

'Sam Hancocks' Garrett Street, Cawsand (just!)

Relatively infrequently do an almost complete set of deeds come to hand.

Dennis Allom, the current owner of the property has been able to research and acquire the documents for his house back to 1790. They constitute a detailed record of not only the changes in ownership, but also the manner in which a property may be broken down and split with the settlement of family estates.

The value of the property in 1842 can be converted using two values to indicate relative value today (2013):

£4,770.00 using the retail price index

£43,800.00 using average earning

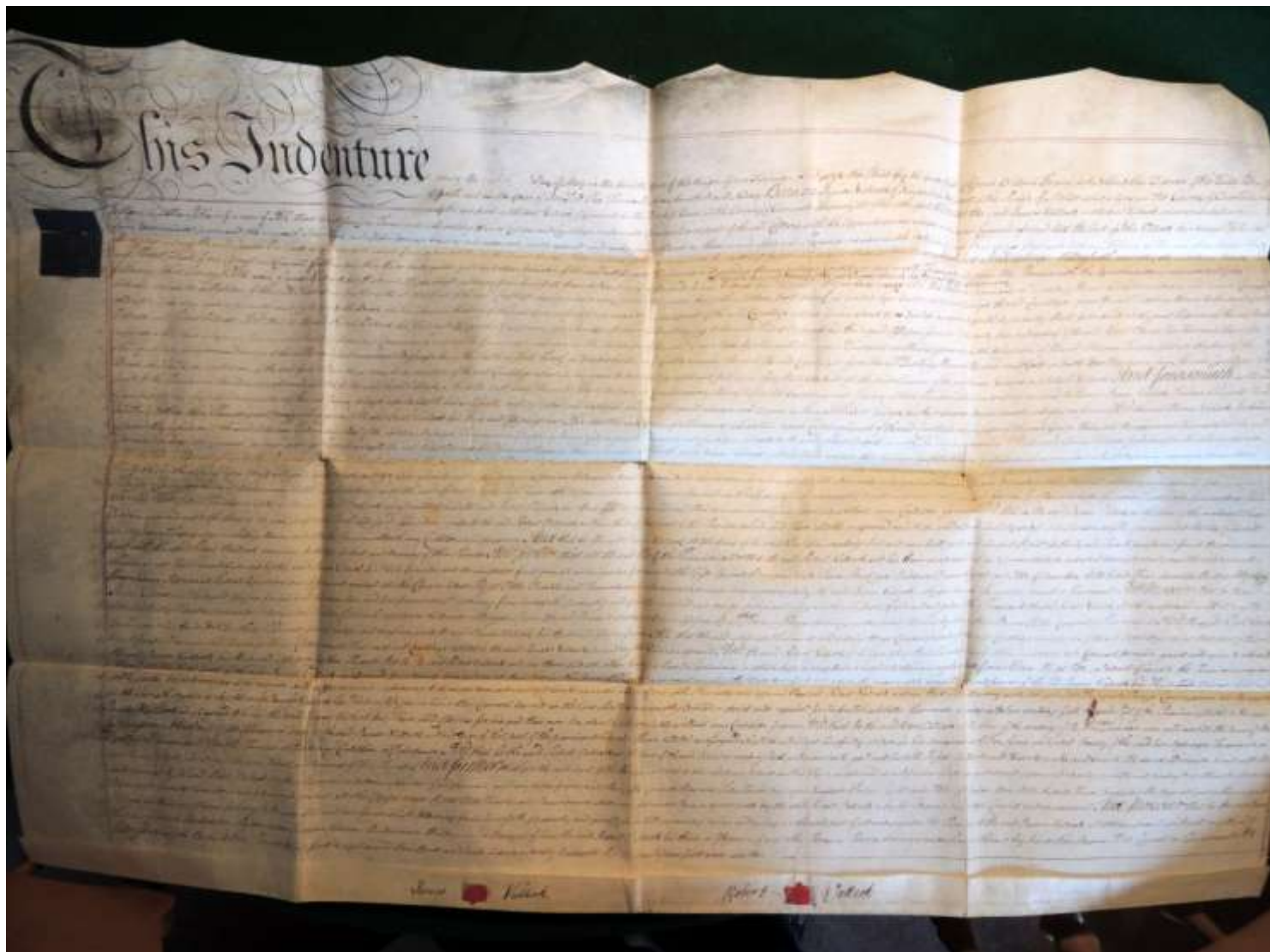
Source: <http://www.measuringworth.com>

Dennis has created a summary of the transactions/documents which follow below. These in turn are followed by copies of the various transaction documents.

