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A B S T R A C T of the T I T L E

_____ of _____

MR. WALTER BOYTON to a freehold
Messuage and premises situate in HARVEY
GOODWIN AVENUE, ST. LUKE'S PARK ESTATE,
VICTORIA ROAD in the BOROUGH of
_____ CAMBRIDGE. _____

Recd 9, Oct. 1925

A B S T R A C T of the T I T L E

of

MR. WALTER BOYTON to a freehold Messuage and
premises situate in HARVEY GOODWIN AVENUE, ST.
LUKE'S PARK ESTATE, VICTORIA ROAD in the BOROUGH
of CAMBRIDGE

AS TO PART THEREOF

1914
10-3
marked
read.
in office
1/24
Walker
M. J. Shaw
26

B Y I N D R E of this date made between Edward Brown of 17 Clapton Square London Warehouseman
and Frances Brown his Wife of the first part Ann Beales of Dawlish in the County of Devon Widow
of the 2nd part Charlotte Mary Lenton of 14 Fitzwilliam Street Cambridge Spinster of the 3rd part
and Herbert Charles Coulson of 37 St. Andrew's Street Cambridge in the County of Cambridge
Builder (thereinafter called the Purchaser) of the 4th part

A F T E R R E C T G that at the date of his Will next thereafter recited
and thenceforward up to his decease Jonas Lenton of Cambridge aforesaid Butcher
was seised or possessed of the heredita thereafter described and intended to
be thereby assured which were originally allotted by an Award made by the
Commissioners under an Act for enclosing lands in the Parish of Chesterton in
said County to John Haviland in compensation for certain heredita held for the
unexpired residue of a term of 2,000 years from the 25th year of the Reign of
Queen Elizabeth for an estate of at least equal duration with the said term
subject to an Indenture of Lease dated 4th June 1849 whereby the said heredita
were demised to the Trustees of the Industrial School for a term of years which
expired on 29th September 1889 but otherwise free from incumbrances

A N D R E C T G that by his Will dated 18th July 1862 the said Jonas Lenton
after appointing Richard Day Lenton of Cambridge College Cook and Richard Toller
of Trumpington in the County of Cambridge Farmer to be Executors and Trustees

thereof and bequeathing his furniture and household effects to his Wife Bequeathed all the residue of his personal estate unto said Richard Day Lenton and Richard Teller Upon Trust to sell convert and get in the same when and as the Trustees or Trustee for the time being of his Will should in their or his discretion deem it most advantageous so to do and he directed his Trustees for the time being to stand possessed of the moneys to arise therefrom Upon trust thereout to pay all his just debts (except Mortgage debts) his funeral and testamentary expenses and in the next place to pay or apply such moneys in or towards satisfaction of any mortgage debt or debts which at his decease might be charged upon his real estate or any part thereof and Upon trust to invest the ultimate surplus and to pay the yearly income of the same unto his wife during her life And after her decease as to as well the capital as the annual income of the same in trust for all the children of the said R. D. Lenton who should be living at his decease in equal shares for their respective absolute use and benefit Testator devised all the real estate (except estate vested in him as Mortgagee or Trustee) to which he should be entitled at his decease unto his wife and her assigns for her life and after her decease he devised same real estate unto such of the children of the said R. D. Lenton as should be living at his the Testators decease their heirs exors admors and assigns according to the nature and tenure thereof in equal shares as tenants in common

A N D R E C T G death of the said Jonas Lenton on 15th October 1862 without having revoked or altered his said Will except by a Codicil dated 13th October 1862 not affecting the appointment of Exors or the bequest and devise therein recited and proving of the said Will and Codicil on the 24th day of November 1862 in the Peterborough Probate Registry

A N D R E C T G that Frances Brown (who intermarried with Edward Brown on 24th June 1866) Ann Beales and Charlotte Mary Lenton were the only children of the said R.D. Lenton living at the decease of the said Jonas Lenton

A N D R E C T G that the said R. D. Lenton and Richard Toller after the decease of the said Jonas Lenton treated the said hereditas as being comprised in the said devise and did not convert the same but allowed the beneficiaries to assume possession of the said hereditas and they had consequently been in possession of the said hereditas without giving any acknowledgment to the said R. D. Lenton or Richard Toller or any other person for a period of forty years and upwards

A N D R E C T G Matilda Lenton (the Widow of Jonas Lenton then Matilda Ayers died on the 16th April 1885

