



# The History of Ewyas Lacy

Document Record

**Held at:** Private Collection

**Reference:** JJC

**Source:** Original Documents

**Title:** Digital Archive: Jess Jones Collection - Documents relating to Crossway, Sitcombe and Clay Pitts in the Parish of Dorstone [5]

**Place name:** Golden Valley

**Date:** 1957 - 1997

## Description:

Photographs of the following documents from the Jess Jones Collection:

No.	Date	Description
36	21 Sep 1957	Conveyance by AW Farr and others to RT Breese Esq of Crossway House
37	1 Jan 1960	Agreement for supply of water to Crossway House, between Capt. DT Wilding Davies and Mr RT Breese
38	1 Jan 1960	Copy of [37]
39	22 Sep 1972	Epitome of Title ; proof and Registry of Probate of the will of Richard Thomas Breese of Crossway House, died 29 August 1972
40	29 Jan 1973	Conveyance of Crossway House from Arthur Samuel Pierson Jones to David Edward Hodson and Christina Ruth Hodson, further to the will of Richard Thomas Breese late of Crossway House
41	23 Mar 1973	Legal Charge [Mortgage] between David E Hodson and Christina R Hodson of Crossway House and the Guardian Building Society and release dated 29 Nov 1985
42	18 Apr 1974	Second mortgage between David E Hodson and Christina R Hodson of Crossway House and Lloyds Bank Limited; and release dated 19 Aug 1977
43	29 Jul 1977	Mortgage between David E Hodson and Christina R Hodson of The Breese House [formerly Crossways House] and the National Westminster Bank
44	15 Jul 1986	Conveyance between David and Christina Hodson and Richard Prince and Gillian Curtin of Breese House formerly Crossway House [map included]



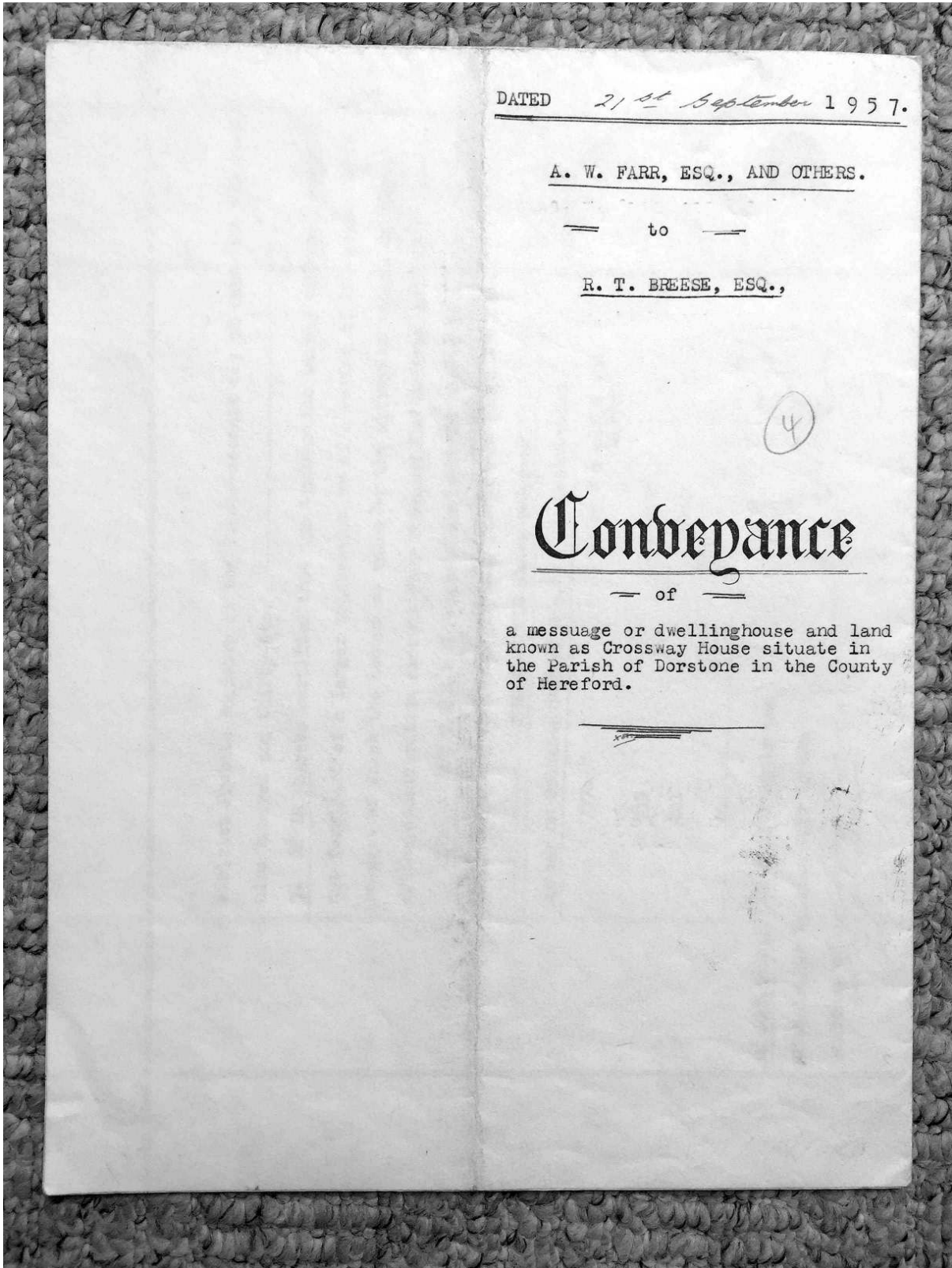
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45	15 Jul	1986	Conveyance between David and Christina Hodson and Prince Landscapes Ltd for 2.5 acres of land at OS 811 [map included]
46	10 Feb	1997	Correspondence regarding the Breese Barns [map included]

