

1892

*Reddy*

A B S T R A C T of the T I T L E  
OF THE  
HEPPIE ASSURANCE COMPANY LIMITED  
to two Messuages Cottages and other  
hereditaments at Badsey in the  
County of Worcester.

-----

*Reddy  
Aug 18/92*

William P. Green,  
Worcester.

*Handwritten notes on the reverse side of the paper, including the name 'Reddy' and a date 'Aug 18/92'.*



ABSTRACT of the TITLE  
OF THE

REFUGE ASSURANCE COMPANY LIMITED to two messuages cottages and other hereditaments at Badsey in the County of Worcester.

Stamp 17/6  
Original produced and examined at the Office of the R. Genl. of Exch. Street Manchester Solr. to the Refuge Assurance Co. Ltd. Aug 27/09

27th 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 and Thomas Walter Green of Evesham aforesaid Confectioner. *of the other part*

RECITING that by an Indenture dated 29th September 1877 and made between John Redgrave and Elisha Redgrave of the first part John Oldaker of the second part said A. Berrington of the third part and George Henry Garrard of fourth part for the valuable consideration therein mentioned the Messuage Cottage Blacksmiths Shop and other hereditaments therein after described and intended to be thereby appointed granted and 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 and 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 said G. H. Garrard his Executors and Administrators during the life of and in trust for the said A. Berrington and his assigns with remainder to the use of the said A. Berrington his heirs and assigns for ever

AND RECITING that the said A. Berrington had through the Medium of a Sale by Public Auction contracted and agreed with the said T. W. Green for the absolute sale to him of said Messuage Cottage Blacksmiths Shop and other hereditaments and the fee simple and inheritance 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. Berrington paid by said T. W. Green (receipt acknowledged).

THE SAID A. Berrington in exercise of the aforesaid power given to him by thereinbefore recited Indenture and of every other power enabling him in that behalf Did by abstracting deed direct limit and appoint that

ALL AND SINGULAR the said Messuage Cottage Blacksmiths Shop and other hereditaments with their appurtenances therein after described and intended to be thereby granted and released

SHOULD thenceforth go remain and be

TO the use of the said T. W. Green his heirs and assigns for ever

IT WAS BY ABSTRACTING INDENTURE FURTHER WITNESSED that in further pursuance &c. and for the consideration aforesaid

He said A. Berrington Did by abstracting presents grant release and confirm unto the said T. W. Green and his heirs

ALL that Messuage or Tenement with the Blacksmiths Shop and premises thereto belonging situate in Badsey in the County of Worcester then late in the occupation of Mary Oldaker afterwards of John Cornelius Simpson late of David Walker and then void

AND ALSO ALL THAT Cottage or Tenement with the land and appurtenances



thereto belonging situate adjoining the hereditaments thereinbefore described at Badesy aforesaid formerly in the occupation of Giles Dobbins afterwards of Oliver Rogers and then void.

AND ALL other if any the hereditaments at Badesy aforesaid comprised in the thereinbefore recited Indenture

TOGETHER with all houses &c

AND all the Estate &c

TO HOLD the same unto said T. W. Green & his heirs

TO THE USE of said T. W. Green his heirs and assigns for ever

DECLARATION in bar of Dower

COVENANT by said A. Berrington with said T. W. Green

THAT he had good right to convey

FOR quiet enjoyment

FREE from incumbrances

FOR FURTHER assurance

EXECUTED by both parties and attested

RECEIPT for consideration money endorsed signed and witnessed

20th June 1864 By his Will of this date said 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 charged and made chargeable

ALL HIS REAL and personal Estate with payment of same

AND Testator

GAVE DEVISED AND BEQUEATHED to his Son Thomas Walter Green and his Daughter Mary Ann Cox the of Frederick Cox

PROPERTY not the subject of this Abstract

AND

ALL THE REST and residue of his real and personal estate and effects whatsoever and wheresoever subject to payment of the said Annuity

TESTATOR gave devised and bequeathed

UNTO his Son and daughter in equal shares as tenants in common

AND TESTATOR appointed his Son said Thomas Walter Green and his Son in Law the said Frederick Cox Executors of his said Will

SIGNED by the said Testator and attested by two witnesses.

31st March 1866 The said T. W. Green the Testator died

22nd August 1866 Will proved in the District Probate Registry of Her Late Majesty's High Court of Justice at Worcester by said T. W. Green and F. Cox the Executors therein named

AS TO MORTGAGE of her half share in the property the subject of this Abstract by Mrs Mary Ann Cox.