A N D R E C T G agreement for sale

I T W A S W I T N E D that in pursuance of said agreement and in consonance of the sum of £950 paid by the Purchaser as to £316. 13. 4 one equal third part thereof to the said Edward Brown and Frances Brown (the rect &c.) as to £316.13.4 one other equal third part thereof to the said Ann Beales (the rect &c.) and as to £316.13.4 the remaining equal third part thereof to the said Charlotte Mary Lenton (the rect &c.) the said Frances Brown as Beneficial Owner of one equal third share of the said hereditas with the concurrence of the said Edward Brown Did thereby convey and assign and the said Edward Brown as Beneficial Owner of the same share Did thereby convey and assign and the said Ann Beales as Beneficial Owner of one other equal third share of the said hereditas Did thereby convey and assign and the said Charlotte Mary Lenton as Beneficial Owner of the remaining equal third share of the said hereditas Did thereby convey and assign unto the Purchaser

A L L T H A T piece of land lying in the Parish of Chesterton in the said County of Cambridge containing 5a. 3r. 37p. (more or less) forming part of an original allotment of 7a. 2r. 4p. bounded on the North by property of Gurney's Trustees on the South by the St. Luke's School and Victoria Road on the East by property of William Denson Pleasance

Cooke and others and on the West by other property.
of or about to be conveyed to the Purchaser all
which hereditaments were more particularly delineated
and described in the Plan drawn thereon and thereon
coloured pink and blue

T O H O L D the same

UNTO AND TO THE USE of the Purchaser his heirs executors and assigns according to the nature and tenure thereof for all the residue then unexpired of the said term of 2000 years and for such further estate if any as the respective parties thereto were entitled to convey subject to the right of Way and any rights of light and air which the Trustees of the Harvey Goodwin Home had over the part of the premises coloured blue in the said plan

E X T E N D by all parties other than the Purchaser
and attested

ber 1914

M E M O R A N D U M of ACKNOWLEDGMENT by Frances Brown signed by Edwin D. Hull a Perpetual
Commissioner

ber 1914

B Y D E E D P O L L of this date under the hand and seal of the said Herbert Charles Coulson

R E C O T G that by an Indenture of Lease dated 25th November 1852 and made between
Thomas Brachyn of the one part and Robert Beaumonde of the other part All those
40 acres of arable land and Leys lying and being in the several fields in
Ochesterton in the said County of Cambridge therein particularly described were
demised to the said R. Beaumonde for the term of 2000 years from the date thereof
without any trust or right of redemption affecting the term in favour of the
freeholder or any other person subject to the yearly rent of 2d. but without any
liability to determination by re-entry for condition broken

A N D R E C T G that by divers meane assignments acts of the law and events and ultimately by an Indenture of Assignment dated 11th October 1831 and made between Henry Green of the first part Edward Humphreys Green of the second part and John Haviland of the 3rd ^{part} of the premises comprised in the said term consisting of several pieces of arable land situate and being dispersedly in the fields and bounds of Chesterton aforesaid containing by estimation 10 acres (more or less) were assigned to the said J. Haviland for all the residue then unexpired of the said term

A N D R E C T G that by an Award dated 14th December 1840 and made by the Commissioners under an Act for enclosing lands in the Parish of Chesterton aforesaid there was duly awarded to the said J. Haviland in lieu of and as full compensation for his leasehold open fields and commons in the said Parish (being part of the premises comprised in the said Indenture of Assignment) one piece of land or ground containing 7a. 2r. and 4p. lying in the West Field in Chesterton aforesaid and therein particularly described

A N D R E C T G by divers meane assignments acts in the law and events and ultimately by the before abstracted Indre of Conveyance dated 20th June 1914 the before abstracted premises were conveyed and assigned unto the said H. C. Coulson his heirs exors admors and assigns as before abstracted

A N D R E C T G that no rent was referred to in the said Award and no rent had accordingly ever been paid in respect of the premises comprised therein and if there ever was any rent payable in respect thereof such rent would only be a small fraction of the said rent of 2d. and would be of no money value and would also by reason of the great lapse of time and the presumption of a release consequently arising have in any case long since ceased to be payable

A N D R E C T G that the said H. C. Coulson was desirous of enlarging the said term into a fee simple

I T W A S W I T N E D that by virtue of the powers vested in him under the Conveyancing Acts 1881 and 1882 the said H. C. Coulson Did thereby declare that from and after the execution of

now abstracting presents the residue then unexpired of the said term of 2000 years should as regards such part or parts of the said hereditis comprised in the said term as were then vested in him as aforesaid be and the same then was enlarged into a fee simple

E X T E N D by said H. C. Coulson and attested

AS TO THE REMAINING PART THEREOF

B Y I N D R E of this date made between the said Edward Brown of 17 Clapton Square London Warehouseman and Charles Stretton of Castle Hill Cambridge M.V.O. Chief Constable of the County of Cambridge (thereinafter called the Vendors) of the one part and the said Herbert Charles Coulson (thereinafter called the Purchaser) of the other part

A F T E R R E C T G that at the date of his Will next thereafter recited and thenceforward up to his decease the said Richard Day Lenton late of Cambridge aforesaid College Cook was seised in fee simple in possession free from incumbrances of the hereditis thereafter described and intended to be thereby assured

