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WATERLOW & CO. LIMITED
LONDON WALL
LONDON



This Indenture

made the twentieth day of December one thousand

eight hundred and ninety five Between Alfred Salway of Overton in the County of Salop Esquire of the one part and Ethel Jane Foster of Moor Park in the County of Salop aforesaid spinster of the other part, Whereas the said Alfred Salway is seized for an estate of inheritance in fee simple in possession of the hereditaments hereinafter described and expressed to be hereby granted known as "The Moor Park Estate" and adjoining Moor Park aforesaid & subject as to part of the said hereditaments to the yearly Rent Charge next hereinafter referred to, and subject also as to part thereof to certain Commonable rights And Whereas at the date of the Indenture next hereinafter mentioned the greater part of the said hereditaments hereinafter described and expressed to be hereby granted were together with parts of the said Moor Park Estate charged under the Will of James Wacker dated in or about the year one thousand six hundred and twenty four with the annual Rent Charge of Twenty pounds payable to the Trustees of the Sudlow Municipal Charities for the benefit of a Charity known as Wacker's Charity And Whereas by an Indenture dated the nineteenth day of May one thousand eight hundred and seventy four and made between the said Alfred Salway of the one part and Jonas Foster (since deceased) of the other part (executed) upon the occasion of the sale by the said Alfred Salway to the said Jonas Foster of the said Moor Park Estate the said Alfred Salway covenanted with the said Jonas Foster his heirs and assigns that he the said Alfred Salway his heirs or assigns (owners of the said Moor Park Estate) would at all times thereafter pay the said yearly sum of Twenty pounds and indemnify the said Jonas Foster his heirs and assigns therefrom, and further that the said yearly sum should for ever thereafter be exclusively charged upon and issuing out of the said Moor Park Estate in exoneration of the said Moor Park Estate And whereas the said Alfred Salway has agreed with the said Ethel Jane Foster for the sale to her (subject only so far as the same are subject thereto to the said Annual Rent Charge and to the said Commonable rights) of the said hereditaments hereinafter described and expressed to be hereby granted together with all now houses, gates, fencing, wire fencing and sitting now upon the said hereditaments and belonging to the said Alfred Salway for the sum of Fourteen thousand pounds And whereas it has been agreed that the said Ethel Jane Foster shall enter into such covenant with the said Alfred Salway as is hereinafter contained in respect of the said Annual Rent Charge Now this Indenture witnesseth that in pursuance of the said agreement for sale and in consideration of the sum of Fourteen thousand pounds paid by the said Ethel Jane Foster to the said Alfred Salway (the receipt whereof the said Alfred Salway doth hereby acknowledge) The said Alfred Salway as Beneficial owner doth hereby grant unto the said Ethel Jane Foster All that Mansions House with the Park and Farm messuages, lauts, commons and commonable woods and hereditaments occupied or held therewith containing Five hundred and eighty six acres nine perches or