- 1 8 May 1790
Deed of Partition of the property of the late John Vallack between James and Robert Vallack
- 2 23 December 1816
Lease for one year by Harry Cornish and Peter Tonkin to Richard Sorrell
- 3 23 April 1842
Conveyance from Richard Sorrell to Joseph Webber, for £65.10.0
- 4 undated
Agreement between Joseph Webber and Joseph Vallack to exchange parcel of land (court) for part of building
- 5 4 March 1857
Formal settlement of property on wife of Joseph Webber
- 6 8 August 1870
Conveyance from Rev E E Webber, William E E Webber and John Philips (executors for J Webber?) to Isaac Pearse, for £150
- 7 31 March 1873
Conveyance from Isaac Pearse to John Prizeman, for £250 ~~300~~
- 8 20 January 1876
Mortgage Agreement (John Prizeman) and Release from Mortgage
- 9 9 March 1883
Conveyance from John Prizeman to T C Cleave, for £320
- 10 8 November 1919
Conveyance from T C Cleave to S G Hancock, for £415
- 11/12 29 December 1919
Mortgage documentation for S G Hancock and abstract
- 13 Spring 1970
Land Registry searches
- 16 28 May 1970
Conveyance from executors for Samuel Gordon Hancock (d.9/4/1970) to Dr Edward & Mrs Barbara Braithwaite, for £5,500
- 17 12 July 1976
Death Certificate of Edward Braithwaite (d.11/07/1976)
- 19 25 March 1994
Grant of probate for estate of Barbara Braithwaite (d.15/9/1993)
- 20 14 December 1994
Deed of Transfer from executors of Barbara Braithwaite to WJ & MJ Manuel for £95,000
- 21 November 1994
Land Registry searches

List of Owners:

1750? - 1790	John Vallack
1790 - ?	?
? - ?	Harry Cornish & Peter Tonkin
? - 1842	Richard Sorrell
1842 - 1870	Joseph Webber
1870 - 1873	Isaac Pearse
1873 - 1883	John Prizeman
1883 - 1919	T C Cleave
1919 - 1970	Sam Hancock
1970 - 1994	Dr & Mrs Braithwaite
1994 - 1997	Mr & Mrs W Manuel
1997 -	Mr & Mrs D Allom



His Indenture

Between

Richard Smith

And whereas

Indenture witnesseth

doth

That

Shall henceforth

And

And

And

And further

Witnesseth

Now this

This is to Certify that Joseph Vallack Esq: of
Causand in the Parish of Hamme did agree with
Joseph E. Webber of Kingsand in Parish of Maker
on the 15 Day of July 1862 to make an exchange
by giving about 235 feet of land a proportional
part of his Court for Part of two Chambers
about 113 feet extending through over the passage
of the front dwelling, and does hereby engage
to wall up the whole of the openings of the
Back Tenements and Making Good all plastering
slating and other Damages which might incur
from fixing and stonemozging partitions to separate
the two tenements and also to provide a gutter lead
about 28 feet in length to convey the water
from the roofs the eaves of which are to be
taken up and allowing the said Joseph E. Webber
free toleration to Lodge his beams and build
upon the wall of the Back Tenements

Joseph Vallack Esq
Joseph E. Webber

Witnesses {

John Gillard
J. Lom

Richard P. Pomeroy
John Webb

This Indenture is made the fourth day of
March One thousand eight

hundred and fifty seven Between Joseph Efford Webber of Cawsand in the
county of Cornwall Builder of the first part William Elias Efford Webber of the
same place Grocer ~~of the second part~~ and Eliza Webber
the wife of the said Joseph Efford Webber of the third part Whereas by an

Indenture dated the twenty third day of April One thousand eight hundred and fifty two
and made between Richard Horrell Mowbray of the first part the said Joseph
Efford Webber of the second part and Joseph Webber Builder of the third part
All that messuage tenement or dwellinghouse cellars coverings and premises
with the appurtenances situate and being at Cawsand, of record
sometime since in the occupation of Sweet Webber and then late of Mary
Baker Bound in the South with a dwellinghouse and premises belonging
to Colonel Palluck in the North with a dwellinghouse and premises belonging
to Mary Piddox in the East with the Strand or Washore and in the West by the
Street or Highway leading from Cawsand to Bigsand Together with the whole
of the Walls in the North and South sides thereof were for the valuable consideration
therein expressed conveyed and assured and now stand limited to such uses
in such manner as the said Joseph Efford Webber by any deed or writing duly
executed should direct limit or appoint And in default of and subject to every
such direction limitation or appointment It was to prevent Doubt for the benefit of
the said Joseph Efford Webber with the ultimate limitation to the use of the said
Joseph Efford Webber his heirs and assigns for ever And Whereas the

said Joseph Efford Webber is desirous of exercising the said power of Appointment
by appointing the same hereditaments to use in favor of his wife the said
Eliza Webber in manner hereinafter appearing Now this Indenture
Witnesseth that in pursuance of the said desire and in consideration

of the sum of five Shillings to him the said Joseph Efford Webber by the said ^{William} Elias
Efford Webber on the execution of these presents the receipt whereof is hereby acknowledged
The said Joseph Efford Webber in exercise and execution of the power limited or
reserved to him by the heretofore recited Indenture and of every other power and
authority in anywise enabling him in this behalf Both by these presents

expressly direct limit and appoint that the said messuage or dwellinghouse
Tenement hereditaments and premises herebefore described, with their appurtenances
shall henceforth go remain and be and that the said recited Covenants and
all other Covenants shall severally operate and enure to such uses and in such
manner as the said Eliza Webb whether covert or sole by any deed or instrument
in writing duly executed shall direct limit or appoint and in the meantime and
in default of such direction limitation or appointment and so far as the same
if incomplete shall not extend to the use of the said William Elias Efford
Webb during the life of the said Joseph Efford Webb. In trust nevertheless for the
said Eliza Webb and her heirs and assigns and after the determination of
the Estate limited to the said William Elias Efford Webb as aforesaid to the use of
of the said Eliza Webb her heirs and assigns for ever **IN WITNESS** whereof
the said parties hereto have hereunto set their hands and seals the day and year
first above written.

