

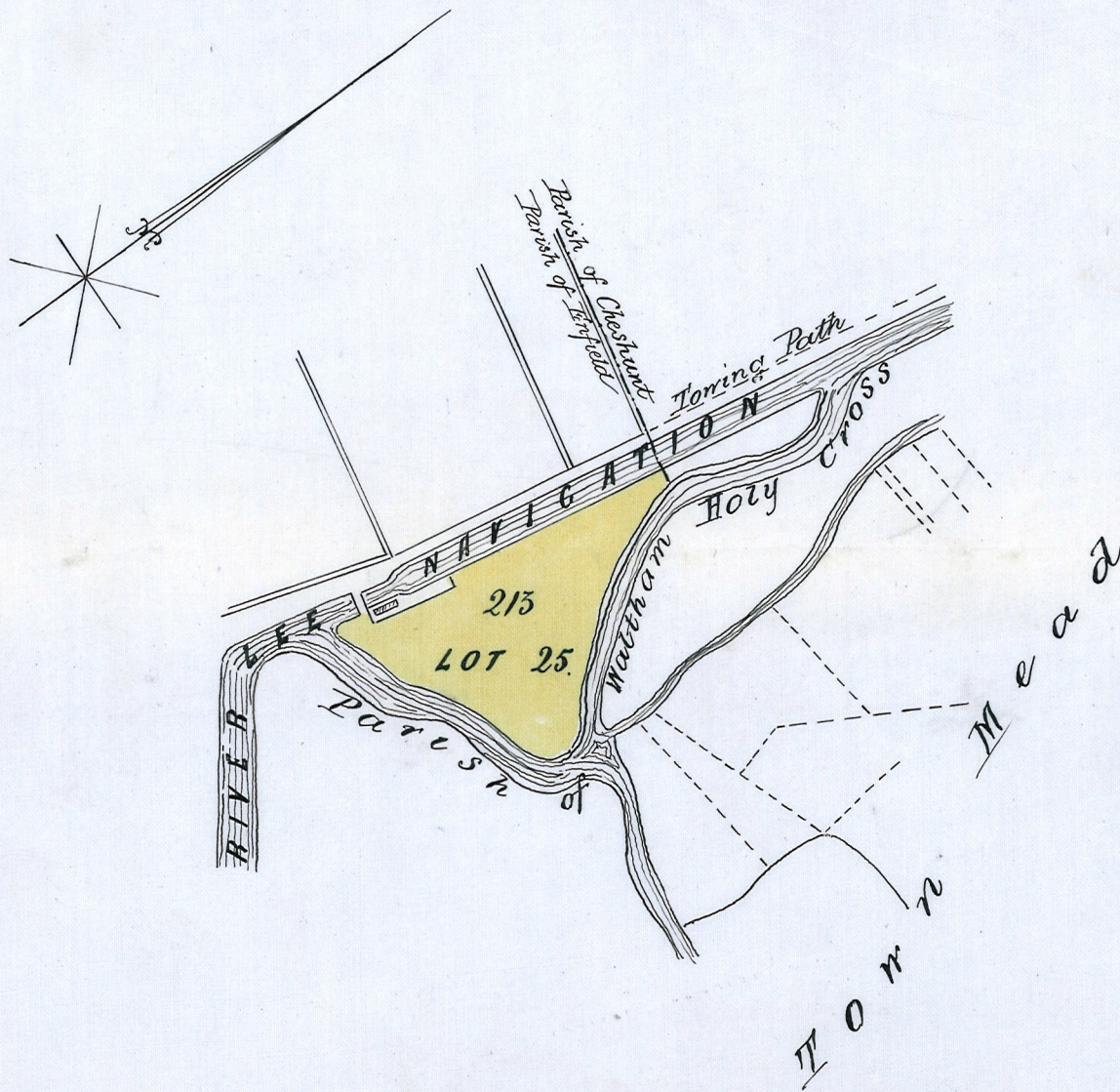
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# On Her Majesty's Service