6045



thereabouts and known as The Hayes Park Estate and situate in the Counties of Salop and Hereford which premises are more particularly described in the first Schedule hereto and are delineated or shown on the map or plan drawn on these presents and thereon surrounded by a red verge line such Schedule and map being respectively taken from the Ordnance Survey Map and Book of Reference Together with all Manorial and sporting rights and services accustomed or payable in respect of or affecting the same premises or any part thereof. And all timber and underwood thereon And together with one moiety of the road shown by the black dotted lines on the said plan and running along the North and North East sides of the lands hereby assured between the points marked **A** and **B** on the said plan and together with a right of road and way for all purposes but in common with the said Alfred Salway his heirs and assigns over the whole of the said road and so that the said Alfred Salway his heirs and assigns or shall have no other right of way whatever (except as one of the public over the ordinary public ways if any) over any part of the said lands hereby assured. And also, so far as the said Alfred Salway can lawfully grant the said Together with the right of laying down pipes under Highway Common as nearly as may be in a straight line from the plot of land Numbered 279 to the plot of land Numbered 243 on the said plan for the purpose of conveying water from a spring situate on the plot of land Numbered 12 on the said plan to the detached piece of land situate at the South Eastern bearing corner of the said plan and divided from the rest of the said lands hereby assured by property belonging to Mrs. Hannah Jane Foster. But so nevertheless that the said Ethel Jane Foster her heirs and assigns shall take all proper and sufficient steps to prevent injury or damage in the course of the works necessary for laying such pipes and shall after completion of such works restore and make good the surface in all respects and shall indemnify the said Alfred Salway his heirs and assigns from all claims for damage or otherwise consequent upon such works. To hold the said premises hereinbefore expressed to be hereby granted, Subject as to such parts thereof as are subject thereto to the said yearly rent charge of Twenty pounds or such sum as is now payable in respect thereof and subject as to such parts of the same premises as are subject thereto to the commonable rights subsisting therein or affecting the same but free from all other incumbrances unto and to the use of the said Ethel Jane Foster in fee simple And the said Ethel Jane Foster doth hereby Covenant with the said Alfred Salway his heirs or executors administrators and assigns that she the said Ethel Jane Foster her heirs and assigns will hereafter pay the said yearly Rent Charge of Twenty pounds and will at all times keep the said Alfred Salway his heirs executors administrators and assigns and the other lands of the said Alfred Salway upon which such Rent Charge may be ^{chargeable} ~~payable~~ effectually indemnified against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever in respect of the same Rent Charge. And further that the said Annual Rent Charge shall be exclusively charged in exoneration of all other properties charged therewith upon such part of the said



lands hereby assured as are now subject thereto and charged therewith And the said Alfred Salway hereby acknowledges the right of the said Ethel Jane Foster to production of the documents of title specified in the Second Schedule hereto and which are now in the possession or under the control of the said Alfred Salway and to delivery of copies thereof and hereby undertakes for the safe custody thereof. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

The First Schedule above referred to.

Number on Plan	Particulars.	Ordinance areas.	A R P		
			A	R	P
<u>Charles Jones, Tenant.</u>					
46.	House, Buildings and Garden .....	.087			
44.	Meadow	1.411			
118 and 45.	The Close	1.174			
341.	Pasture	1.879			
343.	Pasture	3.550			
		8.401	8	1	24
<u>Charles Woodhouse.</u>					
15 and 16.	Pasture	3.017			
273	Do	2.344			
274, 275, 276.	Do	1.625			
283.	House, Buildings &c .....	.250			
286.	Meadow	1.992			
340.	Pasture	4.432			
		13.660	13	2	26
<u>Alfred Salway, Esq</u>					
19.	Waste .....	.083			
part 20.	Sturery .....	.300			
284.	Broad Yard .....	.313			
289.	Meadow	1.282			
272.	Plantation .....	.743			
		2.721	2	2	35
10-17 47.	Cottage and Garden (Childs) ..	.161			
17.	Do (Hancrofts) ..	.488			
part 20.	Do (Steeple) ..	.287			
part 20	Do (Northwood) ..	.200			
		1.136	1	0	22
<u>James Davis.</u>					
342.	Pasture .....	.902			
344.	Do	1.639			
	Carried forward	2.541	25	3	27