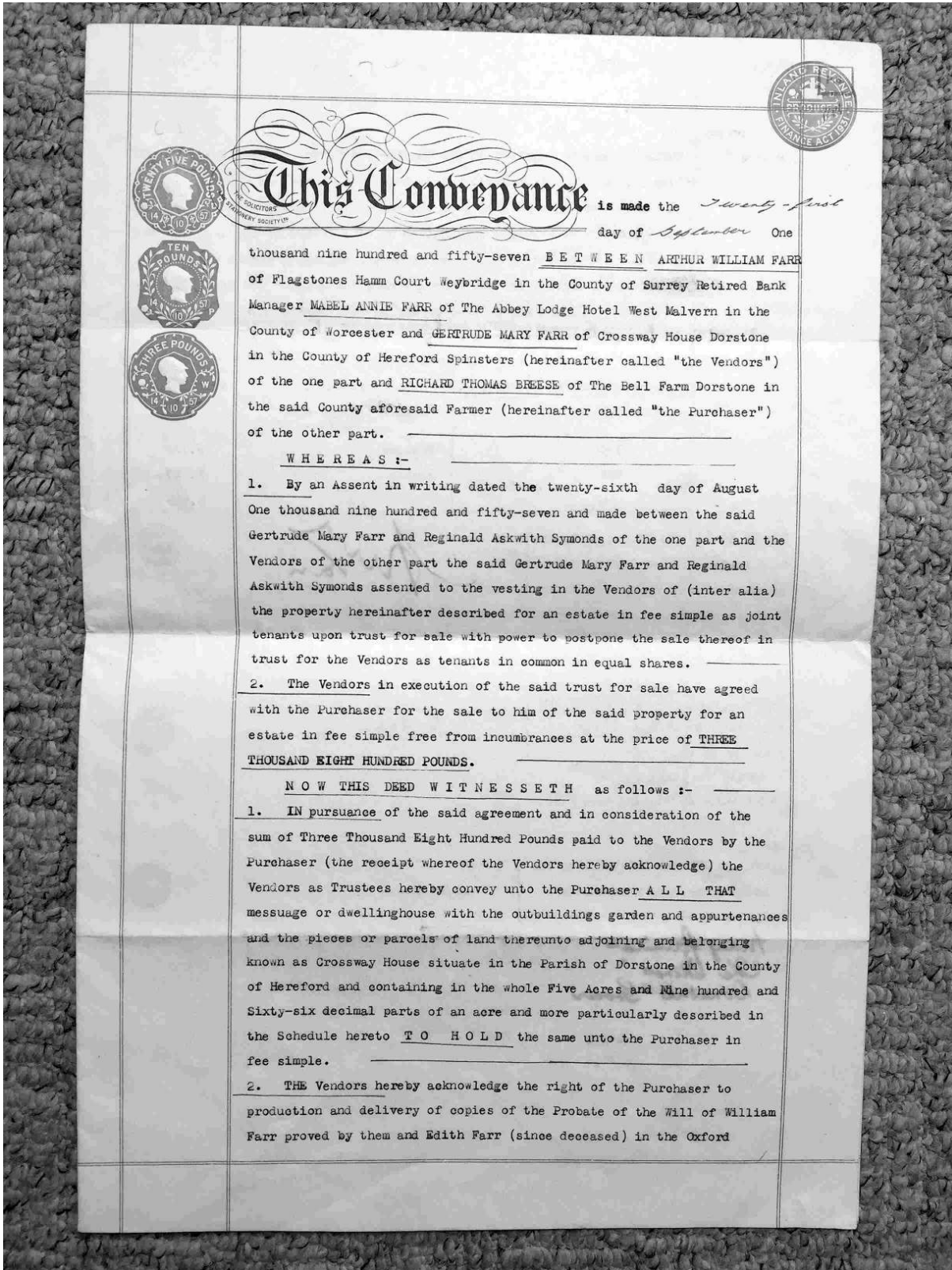
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# The History of Ewyas Lacy

