

1956

ABSTRACT OF THE TITLE

of

THE URBAN DISTRICT COUNCIL OF
NORTHWICH relating to freehold
land situate at Queensgate
Northwich in the County of
Chester.

PLAN REQUIRED

ABSTRACT OF THE TITLE

of

THE URBAN DISTRICT COUNCIL OF NORTHWICH relating
to freehold land situate at Queensgate Northwich
in the County of Chester.

31st October 1916.

Stamp 10/-

Adjudication Stamp.

BY INDENTURE of this date made betn HENRY BRATT of The Woodlands Hartford in the County of Chester Esquire J.P. and WILLIAM MILES BRATT of Roseland Chester Road Northwich in the sd Coy Esquire J.P. (thereinar referred to as the Surviving Trustees) of the 1st pt THE PUBLIC TRUSTEE of the 2nd pt and LUCY VERDIN SANDERS of Elmfield Chester Road Hartford afsd Widow of the 3rd pt

AFTER RECITING that James Sanders late of Northwich in the Coy of Chester Corn Merchant died on the 25th February 1910 a bachelor and intestate seised in fee simp of the heredita therein descdbd and intended to be thereby convd and leaving William Sanders his only brother and heir at law him surviving and Letters of Administration of the estate and effects of the sd James Sanders were on the 22nd March 1910 granted to the sd William Sanders by or out of the District Probate Registry at Chester AND RECITING that by an Indre (thereinar called the Original Settlement) dated the 2nd April 1910 and made betn the sd William Sanders of the one pt and Charles James Hughes and the Surviving Trustees (thereinar collectively referred to as the Old Trustees) of the other pt the sd William Sanders convd all the real estate short particulars whereof were set out in the second pt of the second Schedule thereto (which included the sd heredita therein descdbd) to which the sd William Sanders was entitled as heir at law of the sd James Sanders unto and to the use of the Old Trustees in fee simple Upon Trust to sell the same and to hold the proceeds as therein mentd and until sale Upon Trust to apply the rents and income as therein mentd And by the same Indre it was declared that notwithstanding anything therein contd the sd William Sanders might at any time or times thereafter with the sanction and approval of the Chancery Division of the High Court of Justice or a Judge thereof but without derogating from the effect of any previous exercise of any of the powers or trusts thereinbefore contd or of that power vary or revoke all or any of the trusts and powers thereinbefore declared of all or any pt of the trust funds and of the income thereof respectively and might with the like sanction and by the same or any other deed or deeds declare and create any other trusts and powers of and concerning the whole or any pt of the trust funds and the income thereof the trusts whereof respectively thereby created shld be varied or revoked as afsd AND RECITING that no sale of the sd heredita therein descdbd was made under the trust for sale contd in the Original Settlement AND RECITING that the sd heredita therein descdbd were at the date of the deed next therein recited vested in the Old Trustees in fee simple upon the trusts of the Original Settlement and formed pt of the ppty referred to in the Original Settlement as the James Sanders Trust Funds

AND RECITING that by an Indre dated the 14th July 1913 made betn the sd William Sanders of the 1st pt the sd Lucy Verdin Sanders then the wife of the sd William Sanders of the 2nd pt and the Old Trustees of the 3rd pt Supplemental to the Original Settlement After reciting (inter alia) that the sd William Sanders was desirous of revoking the Original Settlement and that the then reciting Indre had been approved of by Sir Matthew Ingle Joyce one of His Majesty's Judges of the Chancery Division of the High Court of Justice as appeared by the signature of the Master attached to his Chambers in the margin thereof the sd William Sanders in exercise of the power in that behalf contd in the Original Settlement and of every and any other power enabling him in that behalf and with the sanction and approval of the Chancery Division of the High Court of Justice and with the approbation of the sd Lucy Verdin Sanders and of the Old Trustees thereby revoked the uses trusts powers and provns by and in the Original Settlement limited declared and contd of and concerning all and singular the real and personal ppty comprised in or which was then by any means subject to the subsisting uses or trusts of the same Indre

