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# HERITAGE WALKS ARCHIVE DOCUMENT

ABSTRACT OF THE TITLE

- of -

C. H. RUDIN ESQ.

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- to -

freehold property situate and known  
as "Ledem" St. Marthes Avenue West-  
field Woking Surrey

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W. DAVIS & SON,  
5 HIGH STREET,  
WOKING.

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## ABSTRACT OF THE TITLE

- of -

CHARLES HENRY RUDEIN to ppty known as Ledram St. Martha's Avenue, Westfield Avenue Woking in the County of Surrey.

1900 May 26th BY HIS WILL dated so George Baker Smallpeice of Woking Sy and Lothbury London after giving a specific legacy and an annuity of £500 to his wife left to his son Humphrey George his Kingfield Estate and the land on the north side of Long Walk and he appointed as Exors and Trees of that his Will his wife and his friends James William Roy and William Frederick Hart

EXRD AND ATTD

1900 May 26th PASSTAGE died

1900 August 18th PROBATE granted out of the Epel Regy to Emily Smallpeice (the widow) J. W. Roy and W. F. Hart the Exors

1901 Sept. 24th THE sd E. L. Smallpeice married George Horence Martyn

1904 May 27th THE sd E. L. Martyn died

1910 July 15th BY AN AFFIDAVIT of this date filed 18th July 1910 in the Chancery Divn of the High Court of Justice (1910 S.1091) Re: G.B. Smallpeice decd btm J. W. Roy and another Plaintiffs and H.G. Smallpeice and ors Defendants Spencer Douglas Down a member of the firm of Douglas Allen & Co. of Lincoln Chambers 9 Portsmouth Street Lincoln's Inn Fields Estate Agents and Surveyors made oath and sd

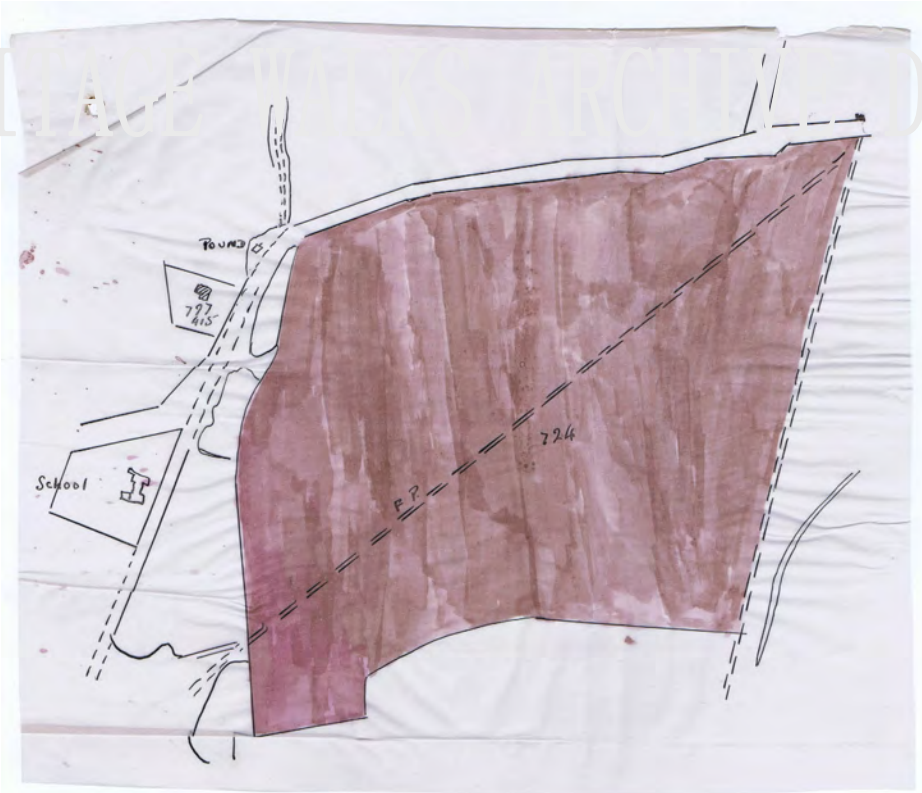
1. The deponent craved leave to refer to the Affidavit of the Plaintiffs sworn herein on the 20th April 1910 and in parlar to clause 10 thror and to the terrier of ppty thrin mentd being Exhibit 4 to such Affidavit