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# The History of Ewyas Lacy

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District Probate Registry on the Twenty-seventh day of June One thousand nine hundred and thirty-two.

3. 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 Four Thousand Two Hundred and Fifty Pounds.

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

THE SCHEDULE above referred to.

Number on Ordnance Survey Map.	Description.	Acreage.
755a	House Buildings and Garden.	.698
755	Pasture	2.721
811	Arable	2.547
		5.966

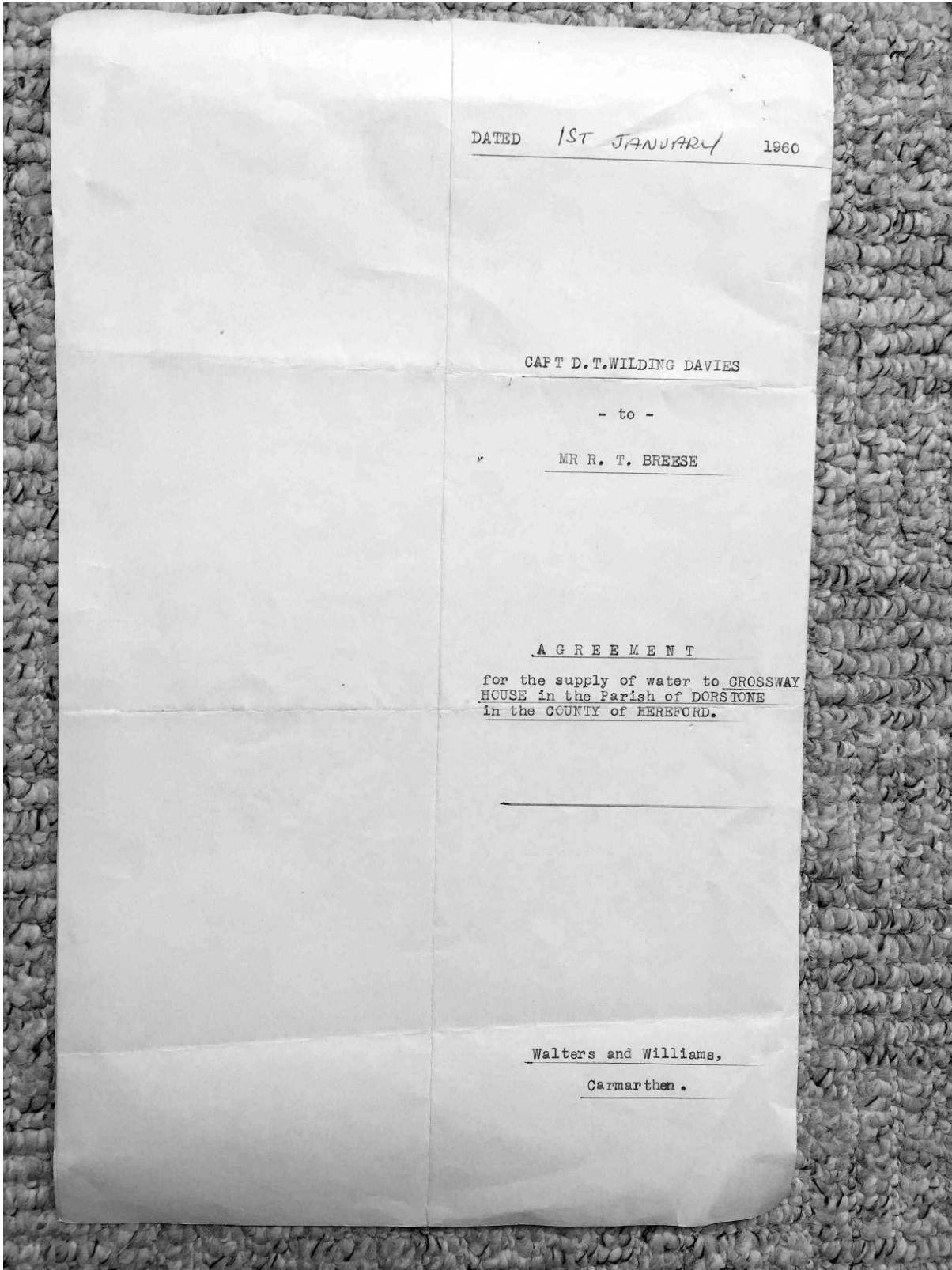
SIGNED SEALED AND DELIVERED by the  
said Arthur William Farr in the  
presence of :- *Arthur W. Farr*  
110 Church Hill, Waddlesstone  
Co. W. Yorks

