

Wheatsheaf Abstract of Title 1949

PAGE 1

Abstract of Title of Mr S.C. Hopton to a piece of land at the rear of the Old Picture Palace situate in the Oldbury Road Tewkesbury in the County of Gloucester

In Margin: Stamp £9 & P.D.

[Examined with the original produced at our Offices this 23rd December 1949

Signed: Moore Brown & Dixon solicitors 69 High St Tewkesbury Agents for Osborne Ward Vassall Abbot & Co solicitors 41 Broad Street Bristol 1]

3rd July 1912 - by indenture of this date between:

1. Thomas Walker of Tewkesbury in the County of Gloucester engineer
2. Mary Hannah Collins Walker the wife of the said Thomas Walker

Reciting the said Thomas Walker being seised for an estate of inheritance in fee simple in possession free from incumbrances of the hereditaments and premises thereafter described and expressed and intended to be thereby conveyed had agreed with the said Mary Hannah Collins Walker for the sale thereof to her for the sum of £900

It was witnessed that in consideration of the sum of £900 then paid by the said Mary Hannah Collins Walker to said Thomas Walker (receipt acknowledged) the said Thomas Walker as beneficial owner thereby conveyed unto said Mary Hannah Collins Walker

All that piece or parcel of land with the house and warehouse then situated in the Oldbury Tewkesbury aforesaid together with the buildings then recently erected thereon and known as The Picture Palace and then in the occupation of Shakspeare Shenton as tenant thereof - bounded

On the North by the passage leading to the Wheatsheaf Inn

On the South by property of the Misses Fowler

On the East by the Oldbury Road

On the West by property of Arnold Perrett & Co or property of the said Mary Hannah Collins Walker

To hold the same to the use of the said Mary Hannah Collins Walker in fee simple
Executed by said Thomas Walker and attested

12th June 1923 – By Indenture of this date between:

1. Mary Hannah Collins Walker widow (thereafter called “The Vendor”)
2. Shakespeare Theaker Shenton of Cheltenham in the County of Gloucester cinema proprietor and Noel Belmore Shenton of Tewkesbury aforesaid cinema proprietor (thereinafter called “The Purchasers”)

Reciting seisin of Vendor and agreement for sale for £1250

It was witnessed that in pursuance of said agreement and in consideration of the sum of £1250 then paid by the Purchaser (out of moneys belonging to them on a joint account) – (The receipt etc) - the Vendor as beneficial owner conveyed unto the Purchasers and their heirs – All the before abstracted premises

To hold the same unto and to the use of the Purchasers in fee simple as Joint Tenants
Executed by Vendor and attested

Wheatsheaf Abstract of Title 1949

PAGE 2

13th June 1923 – By Indenture of this date made between:

1. Said S.T. Shenton and N.B. Shenton (thereinafter called “The Mortgagors”
2. Said Mary Hannah Collins Walker (thereinafter called “The Mortgagee”

Reciting seisin of the Mortgagors as joint tenants and agreement for loan of £1000

It was witnessed that in consideration of the sum of £1000 then paid by the Mortgagee to the Mortgagors (receipt etc) – the Mortgagors thereby covenanted with the Mortgagee that they the Mortgagors their heirs executors administrators or assigns would on the 13th December next pay to the Mortgagee or the persons claiming under her the said sum of £1000 with the interest thereon in the meantime at the rate of £5 per centum per annum and would also so long after that day as any principal money should remain due under abstracting security or under any judgment or order in which the covenant therein continued might be merged pay to the Mortgagee or the persons claiming under her interest thereon and on all interest in arrear at the same rate by equal half yearly payments on the 13th June and the 13th December in every year

It was also witnessed that in further pursuance of said agreement and for consideration aforesaid the Mortgagors thereby conveyed as beneficial owners unto the Mortgagee and her heirs – All the before abstracted premises –

To hold same unto and to the use of the Mortgagee in fee simple subject to the proviso for redemption therein contained

Proviso for redemption

Other usual Mortgage Clauses and Provisions

Executed by Mortgagors and attested

31st December 1925 – By Re-Conveyance (endorsed on last abstracted Deed) between:

1. Said M.H.C. Walker
2. Said S.T. Shenton and N.B. Shenton

It was witnessed that in consideration of all principal moneys and interest secured by the last abstracted Indenture having been paid by the said S.T. Shenton and N.B. Shenton to the said M.H.C. Walker (receipt etc) – the said M.H.C. Walker as Mortgagee thereby granted and released unto said S.T. Shenton and N.B. Shenton

All and Singular the hereditaments and premises comprised in and assigned by the therein within written Indenture or which are then by any means vested in said M.H.C. Walker subject to redemption by virtue thereof

To hold same unto and to the use of said S.T./ Shenton and N.B. Shenton in fee simple freed and discharged from all principal money and interest secured by and from all claims and demands under the therein within written Indenture

Executed by said M.H.C. Walker and attested

10th August 1933 – By Official Certificate of Search in H.M. Land Registry against S.T. Shenton revealing no subsisting entries