2. Deponent was and had for upwards of 10 years last past been well acquainted with the ppty situate at Woking Surrey lately belgg to the sd G. B. Smallpeice and more perlarly decd in the sd terrier of ppty exhibited to the sd Affidavit of Pltrifs his sd firm had since the death of the Testator been professionally employed by the Plaintiffs the Trees of the Testators will in connection with their dealings with the sd ppty and he on behalf of his firm had the conduct of such business and he in fact had valued the sd ppty for the ppses of paymt of duties on the sd Testator's death

3. The ppty comprised in the sd terrier was accurately shewn on the plan then produced and shewn to deponent marked S.D.E. and was thron coloured brown yellow and green The portion cold brown comprad that pt of the ppty wch in the sd terrier was descdb as freehold lands at Woking Sy devised to testators eldest son H. G. Smallpeice

1910 July 18th BY ORDER of this date in the Chancery Divn of the High Crt of Justice made by Mr. Justice Parker (1910 S.1091) in the matter of the estate of the sd G.B. Smallpeice decd btm Jas Wm. Roy and Frederick

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Wm. Hart Plntifs and H. G. Smallpeice Francis Lancelot Smallpeice (an infant) Elizabeth Thibe Smallpeice (Spinster) and Caroline Fomona Smallpeice Spinster and Alice Phoebe Smallpeice and Francis Zoe Smallpeice (both Spinsters and infants) Defendants on applon by originaty summons dated 12th April 1910 for the determin of the questions and the relief following (inter alia)

1. That it might be determined which of the lends and heredita belgg to the sd G.B. Smallpeice at his dece were upon the true construction of his Will comprd in and passed under each of the following bequests contd in his sd Will that was to say (inter alia)
  - (a) The bequest to the Defendant H.G. Smallpeice of "my Kingfield Estate and the lend on the north side of the Long Walk"
2. If and so far as might be neery to have the reel and personal estate of the sd Testator adard by the Crt with all neery accounts etc.

Which upon hearing the Solrs for the Applicants and for the Defendants in Chambers was adjourned to be heard in Court coming to be heard in Court accordingly :-

And upon hearing Counsel for the Plntifs and Defendants and upon reading before sudt Probate of the Will of G. B. Smallpeice an Affidavit of the Plaintiffs filed 25th April 1910 an Affidavit of Bourchier Francis Hawsley filed 4th May 1910 an Affidavit of Spencer Douglas Brown and the exhibit thrin reard to and an Affidavit of Geo. Reismond both filed 18th July 1910

The Crt being of opinion that that order being for the benefit of the infant depts did declere

- (a) That the whole of the led sold brown on the plan being the exhibit marked S.D.B. to the sd Affidavit of sd S.D. Brown was comprd in and passed under the bequest contained in the sd Will to the Defendant H.G. Smallpeice of the ppty referred to in sub-para A of para 1 of the sd summons

1925 March 23rd

COPTS OF REDEMPTION of Land Tax - No. 245,101

Pla J.R. Sp. known as Kingfield Farm in occpn of Alfred Hobbs  
 Redeemed by H.G. Smallpeice in conson of £62. 10.s paid 25th March 1925  
 Regrd 22nd April 1925 - Exonerated from 25th December 1924

1926 March 4th

COPTS OF REDEMPTION OF TITHES RENT CHARGES as follows :