15th September 1898 BY INDENTURE of Statutory Mortgage of this date made between the said Mary Ann Cox therein described as the Wife of Frederick Cox of Gushia Road in the Borough of Evesham in the County of Worcester Grocer of the one part and Albert William Byrch and Thomas Cox both of the Borough of Evesham aforesaid Solicitors and Co-partners of the other part.

RECITING the heretofore abstracted Will of the said T. W. Green deceased

IT WAS BY THE NOW ABSTRACTING INDENTURE WITNESSED that in consideration of £50 paid to the said M.A. Cox by the said A. W. Byrch and T. Cox out of moneys belonging to them on a joint account (receipt acknowledged)

THE SAID M. A. Cox as Mortgagor and as beneficial Owner thereby conveyed to the said A. W. Byrch and T. Cox

ALL THAT the one half part or share of her the said M. A. Cox under the said recited Will of the said T. 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 T. 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 T. Cox in fee simple for securing payment on the 15th March 1899 of the principal sum of £50 as the Mortgage money with interest thereon after the rate of 25 % per annum

THE SCHEDULE thereinbefore referred to

(First Part)

Property not 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

10th February 1899 BY INDENTURE of this date made between the said M. A. Cox of the one part and the said Albert W. Byrch and Thomas Cox of the other part supplemental to the last abstracted indenture.

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 presents

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 moneys 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 10th August next pay to said A. W. Byrch and T. Cox £90 with interest for the same in the meantime at the rate of 25 % 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 15th September 1898 and thereby mortgaged with the payment of the said sum of £90 and interest as well the said sum of £50 and interest secured by the before abstracted Indenture making a total aggregate principal sum of £140.

Executed by the said M. A. Cox and attested.



26th April 1900 BY INDENTURE of this date made between the said M. A. Cox of the one part and the said A. W. Byrch and T. Cox (hereinafter called the Mortgagees) of the other part supplemental to the before abstracted Indentures of the 13th September 1898 and the 10th February 1899 and also to an Equitable Charge dated 4th 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 and interest

RECITING that the said sums of £50 £90 and £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 moneys 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 26th 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 13th September 1898 10th February 1899 and 4th 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 and 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 and attested

March 1901 £30 paid off principal sum

14th December 1901 BY INDENTURE of this date (endorsed on the before abstracted Indenture of the 26th day of April 1900) and made between the said A. W. Byrch and T. Cox of the one part and the said T. Cox of the other part

RECITING that said principal sum before mentioned were still owing to said A. W. Byrch and T. Cox with an arrear of interest

AND RECITING Agreement for Transfer to said T. Cox from said A. W. Byrch and T. Cox

IT WAS BY ABSTRACTING INDENTURE WITNESSED that in consideration of £150 to the said A. W. Byrch and T. Cox then paid by the said T. Cox (receipt acknowledged)

THE SAID A. W. Byrch and T. Cox as Mortgagees thereby assigned unto the said T. Cox

THE SAID principal sum secured by the before abstracted Indentures of Mortgage and Further Charge and Equitable Charges and 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 T. Cox as Mortgagees thereby conveyed unto the said T. Cox

ALL THE SHARE of the said M. A. Cox under the Will of the said T. W. Green deceased and all other the hereditaments and premises comprized in the said Indenture of the 13th September 1898

TO HOLD as to the hereditaments the subject of this Abstract

UNTO AND TO THE USE of the said T. Cox in fee simple subject to such right or equity of redemption as was then subsisting therein

Executed by both parties and attested

AS TO THE WHOLE OF THE PROPERTY

2nd August 1908 BY INDENTURE of this date made between said Ann Green (Widow of Testator Thomas Walter Green deceased) of the first part said T. W. Green of the second part said Mary Ann Cox of the third part and said Thomas Walter Green and Frederick Cox of the fourth part

RECITING the hereinbefore abstracted Will of the said T. W. Green deceased his death and proof of his said Will his seisin of the property the subject of this Abstract at the time of his death in fee simple in possession free from incumbrances and that the pecuniary legacies and stock in trade and good-will given by the said Will had been long since respectively paid and received and possession of the said Testators messuages and premises had long since been received by the said T. W. Green party thereto (hereinafter 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 winding up as far as might be the trusts 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 thereunder written and other the Real and Personal Estate of the said Testator and the other parties thereto and their estates and effects from the said annuity of £50 and all payments on account thereof for the considerations thereafter appearing

IT WAS BY THE ABSTRACTING INDENTURE WITNESSED that in pursuance of said Agreement and in consideration of the sum of £174 then paid by the said T. W. Green the Son and M. A. Cox in equal shares of £87 each and as to the said M. A. Cox out of moneys 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 second Schedule thereunder written hereinafter contained

SHE the said Ann Green did by abstracting presents thereby absolutely and irrevocably remise release quit claim and for ever discharge

ALL and singular the messuages cottages lands and other hereditaments mentioned and comprized in the first and second Schedules thereunder written And also all other the real and personal estate of the said Testator and the said T. W. Green the Son and M. A. Cox and the said T. W. Green the Son and P. Cox 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 Annuity 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 thereto 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 Messuage and hereditaments described in the Second Schedule not the subject of this Abstract.