Wheatsheaf Abstract of Title 1949

10th August 1933 – By Official Certificate of Search in Tewkesbury R.D.C. revealing no subsisting entries

PAGE 3

11th August 1933 – By Conveyance of this date made between:

1. S.T. Shenton (thereinafter called “The Vendor”)
2. N.B. Shenton (Thereinafter called “The Purchaser”)

Reciting:

1. Before abstracted Conveyance of 12th June 1923
2. By virtue of the Law of Property Act 1925 First Schedule Part IV Para (2) the property became vested in the Vendor and the Purchaser as joint tenants on the statutory trusts defined in Section 35 of that Act
3. Since the date of the before recited Conveyance the Picture Palace referred to therein had been demolished
4. The Vendor had agreed to sell all his interest in the property thereafter described to the Purchaser free from incumbrances at the price of £250

It was Witnessed that in pursuance of said agreement and in consideration of the sum of £250 then paid by the Purchaser to the Vendor (receipt etc) the Vendor as beneficial owner thereby conveyed and released unto the Purchaser

All that piece or parcel of land with the house thereon situated in the Oldbury Tewkesbury aforesaid bounded

On the North by a passage leading to The Wheatsheaf Inn

On the South by property then of the Misses Fowler

On the East by the Oldbury Road

On the West by property then of Arnold Perrett and Co

To hold unto the Purchaser in fee simple and to the intent that the entirety should be vested in him discharged from the said trust for sale

Certified as to value not exceeding £500

Executed by Vendor and Attested

16th August 1933 – Official Certificate of Search with Tewkesbury Corporation shows no subsisting entries

16th August 1933 – Official Certificate of Search in H.M. Land Registry against N.B. Shenton showing no subsisting entries

16th August 1933 – By Trust Instrument made between

1. Said N.B. Shenton (thereinafter called “The Settler”)
2. Said S.T. Shenton and Walter James Forbes of Cheltenham in said County of Gloucester solicitor (thereinafter called “The Trustees”)

Reciting the Settler being entitled for an estate in fee simple in possession to the Messuages and Premises thereafter mentioned was desirous of settling them in the manner thereafter appearing

Wheatsheaf Abstract of Title 1949

And Reciting by a Deed thereafter called the Vesting Deed of the same date and executed contemporaneously with the now abstracting deed and made between the same parties in the same order as abstracted deed certain hereditaments situated in Tewkesbury aforesaid were vested in the Settlor upon the trusts declared concerning the same by a Trust Instrument of the same date thereafter referred to (meaning the now abstracting deed)

It was witnessed as follows:

1. In consideration of the natural love and affection which the Settlor bore to his children and

PAGE 4

of other good causes and considerations him thereunto moving the Settlor agreed that he should hold the Hereditaments and all of the Premises comprised in the "Vesting Deed" upon Trust for the Settlor and his assigns during his life without impeachment of waste with remainder In Trust for all or any one or more of the child children or more remote issue of the Settlor by his then present or any future marriage who attained the age of 21 years or being female married under that age and if more than one in equal shares

2. The Trustees were the Trustees thereof for the purposes of the Settled Land Act 1925
 3. The said W.J. Forbes and every Trustee of the said Settlement who might be a solicitor or engaged in any profession or business should be entitled and was thereby authorised to retain and receive out of the Trust Fund his usual professional costs and charges as well by way of remuneration for business transacted by him or his partner or partners personally as costs and charges out of pocket in the same manner as if the said W.J. Forbes and every other such person as aforesaid had not been a Trustee or Trustees thereof but had been employed in the matter of the Trusts
 4. The power to appoint new Trustees was vested in the Settlor during his life
- Executed by all parties and attested

16th August 1933 – By Vesting Deed made between

1. Said N.B. Shenton (thereinafter called "The Settlor")
2. Said S.T. Shenton and said W.J. Forbes (thereinafter called "The Trustees")

It was witnessed and thereby agreed as follows:

1. In consideration of the natural love and affection of the Settlor for his children the Settlor as Settlor thereby declared that All Those Messuages and Premises comprised in Schedule thereto were vested in the Settlor in fee simple upon the Trusts declared concerning the same by the before abstracted Trust Instrument
2. The Trustees were the Trustees thereof for the purposes of the Settled Land Act 1925
3. The tenant for life might employ any of the Trustees being a person engaged in any profession or business or any firm of which he should be a member to do any act or transaction any business (whether or not an act or business which only a person engaged in that profession or business could do) and might pay such charges for the act or business done by him or his firm as aforesaid as he or they might make

Wheatsheaf Abstract of Title 1949

or recover if the Trustee who or whose firm might be so employed was not a Trustee

4. The power to appoint new Trustees of the Settlement was vested in the Settlor during his life

The Schedule contains (inter alia)

1. All the before abstracted Premises (as in Conveyance of 11th August 1933 Executed by all parties and attested

30th November 1944 – Appointment of this date made between:

