

Dated 31st December 1903

Mrs A Wilkinson-Smith to The Trustees of the Bradmore Wesleyan Methodist Chapel. Conveyance of a piece of land situate at Bradmore Notts

C853 Registered by the Wesleyan Chapel Committee this twenty-third day of November 1905 John Hornabrook[?] Secretary Herbert Hind Nottingham

This Indenture made the thirty first day of December One thousand nine hundred and three **Between** The Scottish Widows Fund and Life Assurance Society (hereinafter referred to as "the said Society") of the first part Arabella Wilkinson Smith (Wife of Robert Wilkinson-Smith of Bunney Park in the County of Nottingham Esquire hereinafter referred to as "the Vendor") of the second part Alfred John Bingham of 5 Bolton Street Piccadilly in the County of London and of Nalder Hill House Newbury in the County of Berks Esquire and Francis Abel Smith of Papplewick Hall in the said County of Nottingham Esquire (hereinafter referred to as "the Trustees") of the third part The Reverend Ebenezer Moulton of Musters Road West Bridgford in the said County of Nottingham (the present Superintendent Minister of the Circuit of the Wesleyan Methodist Connexion in which the piece of land and hereditaments hereinafter described are situated) of the fourth part and Thomas Walker Farmer Charles Frederick Hutchinson Farmer William Hutchinson Farmer William Randall Farmer George Grundy Farmer Richard Jamson Farm Labourer Thomas Harris Farm Bailiff Richard Jackson Carrier and William Smith Bag Hosier all of Bradmore in the said County of Nottingham Francis Wootton of Bunney aforesaid Farmer Samuel Hands Towle the Elder of Burton on the Wolds in the said County of Nottingham Farmer George Hallam of West Bridgford in the same County Coal Merchant Thomas Attewell of Harby in the County of Leicester Farmer William Braithwaite of [Stathern?] in the same County [*WB has been crossed out - marginal note: dead*] James Buxton of Ruddington in the said County of Nottingham Gentleman John Mee of the same place Agent and John Dodgson Fenn of the City of Nottingham Clothier and Joseph Bonsor of the same City Gentleman [*JB has been crossed out - marginal note: dead*] hereinafter referred to as "the Said parties hereto" of the fifth part of the fifth part [sic] **Whereas** under or by virtue of an Indenture bearing date the ninth day of August One thousand eight hundred and sixty seven made between William Percy Herrick of the first part George William Barker of the second part Anne Barker Widow of the third part James Bowker[?] of the fourth part Harriett Forteath of the fifth part the said Society of the sixth part Charles Kaye Freshfield of the seventh part Henry Ray Freshfield of the eighth part and William Dawes Freshfield of the ninth part the piece of land hereinafter described together with other land and hereditaments were granted unto the said Society and their assigns for securing the repayment to the said Society of the sum of Fifty thousand pounds and interest thereon as therein mentioned And by the same Indenture all the residue then to come of three several terms of One thousand years, One thousand years and Two thousand years were respectively assigned unto the said Charles Kaye Freshfield Henry Ray Freshfield and William Dawes Freshfield respectively in Trust for the said Society **And whereas** the said Charles Kaye Freshfield died on the sixth day of June One thousand eight hundred and ninety one and the said Henry Ray Freshfield died on the eighth day of February One thousand eight hundred and ninety five and the said William Dawes Freshfield died on the nineteenth day of August One thousand nine hundred and three **And whereas** under or by virtue of the limitations of the Will of the said Harriett Forteath therein described as of Bunney Park in the County of Nottingham Widow which will bears date the Twelfth day of March One thousand eight hundred and seventy four and was proved in the Nottingham District Registry of the Probate Division of the High Court of Justice on the thirteenth day of December One thousand eight hundred and seventy five the Vendor is tenant for life in possession of (inter alia) the said piece of land hereinafter described and expressed to be hereby conveyed but subject nevertheless to the said Indenture of the ninth day of August One thousand eight hundred and sixty seven and

to the principal moneys and interest now thereby secured and the Trustees are the present Trustees of the said Will for the purposes of the Settled Land Acts 1882 to 1890 **And whereas** the said parties hereto of the fifth part are desirous of acquiring a piece of land for the purpose of erecting and maintaining thereon a school or place of religious worship and other buildings to be settled upon the trusts and in manner hereinafter mentioned **And whereas** the Vendor in exercise of the Statutory power of sale conferred upon her as such tenant for life in possession as aforesaid by the said Settled Land Acts 1882 to 1890 has agreed with the said parties hereto of the fifth part for the absolute sale to them of the fee simple in possession free from incumbrances of and in the piece of land hereditaments and premises hereinafter described and expressed to be hereby conveyed at or for the price or sum of Five pounds and the costs charges and expenses of the parties hereto of the first second and third parts of and incidental to this Conveyance being also paid by the said parties hereto of the fifth part **And whereas** by an Indenture dated the third day of July One thousand eight hundred and thirty two and made or expressed to be made between John Sutcliffe and fourteen others of the