THE FIRST SCHEDULE ABOVE REFERRED TO

First part

Property belonging to the said T. W. Green the Son and M. A. Cox in equal shares Inter alia The hereinbefore abstracted premises situate at Badsey in the County of Worcester 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

*Hamp 10/0*  
*Original produced*  
*and examined*  
*as before*  
*Tob*  
5th. August 1908 BY INDENTURE of this date made between the said Thomas Walter Green (the Son) of the first part the said Mary Ann Cox of the second part the said Thomas Cox of the third part the said Thomas Walter Green and Frederick Cox of the fourth part and John Idiens of High Street in the Borough of Evesham aforesaid Merchant of the fifth part.

RECITING the hereinbefore abstracted Will of the said T. W. Green deceased his death on March 21st. 1885 and Probate of his Will on August 22nd. 1885

AND RECITING that the said T. W. Green (the son) and M. A. Cox had agreed with the said John Idiens for the sale to him for the sum of £100 of the hereditaments hereby assured in fee simple in possession free from incumbrances

AND RECITING the hereinbefore abstracted Indenture of the 2nd. August 1908

AND RECITING that the said T. W. Green (the son) was then seized of or otherwise well entitled in fee simple in possession free from incumbrances to one undivided moiety or equal half part or share of the hereditaments thereby assured and the said M. A. Cox was also entitled in fee simple in possession to the remaining one undivided moiety or equal half part or share of the hereditaments thereby assured but subject with other hereditaments to the sum of £155 and upwards being principal sum and interest then due and owing to the said T. Cox on the security of said hereditaments thereby assured with the said other hereditaments and secured by indentures and Charge specified in first Schedule thereunder written

AND RECITING that said T. Cox having other sufficient security for said Mortgage debt owing to him as aforesaid had agreed to join in abstracting presents in manner hereinafter appearing

AND RECITING that it had been also agreed that the parties thereto of fourth part as the Executors and Personal Representatives of said Testator should join in these presents for purpose of confirming the said sale

IT WAS BY THE ABSTRACTING INDENTURE WITNESSEN that in pursuance of the said Agreement and in consideration of £100 then paid by said J. Idiens in manner following ~~namely~~ <sup>to wit</sup> £50 one half thereof to said T. W. Green (the Son) and £50 the other half thereof at the request of the said T. Cox to the said M. A. Cox (receipt acknowledged)

THE the said parties thereto of the first second and third parts (the said T. W. Green the Son as beneficial Owner as regarded one undivided moiety of the hereditaments thereby assured and the said T. Cox as Mortgagee at the request of the said M. A. Cox and the said M. A. Cox



as beneficial Owner as regarded the remaining undivided moiety thereof

DID and each of them DID thereby respectively release convey and confirm and the said parties thereto of the fourth part as the personal Representatives of the said Testator Thomas Walter Green deceased thereby confirmed unto the said J. Idiens

ALL THESE two messuages or cottages and outoffices with the stable and other outbuildings garden and appurtenances thereto adjoining and belonging situate and being in the Parish of Badsey in the County of Worcester formerly in the occupation of David Walker and Oliver Rogers and then or late occupied by William Keyte and John Keyte as tenants thereof.

TO HOLD the same unto and to the use of the said John Idiens in fee simple freed and wholly discharged from all principal moneys and interest intended to be secured by and from all claims and demands under the Indentures of Mortgage and the Charge specified in the first Schedule thereunder written and from any or either of them.

STATUTORY Acknowledgment in usual form by the said T. Cox and M. A. Cox of the right of the said J. Idiens to the production of the documents specified in the first Schedule thereto and to delivery of copies thereof and

STATUTORY UNDERTAKING by the said M. A. Cox with the said J. Idiens for the safe custody of the same documents.

STATUTORY Acknowledgment and Undertaking in usual form by said T. W. Green (the Son) and M. A. Cox for production delivery of copies and safe custody of the documents specified in the second Schedule thereto

THE FIRST SCHEDULE thereinbefore referred to

13th September 1898 }  
10th February 1899 }  
26th April 1900 }  
4th *September* 1900 }  
14th December 1901 }

The hereinbefore recited Indentures and Charge of these dates.