Joseph Efford Webb

Signed sealed and delivered by the within
named Joseph Efford Webb in the
presence of John Adams Pitt

This Indenture

made the thirty first day of
 March one thousand
 eight hundred and seventy three Behrens Deane Heard of last
 mentioned in the County of Lewis Master Manner of them part and
John Hayes of Concord in the County of Carroll Marchant of
 the other part It is ordered that the said Deane Heard is well entitled to the
fit simple and unburdened free and unincumbered of the Messuage
Dwelling house land and premises hereafter more particularly
described and here contained and agreed with the said John Hayes
for the absolute sale to him of the fit simple and unburdened free and unincumbered
of and in the said Messuage Dwelling house
land premises and premises for the price or sum of Two hundred

and of 50 pounds. Now this indenture
witnesseth that the said in premises of the said
Agreement and is considered here of the sum of
hundred and fifty pounds paid by the said
John Bygones to the said Anne Rouse the wife
whereof the said Anne Rouse hereby acknowledges
and therefore doth allow the said John Bygones
her account, administrators and assigns for ever. He
the said Anne Rouse doth hereby by these presents
grant and convey unto the said John Bygones his
heirs and assigns all that the Messuage Tenement or
Dwellinghouse with the Highway premises with the
appurtenances thereto and being at Lowland of the said
parish of St. Mary in the county of St. Mary formerly of the said Mary
But afterwards of the said Joseph Efford Withler then
of the said St. Mary Withler and now of the said Anne
Rouse bounded on the south with a Dwellinghouse
and tenement formerly of late belonging to Robert Withler
but now to William Withler late of the North with
a Dwellinghouse and premises formerly belonging
to Mary Withler but now to Mr. Brown and Captain
Jesse Royal Mary Withler last by the Shire of St. Mary that
under the West by the street or Highway leading
from Lowland to St. Mary and together with the whole
of the Walls on the North and South sides thereof and
with the said premises and particularly delineated in
the margin of these presents and colored pink and
all way or ways watercourses right members and
appurtenances to the same heretofore and now

hearty granted and allowed is intended to be conveying or apprehending
and all the whole right title and interest both legal and equitable
of the said Ince House of which is out of the same hereditaments
and premises and all deeds instruments and writings relating to the
title of the same hereditaments and premises now in the custody or
power of the said Ince House of which he can procure without
cost to have and to hold the said Messuage or Dwelling house
hereditaments and premises heartily conveyed and assured or
intended to be with all the appurtenances unto the said John

COPY.

THE SCHEDULE.

ALL THAT messuage tenement or dwellinghouse courtlages and premises with the appurtenances situate and being at Cawsand in the said County of Cornwall some time since in the occupation of Isaac Pearse then of Thomas Colmer Cleave but now of the Mortgagor Bounded on the South by a dwellinghouse and premises formerly belonging to Colonel Vallack but now or late to William Cullis Pilot on the North by a dwellinghouse and premises formerly belonging to Mary Fuller but now or late to Mrs. Bevan and Captain Tom Royal Navy on the East by the Strand or Sea Shore And on the West by the Street or Highway leading from Cawsand to Kingsand Together with the whole of the walls on the North and South sides thereof and which said premises are particularly delineated in a map or plan drawn in the margin of an indenture dated the 31st day of March 1873 and made between Isaac Pearse of the one part and John Frizeman of the other part and therein coloured pink.

This Indenture

made the *twentieth* day of
January one thousand
eight hundred and seventy *six* — Between *John Bigeman of*
Stymouth in the County of Devon Merchant

Hereinafter called the said Mortgagor of the first or one part, and the Three Towns Banking Company Limited being a Company duly registered in pursuance of "The Companies' Act, 1862," and having offices or carrying on business at St. GEORGE'S HALL, East Stonehouse, in the County of Devon, of the second or other part, Witnesseth, that for securing to the said Company payment of the balance which shall, for the time being, be due to the said Company, on the account current of the said Mortgagor, with the said Company, or for bills, or notes, discounted or paid by the said Company for the said Mortgagor, or for any balance that may be due under any Bond or Bonds given by the said Mortgagor, to the said Company, or for any loans, credits, or advances made to, or for, or on behalf of the said Mortgagor by the said Company, or for interest, commission, or other lawful charges, or expenses, together with interest on such balance and other claims as aforesaid, after the rate of Ten Pounds per centum per annum, from the time of their respectively becoming due until the full payment of the same, and in consideration of Five Shillings paid by the said Company to the said Mortgagor, on the execution hereof (the receipt whereof he doth hereby acknowledge), he, the said Mortgagor, doth hereby grant, bargain, sell, assign, and assure unto the said Company, their successors and assigns, All, and singular, the freehold and leasehold hereditaments, scrip, shares, stocks, policies, monies, and premises mentioned and described in the first, second, or third of the Schedules hereunder written, or any of them, with their respective appurtenances; and also all deeds, documents, and writings relating to the said hereditaments, scrip, shares, stocks, policies, moneys, and premises, or any of them, To have and To hold the said freehold hereditaments and premises mentioned and described in the first of the said Schedules hereunder written, unto the said Company, their successors and assigns for ever, without impeachment of waste, but subject nevertheless, to the proviso for redemption, hereinafter contained, And to have, and To hold, all the said leasehold hereditaments and premises mentioned in the second of the said Schedules hereunder written, unto the said Company, their successors and assigns, for all the respective term or terms, estate, or estates interest or interests of the said Mortgagor, in the said last mentioned hereditaments and premises respectively, except the last two days of each such term or terms, estate or estates, without impeachment of waste, but also subject, nevertheless, to the proviso for redemption hereinafter contained, and To have and To hold all the Scrip Shares and all other Estate and Interest which the said Mortgagor now holds in the Company or Companies, Society or Societies, mentioned in the third of the said Schedules hereunder written; And also the Policy or Policies mentioned in the said Schedule, and the moneys payable thereunder respectively unto the said Company, their successors and assigns absolutely, but also subject nevertheless to the proviso for redemption hereinafter contained, Provided always, that if the balance, the payment whereof is intended to be hereby secured, shall be paid on demand made as hereinafter mentioned, then upon such payment, this security shall forthwith cease and determine, And the said Mortgagor for himself, his heirs, executors and administrators doth hereby covenant with the said Company, their successors and assigns, that he, the said Mortgagor, now hath full power to grant and convey, demise, and assign, all and singular, the hereditaments and premises expressed to be hereby respectively granted, conveyed, demised, and assigned, and in manner