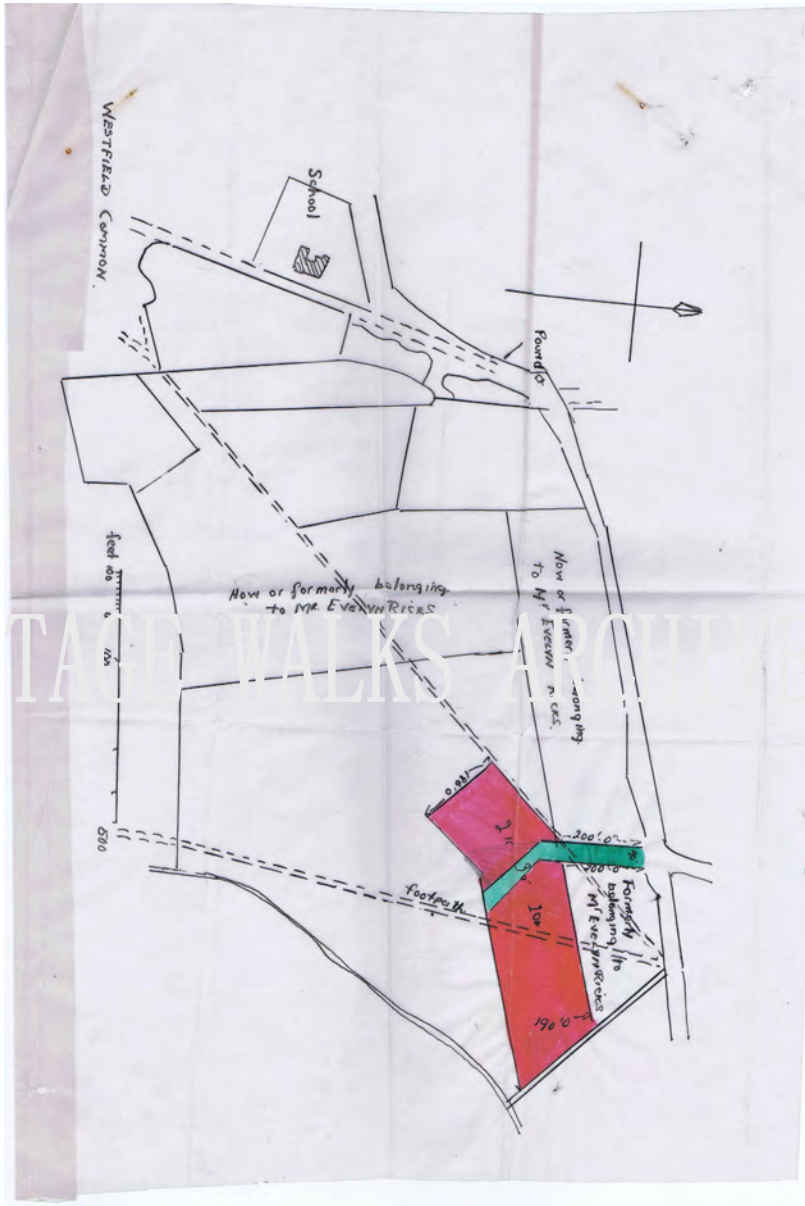
No. on Tithe Map	Payable to Vicar	Redptn money	Payable to Impropriators	Redptn money	Dates of Apptmnt & altered apptmnt
695	13. 6.		3. 6. 4.	)	22nd Sept. 1843
696	10. 1.			)	
702	8.10.			)	
703	10. 1.		2. 10. 6.		22nd Dec 1896
694	12.11.				
		<u>£2. 15. 5.</u>	<u>£5. 16. 10.</u>	<u>£104. 0. 11.</u>	

1928 July 21st  
 Stp. £3. 10s.

BY CONVEY of this date made btm the sd H. G. Smallpeice of Longhope Melksham in the Coy of Wilts Esq. thriner called the Wdr. or the one pt and Evelyn Ricca of "the Lyon" Wych Hill Lane Woking in the Coy of Surrey Builder (thriner called the Pehar) of the other pt

- RECEG
1. Seisin of G. B. Smallpeice at date of his death free from incumbs
  2. Bere abstd Will of sd G. B. Smallpeice

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3. Death of Testator and proof of his Will as abstd
4. Marriage of sd E. L. Smallpeice with G.E. Martyn as abstd
5. Death of sd E. L. Martyn as abstd
6. An Originating Summons was issued in the Chancery Divn of the High Court of Justice on the 12th April 1910 as abstd
7. Before abstd order of 18th July 1910
8. The Surviving Terms of the Will of the sd G. E. Smallpeice and in or before the year 1908 the Vendor took possession of the ppty passing to him under the sd Will
9. Agreement for sale for £316. 5. 0.