SIGNED SEALED AND DELIVERED by the  
said Mabel Annie Farr in the  
presence of :- *M. A. Farr*  
*Mary M. Wyley*  
171 West Malvern Rd  
Malvern  
Housewife

SIGNED SEALED AND DELIVERED by the  
said Gertrude Mary Farr in the  
presence of :- *G. M. Farr*  
*Mary James*  
"The Stores"  
Dorstone Grocer

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DAVID THERON WILDING DAVIES of Fayre Oaks Cottage Kings Acre Road Hereford in the County of Hereford having agreed for himself and his Successors in Title with RICHARD THOMAS BREESE of Crossway House, Dorstone in the said County of Hereford for himself and his Successors in Title to permit him to use the supply of water as now enjoyed to Crossway House Dorstone aforesaid which supply is derived from the adjoining property of the said David Theron Wilding Davies I the said RICHARD THOMAS BREESE HEREBY AGREE to disconnect any pipes or other works in connection with such supply if required to do so by the said David Theron Wilding Davies twelve months after the said David Theron Wilding Davies shall have given Notice of his intention to discontinue the said Water Supply AND I ALSO AGREE to pay an Annual Rent of TWO POUNDS to the said DAVID THERON WILDING DAVIES for such Water Supply on the First day of January in every year the first of such payments to be deemed to have been made on the First day of January One thousand nine hundred and sixty AND I the said DAVID THERON WILDING DAVIES HEREBY AGREE that I shall be responsible at my own expense for the maintenance repair and renewal of all the pipes tanks and water system relating to the said supply of water to Crossway House aforesaid in so far as the same lie on my said adjoining property.

DATED this FIRST day of JANUARY One thousand nine hundred and sixty.