aforesaid, free from all encumbrances, And also that he the said Mortgagor, his heirs, executors or administrators, will, on demand, made to him or them or at his or their last known place of abode in England, pay to the said Company, their successors or assigns, the balance which on any account that may be due to the said Company, their successors or assigns as aforesaid, together with interest upon the same after the rate of ^{Five pounds, ten shillings} ~~Five pounds~~ per centum per annum, from the time the same, or any part thereof, shall become due and payable to the said Company, their successors or assigns. And it is hereby agreed and declared between and by the said parties to these presents that, if default shall be made in payment of the balance which on any account may be due to the said Company, their successors or assigns as aforesaid, the said Company may immediately thereupon and without the necessity of giving any further or other notice, absolutely sell the said hereditaments, shares, policies, monies and premises expressed to be hereby granted, bargained, sold, assigned and assured, or any of them, or any parts thereof; And to apply the purchase money, First, in defraying all expenses of, or incident to the sale, or incurred in any previously attempted sale. Secondly, in or towards satisfaction of the monies for the time being, owing upon this present security, and shall pay the surplus, if any, to the said Mortgagor, his executors, administrators, or assigns. In witness whereof the said Mortgagor has hereunto set his hand and seal, and the said Company have hereunto affixed their Common or Corporate Seal the day and year first above written.

The First Schedule above referred to.

All that messuage tenement or dwellinghouse courtlages and premises with the appurtenances and being at Lymington upon the County of Dorsetshire formerly in the occupation of Jacob Webber then of Mary Bath afterwards of Joseph Edward Webber then of Eliza Webber and now of Isaac Lewis bounded on the South with a dwellinghouse and premises formerly or late belonging to Col Wallack but now or late to William Bullis Pilot. On the North with a dwellinghouse and premises formerly belonging to Mary Fuller but now or late to Mr Berrin, and Captain Tom Royal Navy. On the East by the Strand or Sea Shore and on the West by the Street Highway leading from Lymington to Kingsand together with the whole of the lands on the East and South side thereof and which said premises are particularly delineated by the plan in the margin of an Indenture dated the thirty first day of March one thousand eight hundred and twenty three and made between Isaac Lewis of the one part and John Ingram of the other part. Together with all ways waters watercourses right members and appurtenances to the said hereditaments and premises.

The Second Schedule above referred to.

The Third Schedule above referred to.

Signed sealed and delivered by the
said John Ingram in the presence
of

William Lewis

Lymington

John Ingram



ONE SHILLING

ONE SHILLING

This Indenture

made the Eighth day of March
one thousand eight hundred and eighty
three Between the within named Company of the one part
and the within named John Puseman of the other part
Witnesseth that the said Company acknowledges that
all moneys secured by the within written Indenture have
been paid and satisfied and in consideration thereof the
said Company as mortgagee hereby conveys unto the said
John Puseman All the hereditaments and property
comprised in the within written Indenture unto and
to the use of the said John Puseman his heirs and
assigns absolutely discharged from the moneys secured
by the within written Indenture and all claims and
demands on account thereof In witness whereof the
said Company have hereunto affixed their Common or
Corporate seal and the said John Puseman has hereunto
set his hand and seal the day and year first above written.

W.A. Clark
Thos. Brown

Deceivers

Thomas S. Bayly

Manager



The Common Seal of the Three Towns
Banking Company Limited was affixed
hereto (and signed by William Adams
Clerk and Thomas Brown, two Deceivers
and Thomas Skinner Bayly the
Manager of the said Company in the
presence of.