A N D R E C T G that by his Will dated 30th May 1870 the said Richard Day Lenton after appointing Charles Wisbey of Cambridge Auctioneer and his sons-in-law the said Edward Brown and Edward Beales to be Executors of his Will and making certain bequests devised unto said Charles Wisbey Edward Brown and Edward Beales his heirs and assigns his real estate situate at Chesterton in the County of Cambridge and elsewhere Upon trust during the life of his wife to let and manage the same estates and premises in such manner as his said Trustees or the Trustees or Trustee for the time being of his said Will might deem most advantageous and by and out of the rents to pay unto his said Wife an annuity of £300 and upon the death of his said wife as to his real estate at Chesterton and elsewhere Upon trust to sell the same either together or in parcels by public auction or private contract with power to make any special or other conditions as to title or evidence of title or otherwise and to receive the sale moneys and pay and divide the surplus

thereof after deducting their expenses amongst the persons therein named

AND the Testator declared that the reots of his said Trustees or Trustee should exonerate Purchasers or others from all liability in respect of the application of the moneys thereby expressed to be received and that vacancies occurring in the Trusteeship of his Will from death in his lifetime or otherwise disclaimer resignation unfitness or incapacity might from time to time be supplied by the other Trustees or Trustee for the time being

A N D R E C T G death of the said R. D. Lenton on 9th September 1870 and proving of his said Will on the 21st October 1870 in the Peterborough District Probate Registry by the Exors therein named

A N D R E C T G death of the said Charles Wisbey on 20th October 1884

A N D R E C T G death of Mary Lenton (Widow of the said R.D.Lenton) on 7th December 1886

A N D R E C T G death of said Edward Beales on 23rd May 1897

A N D R E C T G that by an Indre dated 20th July 1901 made between the said Edward Brown of the one part and the said Charles Stretten of the other part and reciting the Ambfe abstracted Will of the said R.D. Lenton his death and Probate of his sd Will and reciting the deaths of the said C. Wisbey and E. Beales and rectg that sd E. Brown was desirous of appointing sd C. Stretten to be a Trustee of the said Will in the place of the sd E. Beales and Rectg that Testators debts and legacies had been paid and the trusts of his Will other than those relating to the trust funds and premises mentioned in the Schedule thereto had been fully executed and reciting that the trusts funds and premises then subject to the trusts of the said Testators Will were represented by the particulars contained in such Schedule and it was intended that all said investments and premises (in so far as they might not pass under the declaration thereinafter contained) should be transferred into the joint names of the said E. Brown and C. Stretten immediately after the execution thereof it is by the now reciting Indre witned

that in exercise of the power for that purpose given to him the said E. Brown by the said rectg Will and every or any other power enabling him in that behalf he the said E. Brown Did thereby appoint said C. Stretten to be a Trustee of the said Will in the place of the said C. Wisbey and E. Beales deceased and jointly with him said E. Brown for the purposes of the said Will of sd R.D. Lenton or such of the same purposes as might be subsisting and capable of taking effect and it is by the now rectg Indre declared by said E. Brown that all and singular the heredita things in action money funds effects and property specified in the Schedule thereto and the right to receive and recover the same and all other (if any) heredita moneys funds effects and property whether real or personal (including things in action and the right to receive and recover the same) which were then subject to the trusts of said Will of said R. D. Lenton (not being a legal estate or interest in copyhold or customary lands or heredita and not being lands or heredita vested in said E. Brown by way of mortgage for securing money subject to said trusts) should vest in said E. Brown and C. Stretten their heirs exors admors and assigns respectively (according to the nature of the property) as joint tenants for all such estate and interest as said E. Brown had therein respectively immediately before the execution of now abstracting presents and upon the trusts and subject to the powers and provisions applicable thereto respectively by virtue of the said Will or otherwise

THE SCHEDULE referred to in recited Indre First Part (Inter alia)

A small piece of freehold land in Victoria Road in the said Parish of Chesterton in the occupation of Black French

— AND RECTG agreement for sale

I T W A S W I T N E E D that in psuance of sd agreement and in conson of the sum of £1,850 then paid by the Purchaser to the Vendors (the rect &c.) the Vendors as Trustees did thereby grant and convey unto the Purchaser

A L L T H A T piece of freehold land lying in the Parish of Chesterton in the said County of Cambridge

originally divided into two portions found by
ancient admeasurement to contain 4a & 3a. 3r. 2p.
respectively but the whole whereof by recent
admeasurement was found to contain 7a. 3r. 22p.
(more or less) bounded on the North by property of
Gurney's Trustees on the South by Victoria Road and
the Harvey Goodwin Home on the East by other
property of or about to be conveyed to the Purchaser
and on the West by French's Road and various
cottages belonging to several owners All which
hereditis are more particularly delineated and
described in the plan drawn on now abstracting Index
and thereon colored pink