AND RECITING that by an Order of the Chancery Division of the High Court of Justice made on the 16th July 1913 by Mr. Justice Ingle Joyce in an Action intituled In the matter of the Original Settlement and made betn the sd William Sanders and Lucy Verdin Sanders Plaintiffs and the Old Trustees Defendants London No. 1912 S 574 the Court sanctioned and approved the revocation of the trusts of the Original Settlement by the sd William Sanders under and by virtue of the thereinbefore recited deed of revocation and the power in that behalf contd in the Original Settlement and did declare that the trusts powers and provns in the Original Settlement contd shld thenceforth cease and be determined And the Plaintiff the sd William Sanders having by his Counsel stated that he was desirous of making a new Settlement upon the terms of the draft which had been approved by the Judge and for the ppse of identification initialled by Counsel on behalf of the Plaintiffs and of the Defendants (the Old Trustees) respectively and also by the Public Trustee the Court did approve such Settlement and did order the Plaintiffs the sd Wm Sanders and Lucy V. Sanders to execute the same and upon the execution thereof did order and direct that the Defendants (the Old Trustees) shld convey assign transfer and pay to the Public Trustee as the Trustee of such new Settlement the trust ppty comprised therein and subject to the trusts thereof being the residue of the real and personal ppty then constituting the James Sanders Trust Fund in the Original Settlement mentd. after payment and retention of the costs therein directed to be paid and retained AND RECITING that the costs directed to be pd and retained by the sd Order had been duly pd and retained by the Old Trustees

AND RECITING that by an Indre of Settlement (thereinar referred to as the New Settlement and being the Settlement made upon the terms of the draft which had been approved by the sd Judge as thereinbefore recited) dated the 30th July 1913 made betn the sd

Wm Sanders (therein called the Settlor) of the 1st pt the sd Lucy V. Sanders of the 2nd pt and the Public Trustee of the 3rd pt after reciting (inter alia) that the Settlor was absolutely entitled to the lands rent charge and real ppty set forth in the Second Schedule thereto (of which the sd heredit therein desc'd formed pt) and was desirous of settling the same upon the trusts therein cont'd and that the sd lands rent charge and real ppty had by several Indres respectively bearing even date with but executed before the then reciting presents and respectively made betn the Old Trustees of the one pt and the Public Trustee of the other pt been assured and conv'd unto and to the use of the Public Trustee his heirs and assigns upon trust to sell the same as therein ment'd and to stand possessed of the net proceeds to arise from any such sale and the net rents and profits thereof or of the unsold pt thereof for the time being upon such trusts as shld be declared concerning the same by the then reciting Indre It was declared that the Public Trustee shld stand possessed of (inter alia) the residuary or net moneys to arise from the sale under the sd trust for sale in the several before ment'd Indres of even date therewith cont'd of the sd heredit and prems thereby respectively assured or any pt thereof Upon Trust to invest the same as and when the same shld be rec'd and to hold the same upon certain trusts as to the income thereof during the life of the Settlor and after his death in default of a child or grandchild of the Settlor who shld attain a vested interest under the trusts therein declared Upon trust for such person or persons and for such ppses as the Settlor shld by deed revocable or irrevocable to be executed with the consent and concurrence of the Public Trustee or by Will or Codicil appoint and in default of and subject to any such appointment Upon the trusts therein ment'd

AND RECITING that by an Indre dated the 12th November 1913 made betn the sd William Sanders of the one pt and the Public Trustee of the other pt after reciting (inter alia) the New Settlement and that no Conveyance of the heredit and prems intended to be conv'd by the then reciting presents (being the sd heredit therein desc'd) was made to the Public Trustee on or before the execution of the New Settlement as therein ment'd and that the sd Wm Sanders had then agreed to do so in manner therein appearing the sd Wm Sanders thereby conv'd the sd heredit therein desc'd unto the Public Trustee his successors and assigns subject to the trusts powers and provns cont'd in the New Settlement

AND RECITING that by his Will dated the 4th November 1912 the sd William Sanders devised and bequeathed all the estate and effects whatsoever and wheresoever both real and personal to which he might be entitled or which he might have power to dispose of at his decease unto and to the use of his wife the sd Lucy V. Sanders her heirs exors and admors respectively absolute and appointed her sole executrix of that his Will