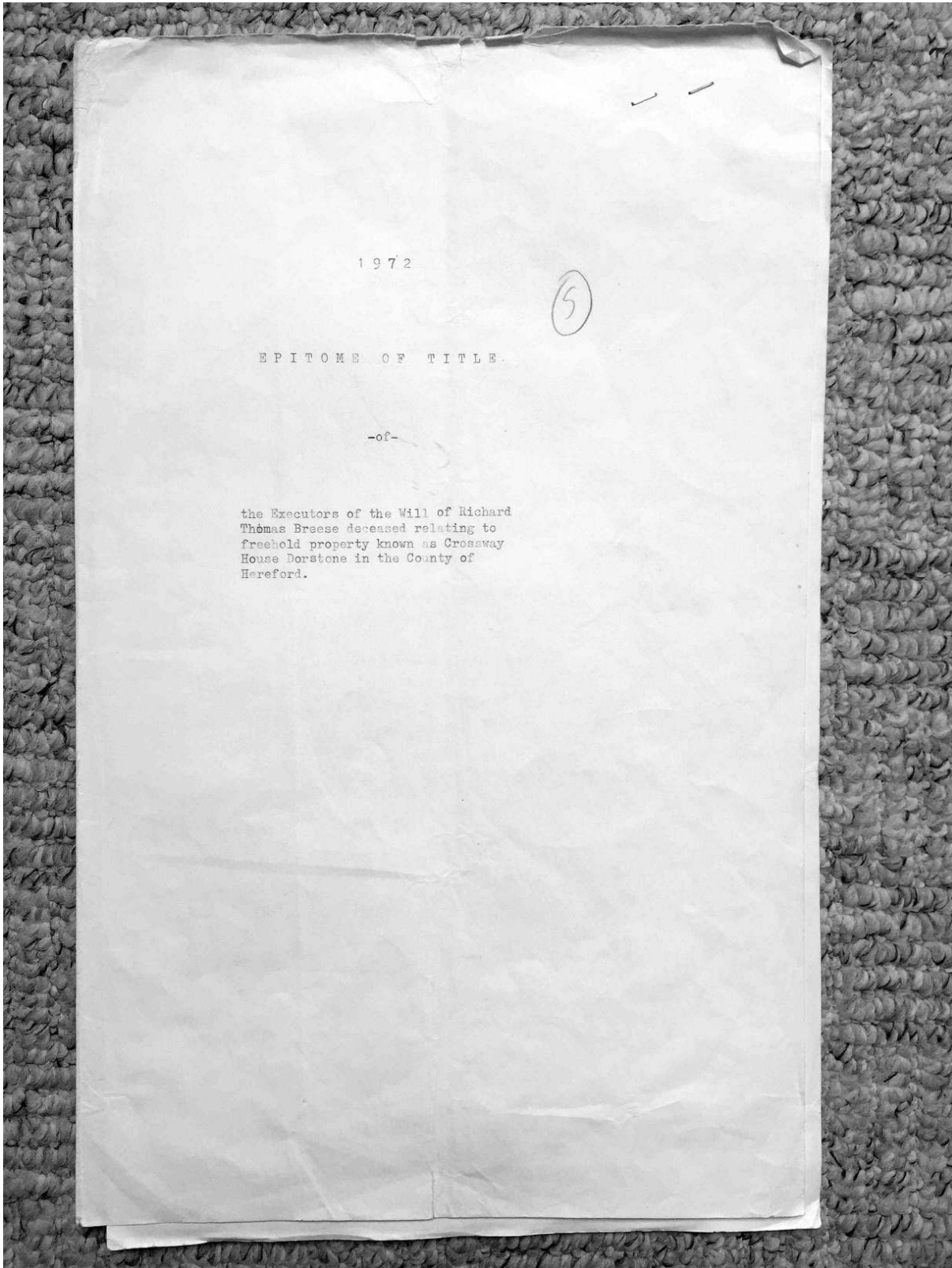
SIGNED by the said DAVID THERON WILDING DAVIES )  
DAVIES in the presence of :- )

*D. Theron Wilding Davies*  


*Richard Thomas Breeze*  
*Carmarthen*  
*Sheriff*

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Original produced and  
 Examined at our offices this  
 26th day of January 1973. 4  
 R. Trevor. Griffiths  
 Solicitors Hereford.

20

**In the High Court of Justice**  
 The District Probate Registry at OXFORD

BE IT KNOWN that RICHARD THOMAS BREESE of  
 Crossway House Donstone Herefordshire

died on the 29th day of August 1972

domiciled in England and Wales

AND BE IT FURTHER KNOWN that at the date hereunder written the last  
 Will and Testament


(a copy whereof is hereunto annexed) of the said deceased was proved and  
 registered in the District Probate Registry of the High Court of Justice at  
 OXFORD

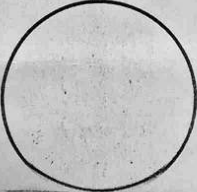
and Administration of all the estate which by law devolves to and vests in  
 the personal representative of the said deceased was granted by the aforesaid  
 Court to BARCLAYS BANK TRUST COMPANY LIMITED  
 of 54 Lombard Street in the City of London  
 and ARTHUR SAMUEL PEIRSON JONES of  
 Tymawr Llanigon Breconshire the  
 executors named in the said Will

and it is hereby certified that an Inland Revenue affidavit has been delivered wherein it is shown  
 that the gross value of the said estate in Great-Britain <sup>the United Kingdom</sup>  
 (exclusive of what the said deceased may have been possessed of or entitled  
 to as a trustee and not beneficially) amounts to £ 306324.01  
 and that the net value of the estate amounts to £ 305747.38

and it is further certified that it appears by a receipt signed by an Inland Revenue officer on the  
 said affidavit that £116390.27 on account of estate duty and interest  
 on such duty has been paid.

