjoyment.  
Free from incumbrances.  
For further assurance.

Executed by both parties & attested  
Receipt for certain money endorsed signed &  
returned

20th June 1884 By his Will of this date s<sup>r</sup> Thomas Walter Green  
Bequeathed to his wife Ann Green an Annuity of £50 for  
the term of her life to be payable to her in half yearly  
portions the first of such portions to be paid at the end of  
6 calendar months from his decease  
And Testator subjected charges and made chargeable  
All his Real & personal Estate with payment  
of same.

And Testator  
gave devised and bequeathed to his Son Thomas Walter Green  
& his daughter Mary Ann Lee the wife of Frederick Lee  
Respectively not the subject of this abstract.

And  
All the rest & residue of his real & personal  
Estate & effects whatsoever & whosoever subject  
to payment of the said annuity

Testator gave devised & bequeathed  
unto his son & daughter in equal shares as tenants  
in common

And Testator appointed his Son s<sup>r</sup> Thomas Walter Green and  
his Son in law the said Frederick Lee Executors of his said  
will

Probate produced  
in Sep<sup>r</sup> 1882  
July 1882

Signed by the s<sup>r</sup> Testator & attested by two  
Witnesses

31<sup>st</sup> March 1885

The s<sup>r</sup> J. W. Green the Testator died

22<sup>nd</sup> August 1885

Will proved in the District Probate Registry of the late Majesty's  
High Court of Justice at Worcester by s<sup>r</sup> J. W. Green & F. Cox the Executors  
therein named.

Probate produced  
as before  
July 1902.

As to mortgage of her half share in the property the subject  
of this abstract by M<sup>rs</sup> Mary Ann Cox

13<sup>th</sup> September 1898 By Indenture of Statutory mortgage of this date made between the said

Stamp 1/3.  
Original produced  
as before.  
July 1902

Mary Ann Cox therein described as the wife of Frederick Cox of Cambria Road  
in the Borough of Gresham in the County of Worcester (Groom of the one part and  
Albert William Byrch and Thomas Cox both of the Borough of Gresham aforesaid  
Solicitors and Co-partners of the other part

Reciting the heretofore abstracted Will of the said Thomas Walter -  
Green deceased

It was By The Now Abstracting Indenture Witnessed that in consideration  
of £50 paid to the said M<sup>rs</sup> Cox by the said A. W. Byrch and J. Cox out  
of monies belonging to them on a joint account (receipt acknowledged)

The said M<sup>rs</sup> Cox as Mortgagor and as beneficial owner thereby conveyed  
to the said A. W. Byrch and J. Cox

All that the one half part or share of her the  
said M<sup>rs</sup> Cox under the said recited Will of the said  
J. W. Green deceased of and in all and singular the  
hereditaments and property comprised in and described  
by the Schedule thereto and of and in the proceeds  
thereof and of and in all other if any the Real and  
Personal Estate of the said J. W. Green deceased and  
the proceeds thereof and the investments representing  
the same

To hold as to the hereditaments comprised in the second part of the  
Schedule thereto (which included the property the subject of this abstract)

Unto and to the use of the said A. W. Byrch and J. Cox  
in fee simple for securing payment on the 13<sup>th</sup> March 1899  
of the principal sum of £50 as the Mortgage money with  
interest thereon at the rate of 5% per annum

The Schedule thereinbefore referred to

(First part)

Property, <sup>not</sup> the subject of this abstract

(Second part) inter alia.