AND RECITING that the sd Wm Sanders died on the 2nd June 1914 without leaving any

issue of his body him surviving and without having revoked or altered his sd Will and without having executed the sd power of appointment given to him by the New Settlement otherwise than by his sd Will

AND RECITING that the sd Will was duly proved in the Principal Probate Registry on the 24th September 1914 by the sd Lucy V. Sanders

AND RECITING that the sd Charles James Hughes one of the Old Trustees died on the 31st July 1916 leaving the surviving Trustees as the present Trustees of the Original Settlement

AND RECITING that the sd Lucy V. Sanders being absolutely entitled to the sd hereditaments therein described had requested the Public Trustee to have the same conveyed to her in fee simple which he had agreed to do

AND RECITING that the recital in the New Settlement that by several Indentures of even date therewith and made between the Old Trustees of the one part and the Public Trustee of the other part the sd lands rent charge and real property set forth in the Second Schedule thereto had been assured and conveyed to the Public Trustee his heirs and assigns was erroneous no such Conveyance having been in fact executed nor had the Old Trustees ever conveyed or assured the sd lands rent charge or real property to the Public Trustee as directed by the thereinbefore recited Order of the Chancery Division of the High Court and the legal estate in the sd lands rent charge and real property was vested in the surviving Trustees as the present Trustees of the Original Settlement

AND RECITING that in order to save the extra expense of a Conveyance to him of the legal estate in the sd hereditaments therein described and then of a Conveyance by him to the sd Lucy V. Sanders the Public Trustee had requested the surviving Trustees to join in those presents for the purpose of conveying the legal estate in the sd hereditaments therein described to the sd Lucy V. Sanders which they had agreed to do

IT WAS WITNESSED that the surviving Trustees as Trustees at the request and by the direction of the Public Trustee thereby conveyed and the Public Trustee as Trustee thereby conveyed and confirmed unto the sd Lucy V. Sanders

ALL THAT messuage or dwelling and tenement with the garden and outbuildings thereunto belonging situate in that part of the Township of Northwich which was formerly known as Castle Northwich in the County of Chester and containing by admeasurement two acres or thereabouts AND ALSO ALL THOSE three fields closes or parcels of land to the sd messuage and tenement belonging also lying and being in Northwich and containing respectively 3 acres and 33 perches, 1 acre 3 roods and 33 perches and 1 acre 2 roods and 17 perches All which sd messuage land and

heredit were known as Castle Hill Farm and comprised a total area of 8 acres 3 roods and 3 perches statute measure or thereabts and which sd heredit were more particularly delintd and descdbd in the plan drawn at the end of an Indre dated the 1st October 1907 made betn Henry James Tollemache The Honourable Walter John Stewart and Frances Mildred Coombe of the one pt and the sd James Sanders of the other pt and therein coloured green

TO HOLD the same unto and to the use of the sd Lucy V. Sanders her heirs and assigns in fee simple absolutely freed and discharged from all the trusts powers and provns of the Original Settlement and of the New Settlement but subject to the right of way mentd in the sd Indre of 1st October 1907.

DULY EXECUTED by all parties and attested.

MEMORANDUM (endorsed on the hereinbefore abstracted Indenture) as follows:

MEMORANDUM that by an Indre dated the 4th August 1923 and made betn Lucy V. Stabb (formerly the within-named Lucy V. Sanders) of the one pt and Walter Sutherst Edward Palmer Williams and William Arthur Arrowsmith (therein called the Trustees) of the other pt for the conson therein mentd a plot of land (pt of the land convd by the within-written Indre) comprising 560 sq. yds. or thereabts and as to the dimensions and boundaries thereof more particularly mentd in the plan drawn on the sd Indre and thereon edged red was convd unto and to the use of the Trustees in fee simple subject to and upon the trusts therein mentd.

1 June 1923. The sd LUCY VERDIN SANDERS intermarried with and became the Wife of John Pillar Stabb at Bristol.

1 January 1932. BY WILL of this date the sd LUCY VERDIN STABB of Castle Hill Farm Northwich in the Coy of Chester Widow appointed her brothers William Whitehead, John Whitehead, her Nephew Herbert Moss Whitehead all of Northwich in the Coy of Chester and Frederic Joseph Carr Austin of Northwich afsd Solicitors Managing Clerk to be the Exors and Trustees thereof.