Number on Plan		Particulars.	Ordnance Areas	A. R. P.		
		Brought forward	2.541	25	3	27
		<u>James Davis (continued)</u>				
346.		Pasture	1.839			
279.		Cottage and Garden . . . . .	.587			
12.		Old Hop Ground	4.474			
13.		Do. . . . .	.912			
277.		Do.	2.721			
278.		Do.	1.074			
1.		Arable Field between Common and Park	1.618			
			<u>15.786</u>	15	3	6
		<u>Mr. Foster.</u>				
1.		Maple Tree Piece	8.532			
2.		Hollands Piece	3.910			
3.		Taylor's Piece	11.213			
4.		Part Old Park	2.707			
5.		Do. . . . .	.299			
6.		Do.	1.144			
147.		Raddock and Part Old Park	8.800			
148.		Haye Park House and Buildings	1.076			
149.		Low House Piece	6.602			
150.		Pool Meadow	9.262			
157.		Do.	4.961			
158.		The Long Meadow	5.067			
159.		Do.	4.409			
160.		Croft . . . . .	.749			
			<u>68.731</u>	68	2	37
		<u>Alfred Salway, Esq.</u>				
7.8.10.11.12.		Haye Park	184.727	184	2	36
		<u>Commonable Lands.</u>				
Part 151.		Haye Park Wood	271.018			
48.		Part Do. (Chropshire) . . . . .	.368			
163		Part Quarry . . . . .	.014			
14.		Quarry on Common . . . . .	.458			
47.		Batehcott Common	10.400			
51.		Do.	2.450			
part 814.		Overtin Common . . . . .	.660			
53.		Do.	1.195			
			<u>286.563</u>	286	0	26

Number or Plan.	Particulars.	Ordained area.	A	R	P
	Brought forward)	286.563	295	0	26.
	<i>Commonable Lands (Continued)</i>				
54.	Oulton Common	2.574			
part 85.	Do.	1.227			
161.	Do. (Herefordshire) . . . . .	.071			
162.	Do. (Do.) . . . . .	.059			
52.	Black Pool . . . . .	.396			
		290.890	290	5	23
	Total Area		586	0	9

The Second Schedule above referred to

9 th March 1871.	Indenture of this date made between John Salwey of the first part, Barnett Anne Salwey his wife of the second part, the said Alfred Salwey of the third part, and The Reverend William Yates Foot of the fourth part.
16 th March 1871.	Indenture of this date made between the said Alfred Salwey of the one part and John Williams of the other part.
2 nd August 1872.	Indenture of this date (endorsed on the last mentioned Indenture) made between the said John Williams of the one part, and the said Alfred Salwey of the other part.
20 th April 1872.	Indenture of this date made between the said Alfred Salwey of the one part, and Horatio Noble Pym of the other part.
1874	Indenture of this date (endorsed on the last mentioned Indenture) and made between the said Horatio Noble Pym of the one part and the said Alfred Salwey of the other part.
2 nd August 1872.	Indenture of this date made between Humphrey Salwey of the one part, and the said Alfred Salwey of the other part, (endorsed on an Indenture dated the 25 th day of February) 1868 and made between the said John Salwey of the one part and the said Humphrey Salwey of the other part.)
24 th February 1873	Indenture of this date made between Luttrell Lewis blank of the one part, and the said Alfred Salwey of the other part.
19 th May 1874.	Indenture of this date made between Yolande Marie Louise Lyne Stephens, Sir Richard Williams Bulkeley, Baronet, and Sir John Lubbock, Baronet, of the first part, the said Yolande



Marie Louise Lyne Stephens of the second part, the said Alfred Salway of the third part, and the said Harriett Anne Salway of the fourth part.

8th April 1880. Indenture of this date made between the said Alfred Salway of the one part and John Barrett Fenner Nevison, Frederick Skinner Warren and John Duff-Macdonald of the other part.

13th March 1882. Indenture of this date (endorsed on the last mentioned Indenture) made between the said John Barrett Fenner Nevison Frederick Skinner Warren and John Duff-Macdonald of the one part and the said Alfred Salway of the other part.

19th May 1874. Duplicate of the heretofore mentioned Indenture of this date.

Signed sealed and delivered by the said Alfred Salway in the presence of.....

Wm Roger Salway
Overton
Inkholow
J. P. Hampshire

Alfred Salway



Signed sealed and delivered by the said Ethel Jane Foster in the presence of.....

Wm John Opeusland
Adams Woodpecker
Occupation Estate Agent

Ethel J. Foster



Dated 27th December 1895.

Alfred Salway, Esq.

TO

Miss Ethel Jane Foster.

Conveyance

OF

Messuage, lands and hereditaments
known as "The Cliffe Park Estate"
situate in the Counties of Hereford
and Salop.

Munford Johnson & Co.
Bristol.