THE SECOND SCHEDULE thereinbefore referred to

2nd August 1900. The hereinbefore recited Indenture of Release of this date.

Executed by the said T. W. Green M. A. Cox T. Cox and F. Cox and attested.



23<sup>rd</sup> October 1902 By Indre of this date more than John Deane  
of Birmingham in the City of Worcester merchant of the 1<sup>st</sup> pt  
& John Deane & Sons 2<sup>nd</sup> by a duly imp<sup>o</sup> C<sup>o</sup> having a reg<sup>d</sup>  
office situate at n<sup>o</sup> 89 High St<sup>l</sup> Worcester in the City of Worcester  
(Thomas called the outgoing) of the 2<sup>nd</sup> pt & the Refugee Owners  
of 2<sup>nd</sup> pt by a duly imp<sup>o</sup> C<sup>o</sup> having a reg<sup>d</sup> office situate at n<sup>o</sup> 1  
Excess St<sup>l</sup> in the City of Manchester (Thomas called the outgoing)  
of the 3<sup>rd</sup> pt

Thompson  
12/16  
Original produced  
and examined  
as before  
Aug 2/09  
J. H.

Rec<sup>d</sup> that by Indre made the 5<sup>th</sup> day of Aug<sup>r</sup> 1902  
being hereby at<sup>d</sup>

And rec<sup>d</sup> that the name of the 2<sup>nd</sup> John Deane was inserted in  
the Sheriff's order Indre as a Trustee only for & on behalf  
of the outgoing & with the intention that subsequently that a  
conveyance of the 2<sup>nd</sup> & 3<sup>rd</sup> premises sh<sup>d</sup> be executed by the  
2<sup>nd</sup> John Deane to outgoing & the sale & purchase effected by the  
Sheriff's order Indre was carried through on behalf of & the  
purchase moneys therein stated to be paid to the Vendor's agent on  
s<sup>u</sup>ch Indre were provided by the outgoing & not by the 2<sup>nd</sup> John  
Deane all of w<sup>ch</sup> the 2<sup>nd</sup> John Deane & the outgoing accept  
admit<sup>d</sup> & acknow<sup>d</sup>

And rec<sup>d</sup> that outgoing has personally collected & been in  
actual rec<sup>t</sup> of rents & profits & services arising therefrom but no  
suit comes as afo<sup>r</sup> has yet been executed

And rec<sup>d</sup> that outgoing for loan for £100

It was evide<sup>d</sup> that in course of £100 paid to rec<sup>t</sup> to the 2<sup>nd</sup>  
John Deane as Trustee as afo<sup>r</sup> at request & desire of outgoing did  
th<sup>y</sup> grant & convey & outgoing as Beneficial Owners th<sup>y</sup> 9<sup>th</sup>  
conve<sup>d</sup> & cont<sup>d</sup> with outgoing their success<sup>r</sup> & assign<sup>r</sup>

All these two m<sup>o</sup>ns to be made more particularly  
debt<sup>d</sup>

To hold the same

unto & to the use of outgoing their success<sup>r</sup> & assign<sup>r</sup>  
in fee simple

Proviso for redemption

Covenant by mortgagee with outgoing to pay a<sup>n</sup> sum of £100 with  
int<sup>r</sup> for same at rate of £4% per ann<sup>o</sup> by half yearly pay<sup>ts</sup>



Agreement & Deed to insure s<sup>t</sup> premises in any case not society  
£100. No other all money expended for that purpose

Deed & agreement that it sh<sup>d</sup> be lawful for outgoer their success  
& assign to consolidate this deed with any other deed or accounts  
or paper other than that comp<sup>d</sup> thereof for any survey for the  
time long due to them from the outgoer their success or assign  
it being the express intention of parties thereto that the 17<sup>th</sup>  
Sec of the C & L of Spty Act 1881 sh<sup>d</sup> not apply to them  
present or to the deed intended to be thereby made.

Deed that no lease made by the outgoer their success  
or assign of s<sup>t</sup> premises or any pt thereof during the continuance of this  
deed sh<sup>d</sup> have effect by force or virtue of Sec 18 of the  
C & L of Spty Act 1881 unless outgoer their success or assign  
sh<sup>d</sup> consent in writing.

Executed by s<sup>r</sup> John Adams & attested  
The Common Seal of John Adams & Co<sup>rs</sup>  
was duly affixed & attested