The Property the subject of this Abstract  
executed by the said M a Cox and attested

10<sup>th</sup> February 1899 By Indenture of this date made between the said Mary Ann Cox of the  
one part and the said Albert William Byrch and Thomas Cox of the other part  
supplemental to the last abstracted Indenture

Stamp 2/6

Original produced  
as before  
July 1902

Reciting that said £50 secured by last abstracted Indenture remained  
owing but all interest for the same had been paid up to date of these  
presente

And Reciting agreement for further loan of £90

It was By Abstracting Indenture Witnessed that in consideration of  
£90 paid to said M a Cox by said A W Byrch and T Cox out of monies  
belonging to them on a joint account (receipt acknowledged)

Covenant by said M a Cox with said A W Byrch and T Cox that she  
would on 10<sup>th</sup> August next pay to said A W Byrch and T Cox £90 with interest  
for the same in the meantime at the rate of 5% per annum and for payment  
of interest at same rate thereafter half yearly

It was by Abstracting Indenture also Witnessed that for the  
consideration aforesaid

The said M a Cox as beneficial owner thereby further charged her said  
share and the said hereditaments and premises comprised in the before  
abstracted Indenture of the 13<sup>th</sup> September 1895 and thereby mortgaged  
with the payment of the said sum of £90 and interest as well the  
said sum of £50 interest secured by the before abstracted Indenture  
making a total aggregate principal sum of £140

Executed by the said M a Cox and attested

26<sup>th</sup> April 1900 By Indenture of this date made between the said Mary Ann Cox of  
the one part and the said Albert William Byrch and Thomas Cox (hereinafter  
called the Mortgagees) of the other part supplemental to the before abstracted  
Indentures of the 13<sup>th</sup> September 1895 and the 10<sup>th</sup> February 1899 and also to  
an Equitable Charge dated 11<sup>th</sup> August 1899 by the said M a Cox of the said  
share and property for securing payment to the Mortgagees of the further sum of  
£10 interest

Stamp 1/3

Original produced  
as before  
July 1902

Reciting that the said sums of £50 £90 & £10 making £150 remained owing to the Mortgagees on the security of the before abstracted Indentures and Charge but all interest thereon had been paid to the date of these presents

And reciting agreement for further loan of £30

It was By Abstracting Indenture Witnessed that in consideration of £30 paid by the Mortgagees out of monies belonging to them on a joint account to the said M. A. Cox (receipt acknowledged)

Covenant by the said M. A. Cox with the Mortgagees for payment of £30 on 26<sup>th</sup> October then next with interest at the rate of 5% per annum and for payment of interest thereafter half yearly

It was By The Now Abstracting Indenture Further Witnessed that in consideration of the premises

The said M. A. Cox covenanted with the Mortgagees and as beneficial owner declared that

all and singular the share hereditaments and premises comprised in the before abstracted Indentures and Charge of 13<sup>th</sup> September 1895 10<sup>th</sup> February 1899 and 2<sup>nd</sup> August 1899 and thereby respectively mortgaged

Should be a security for and charged with the payment to the Mortgagees of as well the said sums of £50 £90 and £10 making a total sum of £150 and interest as the said sum of £30 with interest according to the foregoing covenant and making a total aggregate principal sum of £180

It was By The Abstracting Indenture also Witnessed that for the consideration aforesaid

The said M. A. Cox as beneficial owner thereby conveyed and assigned unto the Mortgagees

a Policy of Assurance not the subject of this Abstract

Usual Proviso for redemption on payment of £150 and interest  
Other usual mortgage provisions

Executed by the said M. A. Cox attested

March 1901 £30 paid off principal sum

11<sup>th</sup> December 1901 By Indenture of this date (endorsed on the before abstracted

Stamp of  
Original produced  
as before  
July 1902

(2)  
(18)



Indenture of the 26<sup>th</sup> day of April 1900) and made between the said Albert  
Meliam Byrch and Thomas Cox of the one part and the said Thomas Cox  
of the other part

Reciting that said principal sum before mentioned were still  
owing to said A. W. Byrch & J. Cox with an arrear of interest  
And Reciting agreement for transfer to said J. Cox from said  
A. W. Byrch & J. Cox

It was by abstracting Indenture Witnessed that in consideration  
of £150 to the said A. W. Byrch & J. Cox then paid by the said J. Cox (receipt  
acknowledged)

The said A. W. Byrch & J. Cox as Mortgages thereby assigned unto  
the said J. Cox

The said principal sums secured by the before  
abstracted Indentures of Mortgage and further charges  
and Equitable charges all interest thereon