TOGETHER with the right for the Purchaser his heirs
and assigns his and their tenants servants workmen
and others by his and their direction with all other
persons who have the like right to pass and repass
over and along the way or passage shown on the said
plan and thereon colored yellow into French's Road
aforesaid such way or passage being of the width of
14 feet between the points marked "A" and "B" on
the said plan but varying in width from 3 feet to
12 feet between the points marked "B" and "C" thron

TO HOLD the same

UNTO AND TO THE USE of the Purchaser in fee simple subject

nevertheless to the restrictions mentioned in the First Schedule
thereto

A C K N O W of the right of the Purchaser to the production and delivery of copies of documents in

Second Schedule

THE FIRST SCHEDULE before referred to

NO building other than a wall or fence not exceeding 6 feet in height to be erected within 20 feet of the boundary of the Harvey Goodwin Home on the North and West sides thereof

NO building to be erected on the piece of land surrounded with a blue verge line on the said plan so as to exceed in height when completed and measured from the ground to the top of the roof the present height of the premises of the Harvey Goodwin Home

THE SECOND SCHEDULE before referred to

1864 June 28th INDRE of CONVEYANCE so dated made between John Ballard and Matilda his Wife of the 1st part Frances Lenton Ann Lenton and Charlotte Mary Lenton of the 2nd part and Richard Day Lenton of the 3rd part

1901 July 20th THE hereinbefore recited Indre of this date made between Edward Brown of the one part and Charles Stretten of the other part

E X T E D by the Vendors and attested

AS TO THE WHOLE

B Y I N D R E of this date made between the said H. C. Coulson (thereinafter called "the Vendor") of the one part and Coulson & Son Ltd. whose registered office was situate at 37, St. Andrew's Street in the Borough of Cambridge (thereinafter called "the Company" of the other part

A F T E R R E C T G seisin of the Vendor

A N D R E C T G that under the Contract for sale of the business of the Vendor to the Company the Vendor agreed to sell to the Co. the said freehold premises at the price of £2122

A N D R E C T G that it was further agreed that the said purchase money of £2122 should be satisfied by the Allotment to the Vendor or his nominees of 2122 Shares of £1 each in the capital of the Co. to be issued as fully paid up

A N D R E C T G that immediately prior to execution of abstracting presents such shares had been allotted to the Vendor or his nominees (as the Vendor thereby

IT IS WITNESSED as follows:-

(1) IN consideration of allotment of said shares as thereinbefore recited the Vendor as beneficial owner thereby conveyed unto the Co.

FIRSTLY ALL THAT piece of land lying in the Parish of Chesterton and County of Cambridge comprising 6a. 0r. 2lp. being part of the 7a. 3r. 22p. comprised in the before abstracted Indre of 20th June 1914 and more particularly described in the plan drawn thereon

TOGETHER with a right of way along the passage leading to French's Road and colored yellow on the said plan

SECONDLY ALL THAT piece of freehold land adjoining on the East of the freehold land first thereinbefore conveyed and situate in the Parish of Chesterton and County of Cambridge and comprising 5a.3r.6p. or thereabouts being part of the 5a. 3r. 27p. (more or less) comprised in before abstracted Indre of Conveyance dated 20th June 1914 and more particularly described in the plan drawn thereon and thereon colored Pink

TO HOLD the same

UNTO AND TO THE USE of the Coy. in fee simple

EXTENDED by the said H.C.Coulson and attested

THE Common Seal of Coulson & Son Ltd. duly affixed

BY INDRE of this date made between the said Coulson & Son Ltd. (hereinafter called "the

Vendors') of the one part and Walter Bopton of St. Luke's Park Victoria Road in the Borough of Cambridge Builder (thereinafter called "the Purchaser") of the other part

A F T E R R E C T G seisin of the Vendor and agreement for sale of the hereditaments thereinafter described for the sum of £412. 10. 0

I T I S W I T N E D that in pursuance of the said agreement and in consonance of the sum of £412. 10. 0 then paid by the Purchaser to the Vendors (the rect &c.) the Vendors as beneficial owners thereby conveyed unto the Purchaser

A L L T H O S E five plots of freehold land forming part of the St. Luke's Park Estate Victoria Road in Chesterton in the said Borough and County of Cambridge having collectively a frontage to a proposed new road to be called Harvey Goodwin Avenue of 110 feet and a uniform depth of 120 feet or thereabouts which plots of land formed plots Nos. 113, 114, 115, 116, & 117, on the Plan of the said Estate and were with the abutments and boundaries thereof more particularly delineated and described on the plan drawn on abstracting presents and thereon colored Pink