W. Lewis

Accountant, Plymouth

This Indenture



made the
One thousand eight hundred
and nineteen **Between** Thomas

Colonel Cleave of Number 3 Derwentham Road, Brixton, London in the
County of Middlesex, (hereinafter called the Vendor) of the
one part and Samuel Gordon Hancock of Dorset Street, London in the
County of Cornwall

Whereas by an Indenture dated the Ninth day of
March One thousand eight hundred and eighty three and made between John
Higginson of the one part and the Vendor of the other part the messuage
or dwellinghouse and premises hereinafter described and hereby conveyed
were conveyed unto and to the use of the Vendor his heirs and assigns
for ever

And whereas the Vendor has agreed with the Purchaser for
the assignment to him of the said hereditaments and premises at or
for the price or sum of Four hundred and fifteen pounds **Now** this
Indenture witnesseth that in pursuance of the said agreement and
in consideration of the sum of Four hundred and fifteen pounds paid
by the Purchaser to the Vendor on or before the execution of these presents
(the receipt whereof the Vendor hereby acknowledges) The Vendor as Benefactor
hereby conveys unto the Purchaser and his heirs **All that** messuage
hereditament or dwellinghouse and premises with the appurtenances
situate and being at Launceston in the said County of Cornwall same
since in the occupation of Isaac Parson then of the Vendor but
now of the Purchaser

Bounded on the South by or dwelling
house and premises formerly belonging to Edward Wallack but now or late
to William Gullis Tild on the North by a dwellinghouse and premises
formerly belonging to Mary Gullis but now or late to Mr. Brown and
Captain John Royal Navy on the East by the Strand or Sea Shore
and on the West by the Street or Highway leading from Launceston
to Kingsland Together with the whole of the walls on the North
and South sides thereof and which said premises are particularly
delineated in a Map or Plan drawn in the margin of an Indenture
dated the Thirty first day of March One thousand eight hundred
and seventy three and made between Isaac Parson of the one part
and the said John Higginson of the other part and thence
coloured Pink **To** **Have** the messuage or dwellinghouse and



This Indenture made the *Twenty seventh* day
of *December* one thousand nine hundred and *nineteen*

Between *Samuel Gordon Hancock*
of *Garrett Street, Looe, in the County of Cornwall*
Shipwright

(hereinafter called "the Mortgagor" which expression shall except where repugnant to the context include the Mortgagor's heirs executors administrators and assigns) of the one part
and **BRITANNIC** (formerly called British Workman's and General) ASSURANCE COMPANY LIMITED
whose Registered Office is situate at Broad Street Corner in the City of Birmingham (hereinafter
called "the Mortgagees" which expression shall except where repugnant to the context include
the Mortgagees' assigns) of the other part **Witnesseth** that in consideration of the sum of

Three hundred and twenty five pounds now paid to the
Mortgagor by the Mortgagees (the receipt whereof the Mortgagor hereby acknowledges) the
Mortgagor hereby covenants with the Mortgagees to pay to the Mortgagees on the
Twenty seventh day of *March* next the sum of
Three hundred and twenty five pounds with interest for

the same in the meantime at the rate of *Six* Pounds per centum per annum **And** if and so long after
that day as any principal money shall remain owing on the security of these presents to pay to
the Mortgagees interest for the same or on any judgment which may be recovered
hereunder at the rate aforesaid by equal quarterly payments on the *Twenty seventh*
day of *June* the *Twenty seventh* day of *September*
the *Twenty seventh* day of *December* and the *Twenty seventh*
day of *March* in each year **Provided** always that

the Mortgagees shall accept interest at the rate of *Six* Pounds per centum per annum
for any quarter in respect of which the Mortgagor having at all times observed and performed the
Mortgagor's obligations hereunder (other than those relating to the payment of principal money and
interest) shall pay interest at such reduced rate not later than fourteen days after the day on
which such interest ought to be paid as to which time shall be the essence of the contract

And this Indenture also witnesseth that for the consideration aforesaid the Mortgagor
as Beneficial Owner hereby conveys unto the Mortgagees **All** and singular the hereditaments
described or referred to in the Schedule hereunder written **To hold** unto and to the use of the
Mortgagees in fee simple (subject and except and reserved as in such Schedule is mentioned)
and subject to the proviso for redemption hereinafter contained **Provided** always that if the

said sum of *Three hundred and twenty five* pounds
with interest thereon shall be paid on the said *Twenty seventh* day of *March*

next according to the foregoing covenant in that behalf the hereditaments hereby conveyed
shall at the request and cost of the Mortgagor be re-conveyed to the Mortgagor or as the
Mortgagor shall direct **And** the Mortgagor hereby covenants with the Mortgagees that the
Mortgagor or the persons deriving Title under the Mortgagor will so long as any money shall
remain owing on the security of these presents keep all houses and buildings for the time being
comprised in or subject to this security in good and substantial repair and insured against