Dated the 22nd day of September 1972

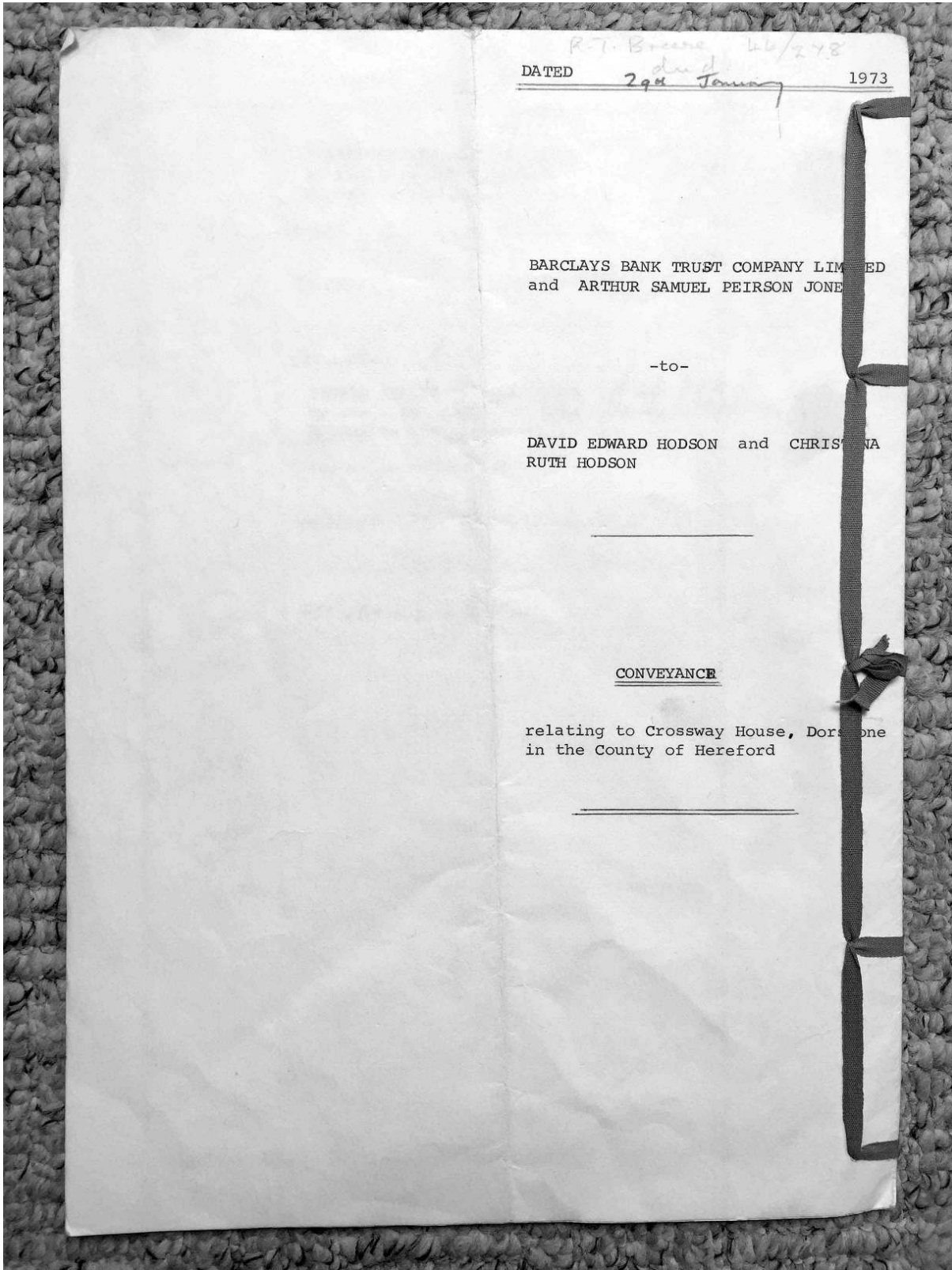
  
 Deputy District Registrar.