TOGETHER with full right and liberty for the Purchaser his heirs and assigns the owners or occupiers of the said Plots of Land thereby conveyed his and their tenants undertenants and servants at all times thereafter by day or by night and for all purposes with or without horses carts carriages waggons or motor Cars laden or unladen to go pass and repass over and along the Roadways colored Yellow on the said plan

AND ALSO full right to use all sewers drains and
watercourses passing under or along Harvey Goodwin
Avenue aforesaid

T O H O L D the same

UNTO AND TO THE USE of the Purchaser in fee simple subject to the
obligations and restrictions and the conditions set out in the
First Schedule thereto

C O V E R by the Purchaser for himself his heirs and assigns the owner or owners for the time
being of the land thereby conveyed with the Vendors their successors and assigns

TO perform and observe the several obligations and restrictions specified in
the said First Schedule thereto

C O V E R by Vendors for themselves their successors and assigns with the Purchaser his heirs and
assigned

THAT they would keep the said Roadway known as Harvey Goodwin Avenue and the
Footpaths therein and the sewers drains and watercourses passing under or along
the said Road in repair until the same should be taken over by the Local
Authority

A C K N O W L E D G E by Vendors of the right of the Purchaser to production and delivery of copies of
the documents of title specified in the 2nd Schedule thereto and undertaking for safe custody
thereof

C E R T I F Y as to value for stamp duty purposes

THE FIRST SCHEDULE therein referred to

1. THE Purchaser should within one calendar month after the completion of his purchase erect
and for ever afterwards maintain good and sufficient fences not less than four feet high on the
side or sides of the plots marked "T" on the plan thereto annexed
2. NO building or erection except windows and porches should be set up on any of the Plots
which was nearer to the frontage than was indicated by the ten feet building line on the said
plan

3. PLANS of all buildings intended to be erected should be submitted to the Vendors for approval at least one calendar month before the commencement thereof and no building should be erected or commenced without such approval (such approval not to be unreasonably withheld)
4. NOT more than one dwellinghouse should be erected on each plot
5. NO building other than a private dwellinghouse with suitable outbuildings should be erected and no trade or business should be carried on upon any plot other than a shop plot
6. THE property until built upon should be used as arable or pasture land only and no advertisement or other hoarding should be erected thereon except hoardings announcing that the property might be for sale or to let.
7. NO shows booths swings roundabouts or caravans should be placed used or allowed to remain upon any plot
8. NO right to light or air over adjoining or neighbouring plots should be implied in favour of the Purchaser or his heirs
9. THE Vendors should be at liberty to alter or vary the plan of the Estate or the road or roads intended to be constructed or might sell any plot or plots or the whole remainder of the estate free from these obligations and restrictions or any of them or with other obligations or restrictions and these obligations and restrictions should not in any way be treated as binding on the Vendors but subject as aforesaid the burden and benefit of the obligations and restrictions imposed should run with the land as far as the law allowed and be enforceable by various purchaser and their assigns against one another