fire in the full value thereof or such less sum as shall be approved by the Mortgagees in some office to be prescribed by them in the joint names of the Mortgagor and the Mortgagees and will duly and punctually pay all premiums necessary for such insurance when the same shall become due or within one week thereafter and will forthwith deliver to the Mortgagees the policy or policies of such insurance and produce to them the receipt for every such premium at any time on demand **And that** if default shall be made by the Mortgagor or the persons deriving Title under the Mortgagor in keeping the buildings so repaired and insured or in producing any such receipt on demand it shall be lawful for but not obligatory on the Mortgagees to so repair and keep in repair the same or (as the case may require) to so insure and keep insured the said hereditaments or any part thereof **And** that all moneys expended by the Mortgagees for such purpose or for any other purpose necessary for the proper protection of this security shall be a debt due from the Mortgagor to the Mortgagees and (without prejudice to the right of the Mortgagees to require and of the Mortgagor to make payment thereof at any time) shall be treated as an accretion to the principal moneys hereby secured as on the day on which such moneys shall be so expended and shall thenceforth bear interest at the rate and on the days hereinbefore provided for payment of interest on the principal moneys hereby secured and this security and the covenants and provisions herein contained shall extend to such moneys so capitalised and the interest thereon in all respects **And also** that so long as any money remains owing under these presents the Mortgagor will discharge all Duties on Land Values which may be payable under the Finance (1909-10) Act 1910 or the rules thereunder or under any statutory modification or amendment thereof in respect of the hereditaments hereby mortgaged and whether the Mortgagees shall be in possession or not and will save harmless and keep indemnified the Mortgagees and their estate and effects from and against all proceedings costs claims and expenses on account of any omission to pay the said duties or any of them and the provisions of Sub-Section 4 of Section 39 of the Finance (1909-10) Act 1910 shall extend to Undeveloped Land Duty and Mineral Rights Duty as well as to Increment Value Duty and Reversion Duty **And** it is hereby agreed and declared that if and so often as any interest payable under any of the provisions of these presents or under this present provision shall be in arrear for twenty-one days after the day hereby appointed for payment thereof such interest shall be treated as an accretion to the principal moneys hereby secured as on the day on which the same ought to have been paid and shall thenceforth bear interest payable at the rate and on the days aforesaid and this security and the covenants and provisions herein contained shall extend to such capitalised interest and the interest thereon in all respects **Provided always** that the provisions of this clause shall in no way prejudice or affect the right of the Mortgagees to enforce payment of any interest in arrear under any of the covenants or stipulations herein contained **Provided also** that on any day hereinbefore appointed for payment of interest the Mortgagor may pay to the Mortgagees in addition to the interest then due upon the principal moneys for the time being owing on this security so much of the said principal moneys as shall for the time being represent capitalised interest **And** it is hereby agreed that the powers of leasing conferred on Mortgagors by Section 18 (1) of the Conveyancing and Law of Property Act 1881 shall not be exercisable by the Mortgagor and that the restriction on the right of consolidating mortgage securities which is contained in Section 17 of such Act shall not apply to this security and that the Mortgagees shall not be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on Mortgagees by these presents or by statute or of any trust connected therewith **And lastly** and for the purpose of better securing the right of the Mortgagees to take possession of the hereditaments hereby mortgaged the Mortgagor hereby attorns tenant-at-will to the Mortgagees of the hereditaments hereby mortgaged or such part (if any) thereof as are now in the occupation of the Mortgagor and if and whenever at any time during the subsistence of this security the Mortgagor shall reside in or go into occupation or possession of the said hereditaments or of any part thereof not now in the occupation of the Mortgagor the Mortgagor shall thereupon and thereby be deemed to have become tenant-at-will to the Mortgagees of the same in any and all of such cases at a peppercorn rent during such time

as the said principal sum or any part thereof shall remain owing on this security **Provided** always that the Mortgagees may at any time enter into and upon such part of the said hereditaments as now is or hereafter may be in the occupation of the Mortgagor or any part thereof and determine the tenancy hereby created or to arise as aforesaid without giving to the Mortgagor any notice to quit **Provided** also that the tenancy so created or to arise as aforesaid shall not constitute the Mortgagees Mortgagees in possession or render them liable to account as such **In witness** whereof the Mortgagor hath to these presents set h hand and seal and the Mortgagees have caused their Common Seal to be hereunto affixed the day and year first above written.

The Schedule.

All that messuage tenement or dwellinghouse courtyages and premises with the appurtenances situate and being at Cawsand in the said County of Cornwall some time since in the occupation of Isaac Fearn then of Thomas Colmer Cleave but now of the Mortgagor bounded on the South by a dwellinghouse and premises formerly belonging to Colonel Valtack but now or late to William Gullis. Pile on the North by a dwellinghouse and premises formerly belonging to Mary Fuller but now or late to Mr. Briggs and Captain Tom, Royal Navy on the East by the Strand or Sea Shore and on the West by the Street or Highway leading from Cawsand to Kingsand Together with the whole of the walls on the North and South sides thereof and which said premises are particularly delineated in a map or plan drawn in the margin of an Indenture dated the 31st day of March 1873 and made between Isaac Fearn of the one part and John Thompson of the other part and thence coloured pink

Signed Sealed and Delivered by
the Mortgagor in the presence of

Geo. N. M. Seaward
Clerk to Mr. C. G. Brian
Solicitor Plymouth



J. H. Hancock.



Dated. 27th December 1919.

(11)

M^r. S. G. Hancock

to
Britannic
(formerly called British Workmen's and General)
Assurance Company, Ltd.

Mortgage
OF
FREEHOLD HEREDITAMENTS
at *Goussard in the County*
of Cornwall

in volume 2 325

P. & S. 101 & 102
1919

2/1
new
N^o 5

We the within-named Britannic Assurance Company Limited
hereby acknowledge that we have this *Twelfth* day of
January One thousand nine hundred and
Twenty pounds representing the balance remaining
owing in respect of the principal money secured by the within-named
Mortgage together with all interest and costs the payment having been
made by the within-named *Samuel Gordon*
Hancock

The Common Seal of Britannic
Assurance Company Limited was
herewith affixed in the presence of

L. J. Port

A. M. Patridge

John J. P. Jones

Directors

Assistant
Secretary



ABSTRACT OF THE TITLE

-of-

Garfield House, Cawsand,
in the County of Cornwall.