1. Said N.B. Shenton (thereinafter called “The Appointor”)
2. Said S.T. Shenton (thereinafter called “The Old Trustee”)
3. Brain Taunton Gurney of 4 Rodney Road Cheltenham in the County of Gloucester solicitor

1. The thereinbefore abstracted Trust Instrument of 16th August 1933
2. Death of said W.J. Forbes on 17th June 1944
3. Appointor desired to appoint the new Trustee to be a Trustee of the Trust Instrument in place of the said W.J. Forbes deceased

PAGE 5

4. No part of said property had been sold

It was witnessed that Appointor in exercise of power conferred on him by Trust Instrument and the Trustee act 1925 and of all other powers him enabling thereby appointed the new Trustee to be a Trustee of the Trust Instrument for the purpose of the Settled Land Act 1925 in place of said W.J. Forbes deceased and jointly with the Old Trustee Executed by all the said parties and duly attested

6th December 1944 – MEMO: endorsed on last abstracting Deed as follows:-

The following persons are at the date of this memo; the Trustees for the purposes of the Settled Land Act 1925 of the Settlement referred to be in the within written Vesting Instrument, namely:-

Shakspere Theaker Shenton of Balcarras Farm Charlton Kings Cheltenham
And

Brian Taunton Gurney of 4 Rodney Road Cheltenham solicitor

Signed by Winterbotham, Gurney & Co solicitors for the said Trustees

MEMO (endorsed on last abstracting Vesting Deed of 16th August 1933) by a conveyance dated 29th August 1945 made between:

1. N.B. Shenton
2. S.T. Shenton and B.T. Gurney
3. Sidney Charles Hopton of Tewkesbury coal merchant

The land with house thereon (then known as Palace House situated in Oldbury Tewkesbury numbered 1 in Schedule of abstracted Vesting Deed was conveyed to said S.C. Hopton in fee simple and his right to production of abstracted deed acknowledged

Wheatsheaf Abstract of Title 1949

30th November 1944 – By Deed of this date made between:

1. Said N.B. Shenton (thereinafter called the Appointor)
2. Said S.T. Shenton (thereinafter called the Old Trustee)
3. Said B.T. Gurney (thereinafter called the New Trustee)

Reciting:

1. Abstracting Deed was supplemental to the abstracted Vesting Deed
2. The new Trustee had been duly appointed a Trustee of the Trust Instrument in the place of said Walter J. Forbes deceased

It was witnessed and declared by the parties thereto in pursuance of Section 35 of the Settled Land Act 1925 that the Old Trustee and the new Trustee were the Trustees of the Settlement for the purposes of the Settled Land Act 1925

Executed by all parties and attested

24th August 1945 – Official Certificate of Search on this date in H.M. Land Registry against N.B. Shenton, S.T. Shenton and B.T. Gurney revealing no subsisting entries

PAGE 6

27th August 1945 – By Conveyance of this date between:

1. Noel Belmore Shenton of Lichfield in the County of Stafford hotel keeper (thereinafter called “The Vendor”)
2. Shakspeare Theaker Shenton of Charlton Kings Cheltenham farmer and Brian Taunton Gurney of Cheltenham aforesaid solicitor (thereinafter called “The Trustees”)
3. Sidney Charles Hopton of Tewkesbury coal merchant (thereinafter called “The Purchaser”)

Reciting:

1. Before abstracted Vesting Deed of 16th August 1933
2. Death of W.J. Forbes
3. Deed of Declaration as before abstracted
4. Vendor as such Trustee and Estate Owner as aforesaid agreed to sell to Purchaser the property thereafter described free from incumbrances at the price of £8—

It was witnessed as follows:

1. In pursuance of said agreement and in consideration of £800 by direction of the Vendor on or before execution of abstracting presents paid by Purchaser to Trustees as such Trustees as aforesaid (receipt etc) – Vendor in exercise of power for purpose conferred on him by Settled Land Act 1925 and of all other powers as Trustee thereby conveyed unto Purchaser

All that piece or parcel of Land with the house then standing thereon known as “Palace House” and the Land adjoining thereto being the site of the Picture Palace (then derelict) and which said premises are bounded

On the North by a passage leading to the Wheatsheaf Inn

On the South by property of the Misses Fowler

Wheatsheaf Abstract of Title 1949

On the East by Oldbury Road

On the West by property of Arnold Perrett & Co Ltd

And all which said premises are situate in the Borough of Tewkesbury and are for the purpose of identification shown on plan thereto annexed and then coloured pink

To hold unto Purchaser in fee simple discharged as proved by Section 72 of Settled Land Act 1925

2. Acknowledgement by Vendor to right of Purchaser to production of documents mentioned in Schedule thereto and to delivery of copies thereof

The Schedule before referred to

16th August 1933 – The hereinbefore mentioned Settlement of this date made between Vendor on the one part and said S.T. Shenton and W. J. Forbes of the other part

16th August 1933 – The Thereinbefore recited Vesting Deed of this date

30th November 1944 – The Thereinbefore recited Deed of Declaration of this date Executed by Vendor and Trustees and duly attested