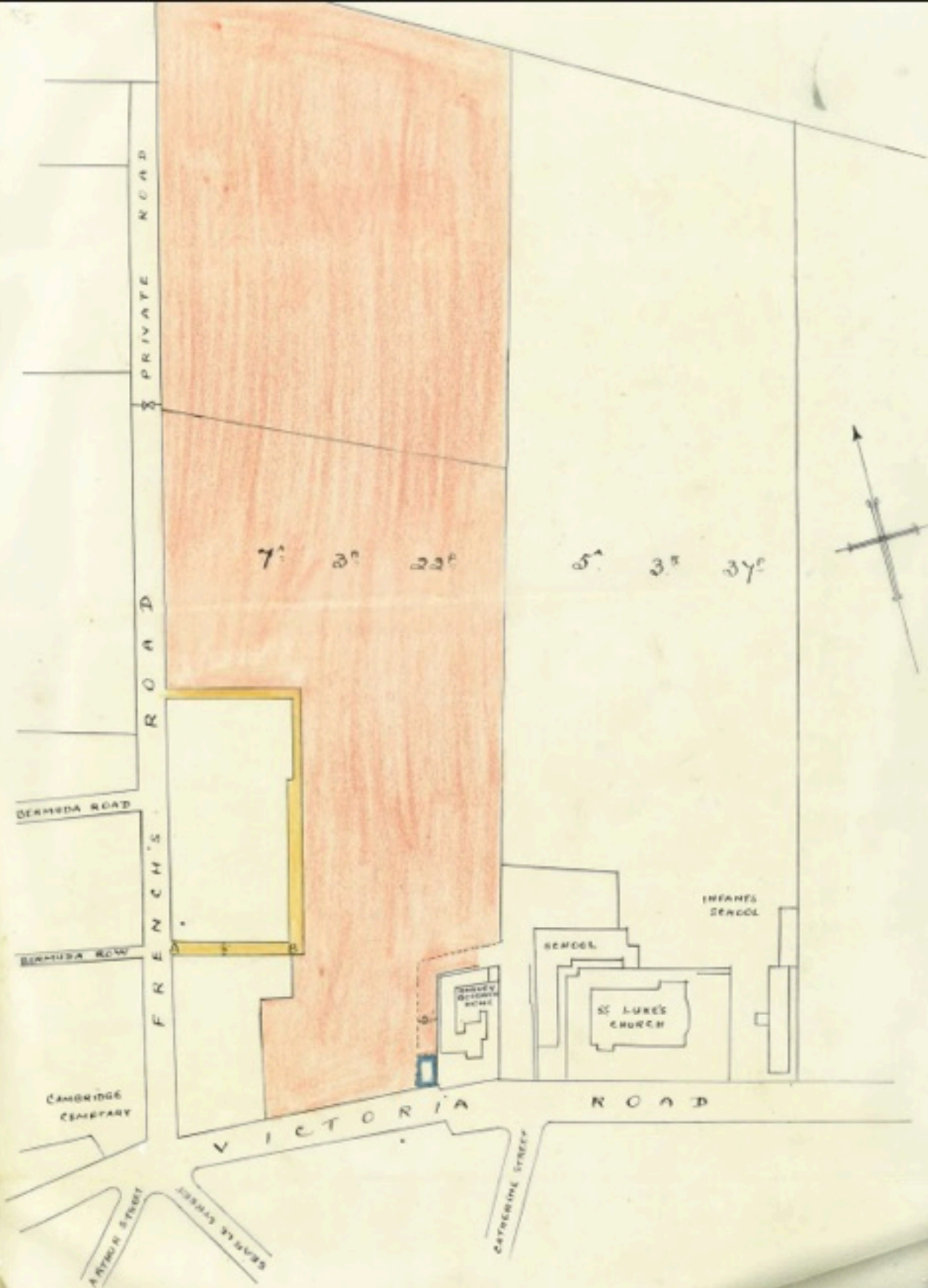
THE SECOND SCHEDULE above referred to

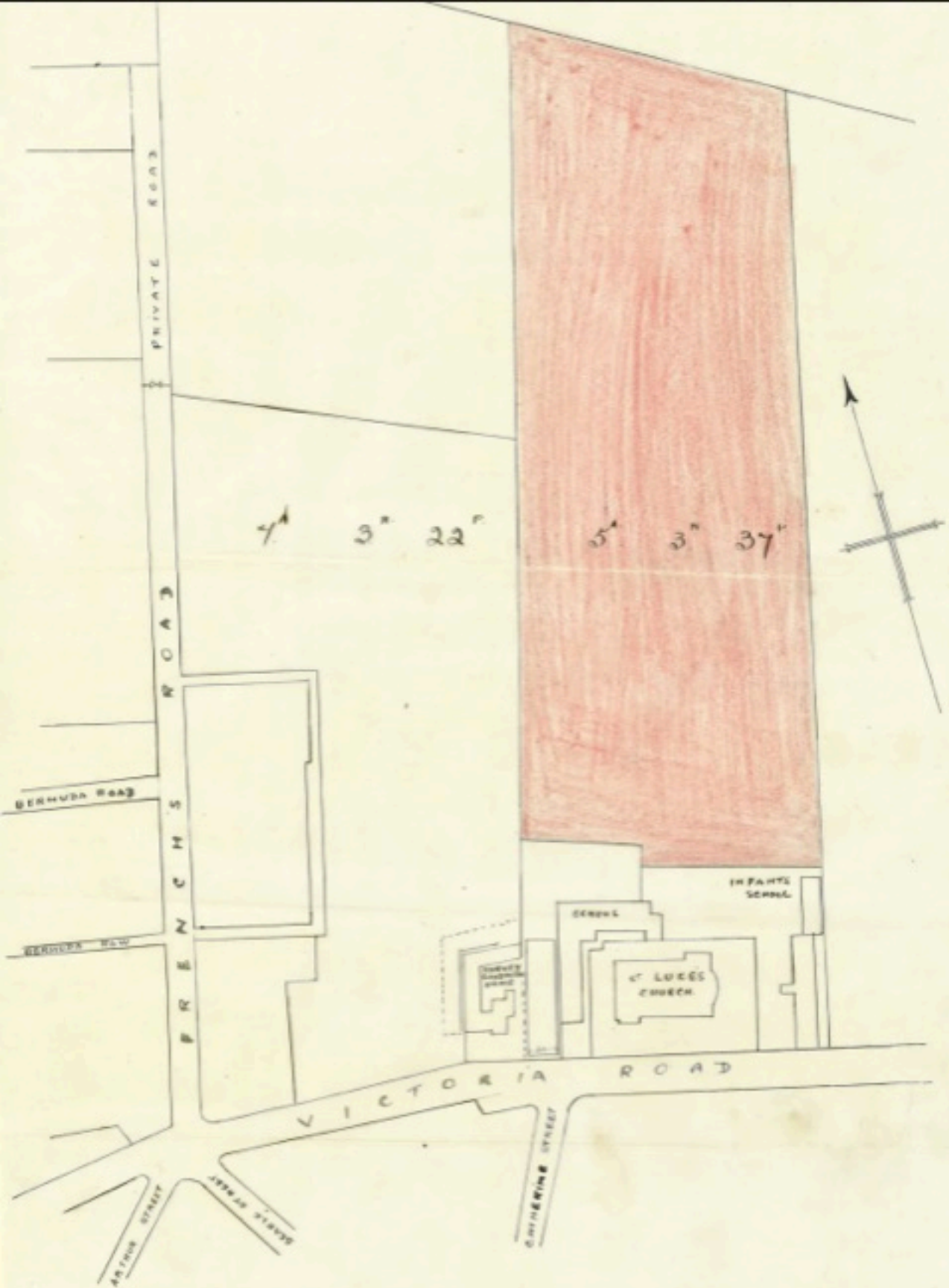
<u>20th June 1914</u>)	
<u>10th October 1914</u>)	
<u>20th June 1914</u>)	<u>THE</u> hereinbefore abstracted and recited Indres of these respective dates
<u>29th December 1920</u>)	