WASC 321



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Note. This Plan was prepared for Deed of Covenant of 20. V. 78 but was objected to by Covenantor because it makes the land reach down to the Navigation he professing not to own the Canal Bank - But it may be kept with such Deed

3. VII. 78.

Dated 20<sup>th</sup> May 1878

The Trustees of the Will  
of Lieut Col. Henry Connor

to  
Her Majesty's Principal  
Secretary of State for the War  
Department

Copy Covenant for the surrender  
of a piece of land copyhold of  
the Manor of Enfield in the  
County of Middlesex to His Royal  
Highness the Duke of Connaught  
In trust for the War Department

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Treasury Solicitor  
Law Courts Branch

# This Indenture

made the 20<sup>th</sup> day of May 1848 Between  
William Woodham Connop of  
Fifehead Stville near Blandford in the County  
of Dorset Esquire and Charles Alan Jaffe of No. 131 Piccadilly in the County of  
Middlesex Esquire of the first part Her Majesty's <sup>Principal</sup> Secretary of State for the  
War Department of the second part and His R.-H. Arthur William  
Patrick Albert Duke of Connaught K. G. of the third part Whereas  
Lieutenant Colonel Henry Connop late of Birdhurst Croydon in the County of Surrey  
deceased being seized of the Copyhold Hereditaments hereinafter described and covenanted  
to be surrendered by his Will dated the 14<sup>th</sup> day of March 1857 gave all his freehold  
and Copyhold Hereditaments Unto and to the use of Richard Connop since deceased  
and the said William Woodham Connop their heirs and assigns Upon Trust in  
effect to pay the surplus rents and profits thereof to his daughter Lucy Eliza Turberville  
then and therein called Lucy Eliza Connop during her life as therein more  
particularly mentioned and after her decease then upon certain other trusts therein  
mentioned and the Testator thereby empowered his said Trustees or Trustee during  
the lives or life of all or any of his therein mentioned children nevertheless with  
the consent of such of his said children as should be living and for the time  
being entitled in possession to the surplus rents and profits of his said Estates to  
dispose of all or any of his freehold and Copyhold Hereditaments either by way of  
absolute sale or by way of exchange and for that purpose to convey surrender and  
assure the Hereditaments so sold or exchanged accordingly and the Testator thereby  
declared that the receipt of his said Trustees or Trustee for the time being should be  
an effectual discharge to any person making any payment pursuant to the trusts  
or powers of that his Will And whereas the Testator afterwards died in the  
month of September 1861 and his said Will was in the following month of Nov<sup>r</sup>.  
proved by the Executors thereof in the Principal Registry of the Court of Probate And  
whereas in the month of May 1862 a suit of Connop @ Connop was instituted in  
the Court of Chancery for the administration of the said Testator's real and personal  
estate and of the trusts of his said Will and in the same month of May the ordinary  
administration Decree was made in the said suit And whereas the said Richard  
Connop died in the month of February 1867 And whereas on the 24<sup>th</sup> day of  
September 1869 the said William Woodham Connop as the surviving Trustee of the  
said Will was duly admitted to the Copyhold Hereditaments hereinafter described And  
whereas by an Order dated the 24<sup>th</sup> day of July 1871 made in the said suit It  
was Ordered that the said Charles Alan Jaffe be thereby appointed a new Trustee