IT WAS WITNESSED as follows :-

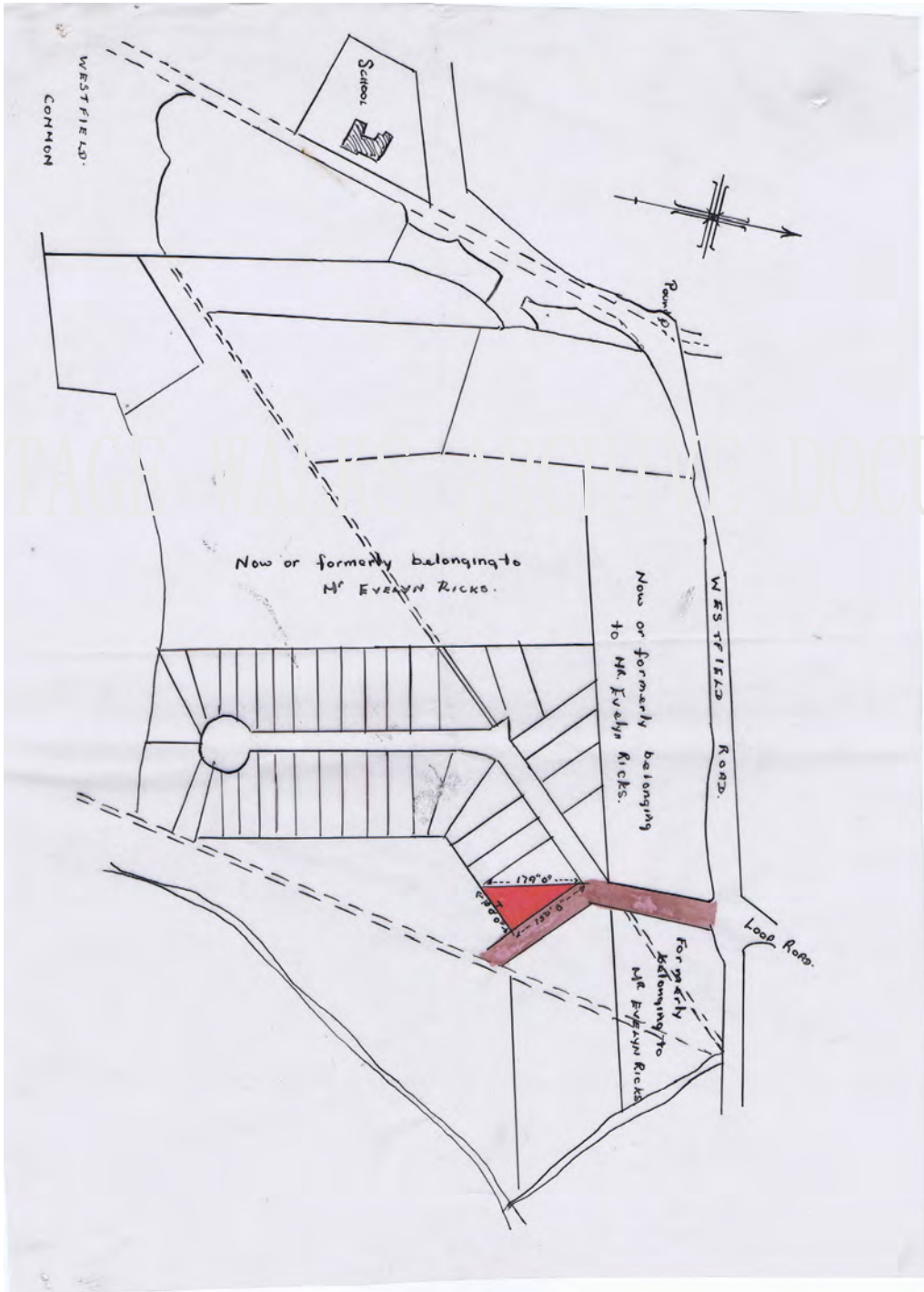
1. In pursue of the sd Agrmt and in conson of £316. 5. 0. pd etc. (the rest etc) the Vendor as B.C. thrbly conveyed unto the Pchar