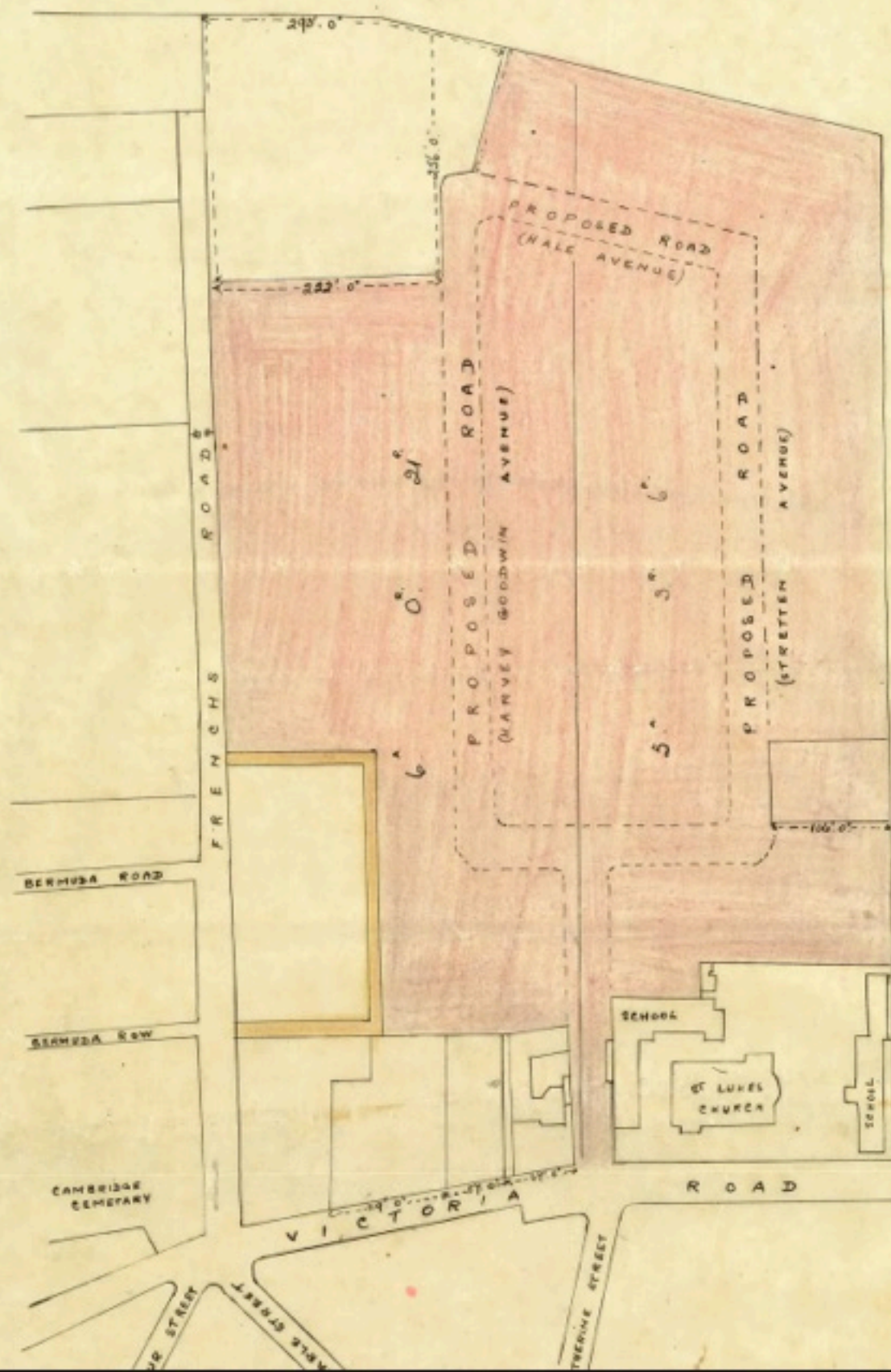
THE Common Seal of Coulson & Son Ltd. duly affixed