of the said Testator's Will in substitution for the said Richard Connor deceased and that the said William Woodham Connor should convey the lands then subject to the Trusts of the said Will to the said Charles Alan Fyffe as such new Trustee jointly with himself And whereas the said copyhold hereditaments hereinafter described have not yet been surrendered by the said William Woodham Connor to himself and the said Charles Alan Fyffe And whereas by an Order dated the 8<sup>th</sup> day of April 1876 made in the said suit It was Ordered that the said William Woodham Connor and Charles Alan Fyffe parties hereto of the first part be at liberty to sell all parts still unsold of the real Estate of the said Henry Connor with a certain exception not material to these presents and from time to time to receive the monies to arise from the sales thereof And whereas by a writing dated the 18<sup>th</sup> day of October 1876 under the hand of the said Lucy Eliza Furberwill she has requested the said parties hereto of the first part as the <sup>present</sup> Trustees of the said Testator's Will to sell certain hereditaments late of the said Testator and comprising the copyhold hereditaments hereinafter described and she thereby testified her consent to the sale thereof And whereas the said parties hereto of the first part have accordingly agreed with the said Secretary of State to sell to him the said copyhold hereditaments hereinafter described for the sum of £350 And whereas the said Secretary of State has approved of and named His said Royal Highness as the person to whom the copyhold hereditaments hereinafter described should be surrendered as Tenant thereof for the purposes of the Eighth Section of the Act 5 and 6 Victoria Chapter 94 (Defence Act 1842) as altered by the second section of the Act 18 and 19 Victoria Chapter 117 (Ordnance Board Transfer Act) Now this Indenture witnesseth that in order to carry out the said sale and in consideration of Three hundred and fifty pounds Sterling by the said Secretary of State now paid to the said parties hereto of the first part who do hereby acknowledge that they have received the same sum and do hereby release the said Secretary of State his successors and assigns therefrom They the said parties hereto of the first part do hereby for themselves jointly and severally and for their respective heirs executors administrators and assigns covenant and agree with the said Secretary of State his successors and assigns and also separately with his Royal Highness his heirs and assigns That he the said William Woodham Connor his heirs or assigns and all other necessary parties if any shall and will at the costs of the said Secretary of State his successors or assigns at or before the next customary Court to be holden in and for the Manor of Enfield in the County of Middlesex well and effectually

surrender or cause to be surrendered into the hands of the Lord or Lady of the same Manor or his or her Steward according to the custom thereof All that allotment or parcel of copyhold land held of the Manor of Enfield in the County of Middlesex situate in Little Rammey Marsh containing three acres two roods and 23 perches or thereabouts bounded on the North by the Parish of Chestnut on the North East and South East by the River Lea and on the West by a navigable branch of the said River Lea and the Lockhouse and yard with the appurtenances which said allotment or parcel of land is one of three allotments awarded under the Enfield Inclosure Award and is No<sup>d</sup>. 1357 in the said Award plan and which parcel is together with other lands in the said Parish of Chestnut now in the occupation of William King as yearly tenant at a yearly rent of £24<sup>10</sup>/<sub>0</sub> whereof it has been agreed that the yearly sum of £7 shall be the apportioned yearly rent in respect of the said parcel hereby covenanted to be surrendered And also by way of further surrender all rights of way and all other ways rights and appurtenances to the said parcel hereby covenanted to be surrendered belonging or in anywise appertaining And all the Estate right title interest property claim and demand whatsoever of the said William Woodham kammor unto and upon the same hereditaments To the use of his said Royal Highness and his heirs To be holden at the Will of the Lord or Lady according to the custom of the said Manor by and under the rents and services heretofore due and of right accustomed in respect of the same hereditaments but in trust only for the said Secretary of State his successors and assigns on behalf of Her Majesty her heirs and successors and for the purposes mentioned in the Eighth section of the said Defence Act 1842. And it is hereby agreed and declared between and by all the parties hereto that in the meantime and until the said copyhold hereditaments hereby covenanted to be surrendered in manner aforesaid shall be duly surrendered accordingly the said William Woodham kammor and his heirs and all and every other persons and person by or in whom the same or any part thereof are is or may be held or vested shall stand and be seized of and interested in the same In trust only for the said Secretary of State his successors and assigns on behalf of Her Majesty Her heirs and successors And each of the said persons parties hereto of the first part for himself alone but not the one for the other of them doth hereby for himself his heirs executors and administrators covenant and declare with and to the said Secretary of State his successors and assigns and also separately with His said Royal Highness his heirs and assigns that he the covenantor hath not