first part the Reverend George Marsden of the second part and James Brown of the third part and enrolled in the High Court of Chancery on the twenty fifth day of July One thousand eight hundred and thirty two a parcel of ground and Chapel or place of Religious Worship with the appurtenances situate at Skircoat in the parish of Halifax and County of York were settled for the use of the people called Methodists in the Connexion established by the late Reverend John Wesley and such last mentioned Indenture is known as "The Model Deed for Wesleyan Methodist Chapels" **And whereas** the sum of Thirty seven thousand five hundred and thirty seven pounds four shillings and two pence together with the current half years interest for the same is still owing on security of the hereinbefore recited Indenture of the ninth day of August One thousand eight hundred and sixty seven **And whereas** the said Society being satisfied that the other hereditaments comprised in the said Indenture of the ninth day of August One thousand eight hundred and sixty seven are a sufficient security for the said mortgage debt have agreed to join in these presents in the manner hereinafter expressed **Now this Indenture Witnesseth** that in pursuance of the said Agreements and in consideration of the sum of Five pounds to the Trustees now paid by the said parties hereto of the fifth part by the direction of the Vendor and with the concurrence of the said Society (the receipt whereof the Trustees hereby acknowledge) and the costs charges and expenses of the said parties hereto of the first second and third parts having been paid by the said parties hereto of the fifth part The said Society as Mortgagees by the direction of the Vendor do hereby grant convey release and surrender and the Vendor in exercise of the power vested in her for this purpose by the Settled Land Act 1882 and of all other powers (if any) her hereunto enabling and **as beneficial owner** (with the approbation of the said Ebenezer Moulton as such as such Superintendent Minister as aforesaid testified by his executing these presents) hereby conveys and confirms unto the said parties hereto of the fifth part **All** that piece of land situate at Bradmore in the County of Nottingham containing by recent admeasurement Two hundred and eighty square yards and one third of a square yard or thereabouts bounded on or towards the North and East by other land of the Vendor not intended to be hereby conveyed on or towards the South in part by hereditaments of the said parties hereto of the fifth part and being the Bradmore Wesleyan Chapel and on the remaining part by other hereditaments of the Vendor not intended to be hereby conveyed and on or towards the West in part by the Bradmore Wesleyan Chapel and in the remaining part by the Village Street of Bradmore aforesaid which said piece of land is more particularly delineated and described in the plan hereto annexed and thereon edged round with the colour pink **To hold** the same (freed and discharged from the said hereinbefore recited Indenture of a Mortgage of the ninth day of August One thousand eight hundred and sixty seven and the said principal sum of Thirty seven thousand five hundred and thirty seven pounds four shillings and two pence and interest thereby secured and from all claims and demands in respect

thereof **Unto and to the use** of the said parties hereto of the fifth part in fee simple But subject nevertheless upon such and the same trusts and for such and the same ends intents and purposes and with and subject to such and the same powers and provisions (in such manner as if the same were herein repeated but made applicable to the said premises hereinbefore expressed to be hereby conveyed) as are expressed declared and contained or referred to in and by the said "Model Trust") **Provided always** that as regards the remainder expectant on the estate for life of the Vendor in the hereditaments hereby conveyed her covenants for title implied by law shall not extend to the acts or defaults of any person other than and besides herself and persons claiming or to claim under or in trust for her **And** the said Society hereby acknowledge the right of the said parties hereto of the fifth part to production and delivery of copies of the hereinbefore recited Indenture of Mortgage of the ninth day of August One thousand eight hundred and sixty seven which document is in the possession of the said Society as Mortgagees **And** the parties hereto of the fifth part for themselves their heirs and assigns hereby covenant with the said Arabella Wilkinson-Smith and also as a separate covenant with the Society and also as a further separate covenant with the person or persons entitled to the hereditaments situate on the North East and South sides of the piece of land hereby conveyed in reversion expectant on the life estate of the Vendor therein (except on or so much of the South side as abuts upon the Bradmore Wesleyan Chapel) that they the parties hereto of the fifth part their heirs or assigns will forthwith construct and for ever hereafter maintain proper and sufficient fences on the Northern Eastern and Southern sides (except as aforesaid) of the said piece of land hereby conveyed such fences to be erected within the area of the said piece of land **In Witness** whereof the said Society hath hereunto affixed its common seal and the said other parties hereto have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the before named Arabella Wilkinson-Smith in the presence of Walter Smeeton of Bunney Farmer

Signed Sealed and delivered by the before named Alfred John Bingham in the presence of C Vincent

Cotterell 76 Grosvenor Street Gentleman

The Common Seal of the Society was hereunto affixed in the presence of M Anderson Cashier to the said Society

Signed Sealed and Delivered by Ernest Archibald Davidson and John Allan Maconodine-Welwood two of the Directors and by Andrew Hugh Turnbree? the Manager of the Society in the presence of W W McCrie? Clerk to the Said Society 9 St Andrew Square Edinburgh

Signed Sealed and Delivered by the before named Francis Abel Smith in the presence of C M Piggott Union of London Smiths Bank Nottingham Bank Clerk

Signed Sealed and Delivered by the before named Ebenezer Moulton in the presence of Herbert Hind Solicitor Nottingham

Signed Sealed and Delivered by the before named Thomas Walker, [name deleted] Charles Frederick Hutchinson, William Hutchinson, William Randall, Richard Jamson, Richard Jackson, [name deleted] William Smith, Francis Wootton, Samuel Hands Towle, George Hallam, Thomas Attewell, James Buxton, John Mee and John Dodgson Fenn in the presence of George Maddison 168 Queens Walk Nottingham (Wesleyan Minister)

Signed Sealed and delivered by the before named Richard Jackson in the presence of George Maddison

Signed Sealed and Delivered by the before named Thomas Walker in the presence of Herbert Hind Solicitor Nottingham

Signed Sealed and Delivered by the before named George Grundy in the presence of Ellis Dutton Gray Stoney Lane East Ardsly Miner

Signed Sealed and Delivered by the before named Thomas Harris in the presence of Robert Bralsford Walcot Billingham (Shoemaker)