DULY SIGNED and witnessed.

rd January 1932. The sd Lucy Verdin Stabb died at 10 Church Street Davenham Northwich afsd.

th June 1932. The sd Will of the sd Lucy Verdin Stabb was duly proved in the Principal Probate Registry by the Exors named in the sd Will.

MEMORANDA endorsed on the hereinbefore abstracted Probate as follows:-

By Conveyance dated 31st October 1935 made betn the within-named Wm Whitehead John Whitehead

Herbert M. Whitehead and F. J. C. Austin (the Vendors) of the one part and Gilbert Hankinson of The Poplars Middlewich Road Northwich in the Coy of Chester Builder (the Purchaser) of the other pt for the conson therein mentd the Vendors as the personal reps of the within-named Lucy Verdin Stabb decd thereby convd unto the Purchaser in fee simple All those three pieces of land forming pt of Castle Hill Farm situate in the Urban District of Northwich in the Coy of Chester contg in the whole 2.432 acres or thereabts and as to the dimensions and boundaries thereof more particularly delinted and descdbd in the plan annexed to the sd Conveyance and thereon edged red And the Vendors thereby acknd the right of the Purchaser to prodn of the within-written grant of Probate and to delivery of copies thereof.

Other Memoranda endorsed not affecting prems the subject of this Abstract.

1st March 1942.

Stamp £2

P.S.

BY CONVEYANCE of this date made betn WILLIAM WHITEHEAD of Linton Lea Piddings Drive Hartford Northwich in the Coy of Chester Retired Corn Merchant JOHN WHITEHEAD of Daneroyd Witton Park Northwich afsd Fitter HERBERT MOSS WHITEHEAD of Hartford Northwich afsd Draughtsman and FREDERIC JOSEPH CARR AUSTIN of Stonehenge Chester Road Hartford Northwich afsd Solicitors' Managing Clerk (thereinar called the Vendors) of the one pt and THE URBAN DISTRICT COUNCIL OF NORTHWICH afsd (thereinar called the Purchasers) of the other pt

RECITING

- (1) Seisin of Lucy Verdin Stabb her death Will and Probate as before abstracted
- (2) Agreement for sale

In pursuance of the sd agmt and in conson of £394. 15. 3. pd etc (the rect etc)

IT WAS WITNESSED as follows:-

1. The Vendors as personal reps of the sd Lucy V. Stabb decd thereby convd unto the Purchasers ALL THAT piece or parcel of land forming pt of Castle Hill Farm situate in the Urban District of Northwich in the Coy of Chester contg in the whole 21,054 sq. yds. or thereabts and as to the dimensions and boundaries thereof more particularly delintd and described in the plan annexed thereto and thereon edged red TOGETHER with full right and liberty for the Purchasers and their successors in title owners or occupiers for the time being of the sd ppty and their undertenants and servants in common with all other persons for the time being having the like right at all times and for all ppses with or without horses carts or other vehicles to pass and repass over and along so much of the occupation road shewn on the sd plan as was thereon coloured brown

TO HOLD unto the Purchasers in fee simple

2. COVENANT by the Purchasers with the Vendors that the Purchasers and their successors in title wld at all times thereafter contribute a fair and proper proportion of the expense of maintaining and repairing the occupation road shewn on the sd plan.
3. AGREEMENT AND DECLARATION that the walls and fences separating the ppty thereby convd from the adjoining ppty on the northerly westerly and pt of the easterly sides as shown by a "T" mark inwards on the sd plan shld be deemed to belong to the Purchasers and shld be repairable accordingly.
4. ACKNOWLEDGEMENT by the Vendors of the right of the Purchasers to prodn of the documents mentd in the Schedule thereto and to delivery of copies thereof.
5. CERTIFICATE as to value(£500).

THE SCHEDULE above referred to.

31st October 1916. CONVEYANCE of this date hereinbefore abstracted.

28th June 1932. PROBATE OF THE WILL of Lucy V. Stabb decd hereinbefore abstracted.

DULY EXECUTED by the Vendors and sealed by the
Purchasers and attested.