in the presence of the Secretary and 2 Directors

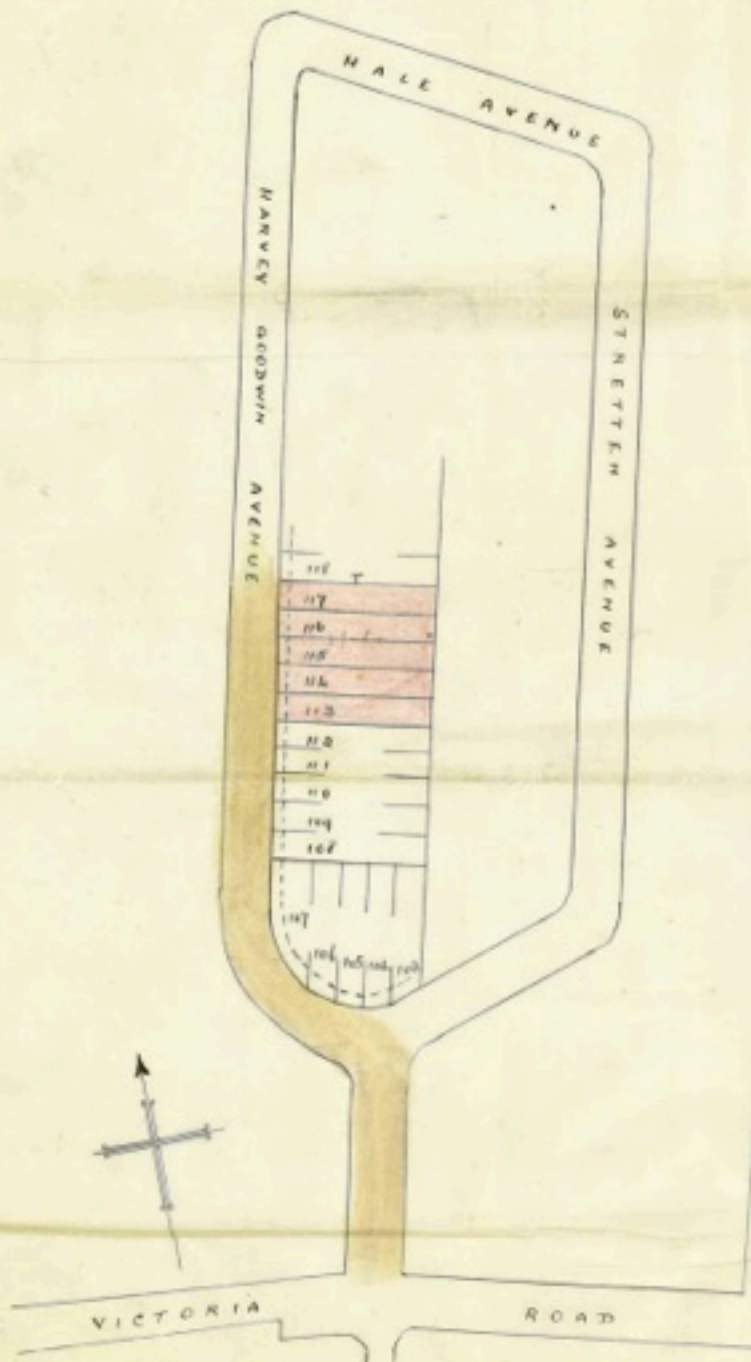
E X T E N D by Walter Boyton and duly attested







Conveyance of
29/10/1924



20th June 1914

Alf 29-10-0
Abt prod marked
"Oyle prod" read.
at Winkler's Office
Canbe

7/10/24

Ad Walker "

Jury W Stanley Shaw

28/1/26

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Figure 1: Page 1

29th December 1920

B Y I

adjudicated
£ 21-10-0
Abt marked as b/c

Read
JWS
28/1/26

Vendor

Andrew

Figure 2: Page 10

18th June 1914

Abt prod as b/c
Read
JWS
28/1/26

MEMORANDUM

Commissioner

29th October 1924

B Y I

Figure 4: Page 11

10th October 1914

B Y DEED

10/-
Abt prod as b/c
Read
JWS
28/1/26

Figure 3: Page 4

20th June 1914

B Y

Slant 18-10-0
20/-
Abt prod marked
as b/c
Read
JWS
28/1/26

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Figure 5: Page 6