1919 November 8th
Sip 22. 5. 0.
& P.D.S.

INDRE of the dte betwn Thomas Colmer Cleave of No. 3 Dersingham Road Cricklewood London in the Coy of Middx rtd Merchant (the Vdr) of one pt and Samuel Gordon Hancock of Garrett Street Cawsand in the Coy of Cornwall Shipwright (the Pchar) of or pt

RECTO welsin of Vdr

AND RECTO agmt for sale

THUS THAT INDRE WITNSD that in psce of sd agmt and in conson of sum of £415 pd etc (the recpt etc) the Vdr as Benl Ownr thrby convyd unto Pchar and his hrs

ALL THAT messge tenent or dwghse courtlages and prems with the appurts site and beg at Cawsand in the sd Coy of Cornwall some time since in the occpwn of Isaac Pearse thm of the Vdr but then of the Pchar Bndd on the South by a dghse and prems formly belongg to Colonel Vallack but then or late to William Cullis Pilot On the North by a dwghse and prems formly belongg to Mary Fuller but then or late to Mrs. Bevan and Captain Tom R.N. On the East by the Strand or Sessshore and on the West by the street or highway leadg frn Cawsand to Kingsand Togr with the whole of the walls on the North and South sides throf and wh sd prems were partly delntd in a Map or Plan in the margin of an Indre dtd 31st March 1873 and mde betwn Isaac Pearse of one pt and sd John Priseman of or pt and thrin cold Pink

TO HOLD the messge or dwghse and heredita thrinbefe descdbd and all and singular the prems thrby convyd unto and to the use of the Pchar in f.s.

Cert of value £500

Excid by both parties and duly attstd

1967 May 9th / BY HIS WILL of this date the said Samuel Gordon Hancock appointed Edward Charles Hancock and William Richard Hancock Executors thereof.

1970 April 9th / THE said S.G. Hancock died on this date.

1970 May 27th PROBATE of the Will of the sd S.G. Hancock was granted out of the Bristol District Registry to the sd E.C. Hancock and the sd W.R. Hancock on this date.

MEMORANDUM in regard to the sd sale of the sd ppty endorsed on the sd Grant of Probate - copy herewith.

*Examined with
original from my own
office Thompson & James
Plymouth
28th May 1970.*

MEMORANDUM.

Conveyance dated the Twenty-eighth day of May One thousand nine hundred and Seventy made between the within and Edward Charles Hancock and William Richard Hancock of the one part and Edward Braithwaite and Barbara Mary Braithwaite of the other part the dwellinghouse and premises known as Garfield House, Garrett Street, Cassand, Mansell, was conveyed by the said Edward Charles Hancock and William Richard Hancock to the said Edward Braithwaite and Barbara Mary Braithwaite for an estate in fee simple and their right to production of the within written Grant was thereby acknowledged.

- - - - -

DATED

28th May

1970

THE PERSONAL REPRESENTATIVES OF THE
LATE SAMUEL GORDON HANCOCK

to

DR. and MRS. E. BRAITHWAITE

Conveyance

of

Freehold property situate and known as "GARFIELD
HOUSE", GARRETT STREET, CAWSAND in the COUNTY of
CORNWALL.

H.F.T. Gough & Company
Whitehaven, VT.

SHAW & SONS LTD.
Law Stationers &c.
FETTER LANE,
LONDON, E.C.4.

This Conveyance

55-700 IN 20289
[INLAND REVENUE]

is made the
Twenty eighth
day of *May* One thousand nine hundred and
seventy B E T W E E N EDWARD CHARLES HANCOCK of 32
West Street Millbrook in the County of Cornwall and
WILLIAM RICHARD HANCOCK of Seacroft Garrett Street
Cawsand in the said County (hereinafter called "the
Vendors") of the one part and EDWARD BRAITHWAITE of
Holme Forge Beckermest in the County of Cumberland
Medical Practitioner and BARBARA MARY BRAITHWAITE his
wife (hereinafter together called "the Purchasers") of
the other part

W H E R E A S :

- (1) At the date of his death hereinafter recited
Samuel Gordon Hancock formerly of Garfield House
Garrett Street Cawsand aforesaid but late of 32 West
Street Millbrook aforesaid Retired Shipwright (here-
inafter called "the Testator") was seised of the
property hereinafter described for an estate in fee
simple in possession free from incumbrances
- (2) By a binding Contract in writing the Testator
agreed with the Purchasers for the sale to them of the
said property for the said Estate at the price of
Five thousand pounds and received Five hundred pounds
of the said sum of Five thousand pounds and no more as
the deposit in respect of the said sale but no
Conveyance in pursuance of the said Contract was
executed by the Testator to the Purchasers
- (3) The Testator died on the Ninth day of April One
thousand nine hundred and seventy having by his Will
dated the Ninth day of May One thousand nine hundred
and sixty-seven appointed the Vendors to be the
Executors thereof who proved the same on the *Twenty seventh*

day of May One thousand nine hundred and seventy in
the Bristol District Probate Registry

(4) The Vendors have not given or made any assent or
Conveyance in respect of a legal estate in or affecting
the said property or any part thereof