To Hold the same

Unto the said Thomas Cox absolutely

It was by the abstracting Indenture also Witnessed that for the  
consideration aforesaid

The said A. W. Byrch and J. Cox as Mortgages thereby conveyed  
unto the said J. Cox

All the share of the said M. A. Cox under the  
Will of the said J. W. Green deceased and all other  
the hereditaments and premises comprised in the  
said Indenture of the 15<sup>th</sup> September 1898

To Hold as to the hereditaments the subject of this abstract

Unto and to the use of the said J. Cox in fee simple -  
subject to such right or equity of redemption as was then  
subsisting thereon

Executed by both parties aforesaid

(S)  
(A)

As to the whole of the Property

2<sup>nd</sup> August 1702

Stamp. £. 7. 6  
Originals produced  
as before.  
July 1702

By Indenture of this date made between said Ann Green (widow of  
Testator Thomas Walter Green deceased) of the 1<sup>st</sup> part said Thomas Walter Green  
of the 2<sup>nd</sup> part said Henry Cook her of the 3<sup>rd</sup> part and said Thomas Walter  
Green and Frederick her of the 4<sup>th</sup> part:

Reciting the heretofore abstracted Will of the said Thomas Walter  
Green deceased his death and Proof of his said Will his seizure of the  
property the subject of his said Will at the time of his death in full simple  
possession free from encumbrances and that the pecuniary Legacies and  
Dobts in Trade and good Will given by the said Will had been long  
since respectively paid and received and possession of the said Testator's  
Marriage and premises had long since been received by the said  
Mrs Green party party heretofore called Thomas Walter Green the Son

And reciting that it had been agreed between the parties thereto  
that abstracting presents should be entered into for the purpose of  
winning up as far as might be the Trust of the Will and Estate of  
the said Testator and that the said Ann Green should release the  
Hereditaments described in the first and second Schedules hereunder  
written and other the Real and Personal Estate of the said Testator and  
the other party thereto and their Heirs and Effects from her said  
annuity of £50 and all other payments in account thereof for the  
Transactions hereinafter appearing

It was by the abstracting Indenture Witnessed that in pursuance  
of said Agreement and in satisfaction of the sum of £174 then paid by the  
said £50 Ann the Son and £24 her in equal shares of £87 each and as  
to the said £24 her out of annuity belonging to her separate Estate to the said  
Ann Green receipt acknowledged and also in consideration of the provisions  
of abstracting presents as to the Hereditaments contained in the 1<sup>st</sup> and 2<sup>nd</sup>  
Schedules hereunder written hereinafter contained

That the said Ann Green did by abstracting presents thereby  
absolutely and irrevocably remise release quit claim and give over  
discharge

All and singular the Messuages Cottages Lands and  
other Hereditaments mentioned and comprised in  
the 1<sup>st</sup> and 2<sup>nd</sup> Schedules hereunder written

And also all other the Real and personal Estate of the  
said Deceased and the said J. W. Green the Son and M.  
A. Bee and the said J. W. Green the Son and J. Bee  
as the said Executors of the said Will and each of them  
and the Real and Personal Estate of each and every  
of them

Of and from the said Sum of £50 so given and bequeathed  
to her by the said Will as aforesaid and of and from all payments  
in respect thereof whether then due or to become due and of and from  
all liability to contribute thereto and from all claims and demands in  
respect thereof whether present or future

And it was thereby declared and agreed by and between the parties in  
shew that as and from the date of abstracting presents and thereafter during  
the term of her natural life the said Ann Green should be entitled to use and  
occupy the said Messuages and Tenements described in the Second Schedule  
not the subject of this abstract.

The first Schedule above referred

First part

Property belonging to the said J. W. Green the Son and M. A. Bee in equal shares  
Inter alia The tenements or abstracted premises situate at Badsby in the  
County of Northampton then in the occupation partly of William Keyte and  
partly void

Second part

Property not the subject of this abstract

The Second Schedule above referred to

Property not the subject of this abstract