ALL THAT pce or pol of ld situate at Woking in the Coy of Surrey then containing 2 acres 3 roods and 20 poles more or less and then or formerly pt of Kingfield Farm which ld was bounded on or towards the North in part by land formerly belgg to the Pchar and in part by a footpath leading to the road from Woking Village to Guildford on or towards the South and West by other ld belgg to the Vdr and on or towards the East by another public footpath leading to the road from Woking Village to Guildford which pce of land was for the ppsse or identifi only more parlerly delnd and descdb in the plan drawn thron and was thron cold pink and blue

SECONDLY ALL THAT pce or parcel of ld situate at Woking aisd and then or formerly part of Kingfield Farm aisd abuttg on the North side throi upon the road leading from Woking Village to Guildford and havg an uniform width throughout of 40 feet or threfts and a depth on the East and West sides resply of 200 ft or threfts which sd pce or pol of land was for the ppsse or identifi only more parlerly delnd and descdb in the plan drawn thron and thron cold green RESERVING nevertheless unth the Vdr and the persons deriving title under him and all persons authorised by him or them full right and liberty in fee simple (incommon with the Pchar and the persons deriving title under him and the persons authorised by him or them) from time to time and at all times thror and for all purposes to pass and repass with or without horses cattle or other animals carts carriages motor cars and other vehicles over and along the lands cold green and blue on the said plan

TO HOLD the same (subjt to such reservations as aisd) Unto the Pchar in fee simple  
WITNESSED by the Vendor and atted

HERITAGE WALKING SOCIETY DOCUMENT



# HERITAGE WALKS ARCHIVE DOCUMENT

3rd May 1929  
Samp #1/7

BY CONVEE of this date made GUY EVELYN PICKS of "The Lyeh" Wych Hill Lend Woking in the Coy of Surrey  
Builder (The Vdr) of the one pt and CHARLES HENRY FODRIN of 202 Welton Road Woking said Sign Writer  
(the Fohar) of the other part

RECITE seisin of Vdr free from incumbrances and agrat for sale at £100

IT WAS WITNESSED as follows :-

In pursuance etc. and in conson of £100 paid etc. (rect etc) the Vdr as R.O. thrby conveyd unto the  
Fohar

ALL THAT pee or pol of lend formerly pt of Kingsfield Farm situate  
at Woking in the Coy of Surrey and abutting on the North East side  
throu upon a new road known as St. Marthas Avenue and having a  
frontage thro of 150 ft a depth on the South East side of 100 ft  
and a width on the west side of 170 ft (be the sd edmeasurements  
more or less) which sd pee or pol of ld is now staked out and is with  
the dimensions (be the same more or less) and scuttels thro more  
parlery delnt and described in the plan drawn thron and thron cold  
pink Together with full right and liberty for the Fohar or or the  
owner or owners for the time being of the lend thrby conveyed (in  
common with the Vdr and all persons who have or may have the like  
right) at all times threiter by day or by night and for all ppass  
with or without motor cars or other vehkles laden or unladen to go  
pass and repass along over and upon the sd new road known as St.  
Marthas Avenue wh is cold drawn on the sd plan Together Also with  
the free and uninterrupted passage and running of water and soil  
gas and electricity from and to the lend thrby conveyd through the  
water mains sewers drains gas pipes electric wires crables and to  
execute effect and do all necessary cleansing and repairs thro or  
renewels thro when and as often as occasion shall be or require  
giving nevertheless to the Vdr or or the owner or owners for the  
time being of St. Marthas Avenue said reasonable notice previous to  
such entry of the object and prupose of the same and re-instating  
and making good forthwith all damage which may be done to St.  
Marthas avenue said by reason of the execution of any of the libertie  
thrinweere contd

TO HOLD the same unto the Fohar in fee simple

1. Givt by the Fohar and his succors in title to observe and perform the stipions
2. Givt by the Fohar and his succors in title to observe and perform the stipions
3. Acknowledgment for prodon or dead of Convee dated the 21st July 1928