(5) The Vendors have agreed with the Purchasers to
complete the said Contract in manner hereinafter appearing
NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said Contract of the Testator
and in consideration of the sum of Five thousand pounds
paid by the Purchasers as to Five hundred pounds thereof
to the Testator as aforesaid and as to the balance of
Four thousand five hundred pounds thereof to the Vendors
(the payment and receipt of which respective sums the
Vendors hereby acknowledge) the Vendors as Personal
Representatives of the Testator and in exercise of their
statutory powers HEREBY CONVEY unto the Purchasers ALL
THAT messuage tenement or dwellinghouse and premises with
the appurtenances situate and being at Cawsand in the
said County of Cornwall bounded on the east by the Strand
or seashore on the west by the street leading from
Cawsand to Kingsand and on the south and north by other
dwellinghouses and premises ^A TOGETHER WITH the whole of
the wall on the north and south sides thereof ^B which said
property is more particularly described in a Conveyance
dated the Eighth day of November One thousand nine
hundred and nineteen and made between Thomas Colmer Cleave
of the one part and the Testator of the other part and
is also delineated in a map or plan in the margin of an
Indenture dated the Thirty-first day of March One thousand
eight hundred and seventy-three and made between Isaac
Pearse of the one part and John Prizeman of the other
part and therein coloured pink TO HOLD the same unto
the Purchasers in fee simple as Joint Tenants

2. The Purchasers HEREBY DECLARE as follows:-

(a) The Purchasers shall hold the said property upon

trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as Joint Tenants

(b) Until the expiration of Twenty one years from the death of the survivor of the Purchasers the Trustees for the time being of this deed shall have power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

3. The Vendors HEREBY ACKNOWLEDGE the right of the Purchasers to the production and delivery of copies of the Grant of Probate of the Will of the Testator the possession of which is retained by them

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five thousand five hundred pounds

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first before written

SIGNED SEALED and DELIVERED by the said }
Edward Charles Hancock in the presence }
of:

E. C. Hancock

William John P. Miller,
Retired Civil Servant,

72 West St, Millbrook, Plymouth.

William Richard Hancock

SIGNED SEALED and DELIVERED by the said }
William Richard Hancock in the presence }
of:

Mrs D. Tupper
Mariner, Garrett St Cawsand
Housewife.

SIGNED SEALED and DELIVERED by the said
Edward Braithwaite and Barbara Mary
Braithwaite in the presence of:

W. T. G. G.

Solicitor,

Whitchurch

} Edward Braithwaite

} Barbara Mary Braithwaite

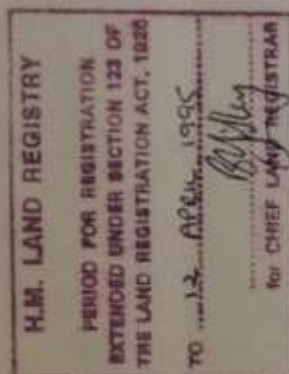


20 2/ £950

H M LAND REGISTRY
LAND REGISTRATION ACT 1925 to 1986

County and District: CORNWALL - CAWSAND
Property: SAM HANCOCK'S GARRETT STREET

Dated: 14th December 1994



1. IN CONSIDERATION of the sum of ninety five thousand pounds (£95,000) the receipt whereof is hereby acknowledged we, MICHAEL BERNARD HARRIS and HELEN MARIANNE HONEYBALL both c/o Northern Hay Place Exeter Devon (hereinafter called "the Transferors") as Personal Representatives HEREBY TRANSFER to WILLIAM JOHN MANUEL and MARJORIE JANE MANUEL both of Walnut Bank Bell Street Horton Banbury Oxon (hereinafter called "the Transferees") ALL THAT freehold land and dwellinghouse situate at and known as SAM HANCOCK'S GARRETT STREET CAWSAND CORNWALL (formerly known as "Garfield House" Garrett Street Cawsand Cornwall) which property is for the purposes of identification only shown edged red on the attached plan and is more particularly described in a conveyance dated the eighth day of November one thousand nine hundred and nineteen and made between Thomas Colmer Cleave (1) and Samuel Gordon Hancock (2) and is also delineated in a map or plan in a margin of an Indenture dated the thirty first day of March eighteen hundred and seventy three and made between Issac Pearse (1) and John Prizeman (2)
2. THE TRANSFEREES hereby declare as follows:-
 - a) they are joint tenants in equity
 - b) they shall have powers to deal with the land equal to those of a sole beneficial owner
 - c) the survivor of them can give a valid receipt for capital money arising on a disposition of the land
3. THE TRANSFERORS (who have not given or made an assent or

conveyance in or effecting a legal estate in the land hereby transferred) acknowledge the right of the Transferees to the production of the Grant of Representation by virtue of which this Transfer is made and to delivery of copies thereof

SIGNED as a DEED by the said)
MICHAEL BERNARD HARRIS)
in the presence of:-)

M Harris

C. L. Clements
Northernhay Place
Exeter Solicitor

SIGNED as a DEED by the said)
HELEN MARIANNE HONEYBALL)
in the presence of:-)

G. Ball

L. Clements
Clerk to Stokes
Northernhay Place, Exeter

SIGNED as a DEED by the said)
WILLIAM JOHN MANUEL)
in the presence of:-)



SIGNED as a DEED By the said)
MARJORIE JANE MANUEL)
in the presence of:-)