heretofore made done committed or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said copyhold hereditaments hereby covenanted to be surrendered or intended so to be or any part thereof are is shall or may be impeached charged affected or incumbered in title estate or otherwise howsoever or whereby or by reason or means whereof the said William Woodham Bonnop may be prevented or hindered from surrendering the same hereditaments or any part thereof in manner aforesaid according to the true intent of these presents And whereas the several documents comprised in the Schedule hereto relate to the said hereditaments hereby covenanted to be surrendered and also to certain other hereditaments devised by the said Will of the said Henry Bonnop and now remaining subject to the trusts of the same Will and the same documents are now in the custody of the said parties hereto of the first part as Trustees of the same Will and upon the treaty for the said Sale it was agreed that they should enter into such covenants with respect thereto as hereinafter contained Now therefore each of the said parties hereto of the first part as far as relates to the acts of himself and his own heirs executors and administrators alone and so as to bind himself his heirs executors and administrators respectively only so long as the same documents shall actually be or remain in his or their custody or possession but so nevertheless as to bind so far as may be all holders from time to time of the same documents Both hereby for himself his heirs executors and administrators further covenanted with the said Secretary of State his successors and assigns That they the said parties hereto of the first part or one of them their or some or one of their respective heirs or assigns shall and will unless prevented from so doing by fire or other inevitable accident upon every reasonable request and at the costs and charges of the said Secretary of State his successors or assigns produce and shew forth to him or them or to such person or persons as he or they shall direct the several documents comprised in the said Schedule hereto and at the like request costs and charges make and deliver or cause to be made and delivered unto the said Secretary of State his successors or assigns attested or other copies or Abstracts of or extracts from all or any of the same documents and permit such copies abstracts and extracts to be examined and compared with the originals by any person or persons whom he or they may appoint for that purpose and shall and will in the meantime keep the same whole uncanceled and undefaced unless prevented as aforesaid In witness whereof the said parties to these presents have hereunto set their

hands and seals the day and year first above written

Schedule to the foregoing Indenture

Documents covenanted to be produced

1831. August 29<sup>th</sup> and 30<sup>th</sup> Indentures of Lease and Release the Release made between Newell  
Connop the Elder Esquire of the 1<sup>st</sup> part The Reverend John Connop of the  
second part Newell Connop the younger Esquire of the 3<sup>rd</sup> part Woodham Connop  
Esquire of the 4<sup>th</sup> part Major Richard Connop of the 5<sup>th</sup> part Captain Henry  
Connop of the 6<sup>th</sup> part Sarah Connop Spinster of the 7<sup>th</sup> part Emma Connop  
Spinster of the 8<sup>th</sup> part and John Fesdale Gentleman of the 9<sup>th</sup> part  
1869 September 24<sup>th</sup> Stewards copy Admission of William Woodham Connop  
1871 September 28<sup>th</sup> Indenture made between William Woodham Connop of the 1<sup>st</sup> part Newell  
Connop of the 2<sup>nd</sup> part and Charles Alan Fyffe of the 3<sup>rd</sup> part  
1876 October 18<sup>th</sup> The hereinbefore recited consent in writing by Lucy Eliza Fyfe

W. W. (LS) Connop

Charles A. (LS) Fyffe.

Signed Sealed and Delivered by the within named William Woodham  
Connop and Charles Alan Fyffe in the presence of - Henry Pemberton Leach  
10 Lancaster Place Strand London Solicitor

Received the day and year first within written of and from Her  
Majesty's principal Secretary of State for the War Department the sum  
of Three hundred and fifty pounds being the consideration money within } £ 350  
expressed to be paid by herri to us.

Witness

H. P. Leach

W. W. Connop

Charles A. Fyffe.