# HERITAGE WALKS ARCHIVE DOCUMENT

## THE SCHEDULE referred to

1. The Fehar shall forthwith make and for ever after maintain a proper and sufficient boundary wall fence or hedge not exceeding five feet nor less than four feet in height on the side of the land hereby conveyed marked F within the boundary on the plan drawn hereon
2. No buildings other than a private dwellinghouse or professional residence with or without stabling garage and outbuildings suitable thereto shall be erected on the said land and not more than one such dwelling house or residence shall be erected thereon
3. No building on the said land shall be used for the purpose of carrying on any manufacture and no shed but overhanging booth or or chattel used or intended to be used as a dwelling or sleeping apartment and no show swing round about or any other of a like nature shall be made placed or used or allowed to remain on any part of such land and upon any breach of this covenant the Vendor or his agent may enter upon such land and remove or dispose of any such erection or or thing and for purpose may break fences and forcibly enter and shall not be responsible for the safe keeping of anything so removed or for any loss or damage happening thereto
4. No gravel clay sand or earth on the said land shall be so excavated or dug as to let down or interfere with the due support of the adjoining land No clay or bricks shall be burnt upon any part of such land nor shall any sale of liquid materials be held thereon
5. No hoarding or similar structure shall at any time be erected or placed on the land hereby conveyed so as in any manner to obstruct or interfere with the access of light and air to any windows or openings belong to the building erected or to be erected on the adjoining land
6. The Vendor shall pay to the Vendor upon demand in writing from time to time such a proportion as the Vendor's Surveyor for the time being shall assess of the expense which the Vendor may incur in repairing and maintaining St. Martha's Avenue and until the same shall be taken over by the Local Authority Such assessment will be made with due regard to the relative frontages (excluding return frontages) of the said land to St. Martha's Avenue and as compared with other land having main frontages to St. Martha's Avenue and such assessment shall be final and binding on all parties

EXECUTED by all parties and attested

12th June 1929.  
Stp. 12/6d ✓

BY LOCAL MORTGAGE OF this date made between the said C. H. Rudkin of 202 Walton Road Woking Surrey (the Borrower) and the ABBEY ROAD BUILDING SOCIETY (the Society) of the other part

### RECITING

1. Seisin of the Borrower of the property described in Schedule thereto
2. The Borrower entitled to an advance of £500 in respect of 5 subscribing shares in the Society repayable with interest calculated in accordance with the Tables now in use by the Society (no income Tax in the 1st instance being deducted) over a period of 20 years such interest calculated to be £375 making with £500 the aggregate sum of £875

NOW in consonance of the sum of £500 paid etc. (rest etc)

IT WAS AGREED as follows :-

1. Covenant by the Borrower with the Society to pay to the Society the said sum of £875 by instalments at the times and in manner following that is to say £3. 12. 11. without deduction as aforesaid, on the 1st Wednesday in the month of July next and £3. 12. 11. (without any deduction as aforesaid) on the 1st Wednesday in every succeeding

month thence next ensuing until the whole sum of eight hundred and seventy five pounds shall be fully paid and satisfied

2. To pay all such other subscriptions fines and payments (if any) as according to the Rules of the Society for the time being in force or this Deed (whichever may be the greater) may become payable in respect of the said five shares or the said five shares or the said advance of £500 but nothing herein contained shall affect prejudicially any equitable right of redemption whether subsisting under this Deed or by virtue of the rules of the Society

3. Provided that where part only of the intended advance has been made by the Society nothing therein contained shall render the Borrower liable to make payments in the aggregate in excess of those attributable to advances actually made but in the meantime the Borrower shall make monthly and or payments of the same amounts as if the entire advance had been made until the liability of the Borrower is discharged

2(1) The Borrower as B.C. thereby charged by way of Legal Mortgage all the property described in the Schedule thereto

2.(2) For the purpose of the Charge the legal right of redemption shall cease on the last Wednesday in the month of July next and in favour of a purchaser the statutory power of sale shall be exercisable from and after that date

Here follow usual Building Society Mortgage Clauses

THE SCHEDULE referred to

ALL THAT the before stated presents

SIGNED by the Borrower and Attested

11th Oct. 1948

BY STATUTORY RECEIPT endorsed on before stated Legal Charge the Society acknowledged to have received all money remaining owing on the security of the before stated Legal Charge

SIGNED by the Society in the presence of Secretary.

HERITAGE WALKS ARCHIVE DOCUMENT