OFFICE COPY  
 VALID ONLY IF BEARING IMPRESSED COURT SEAL

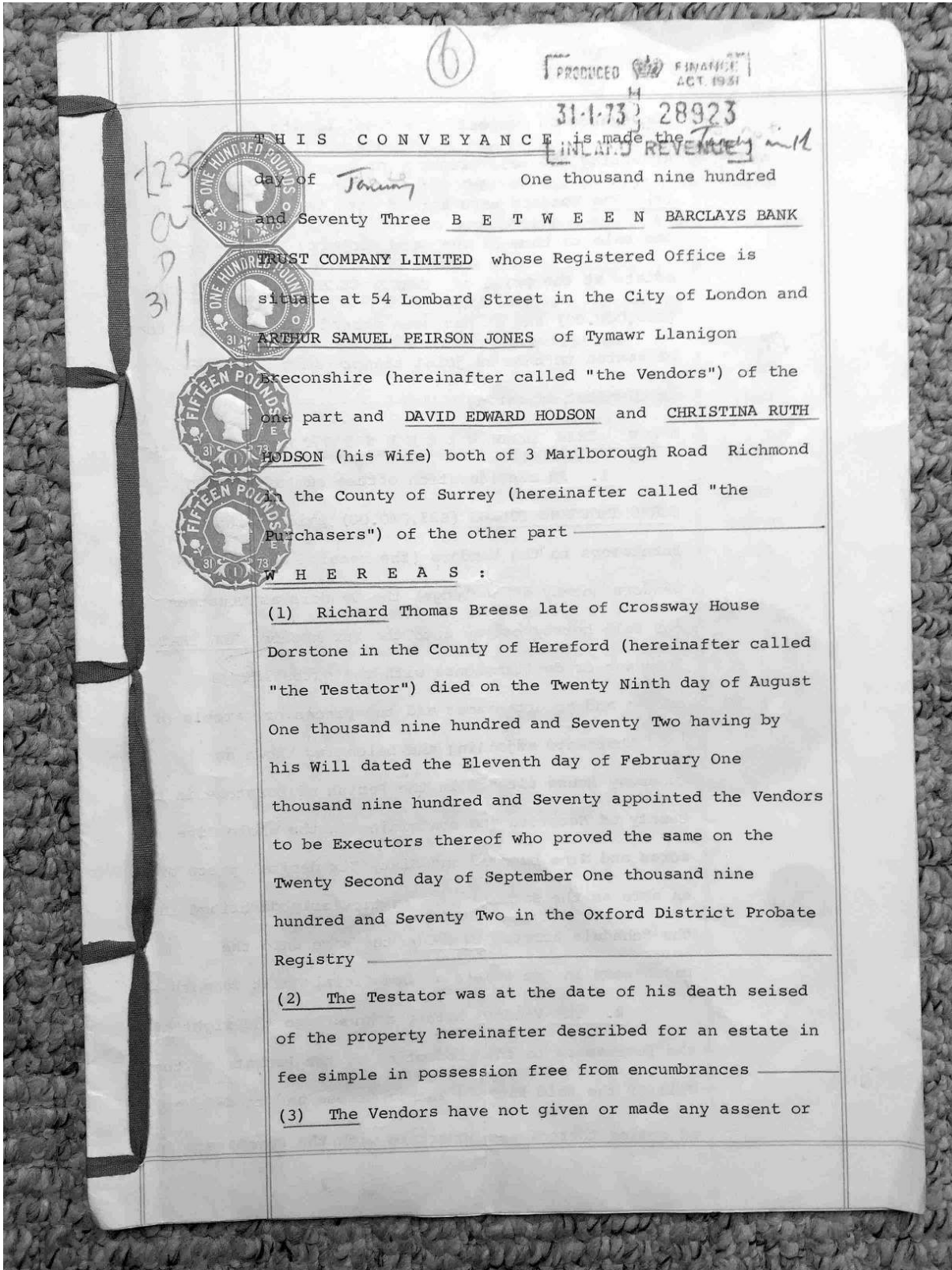
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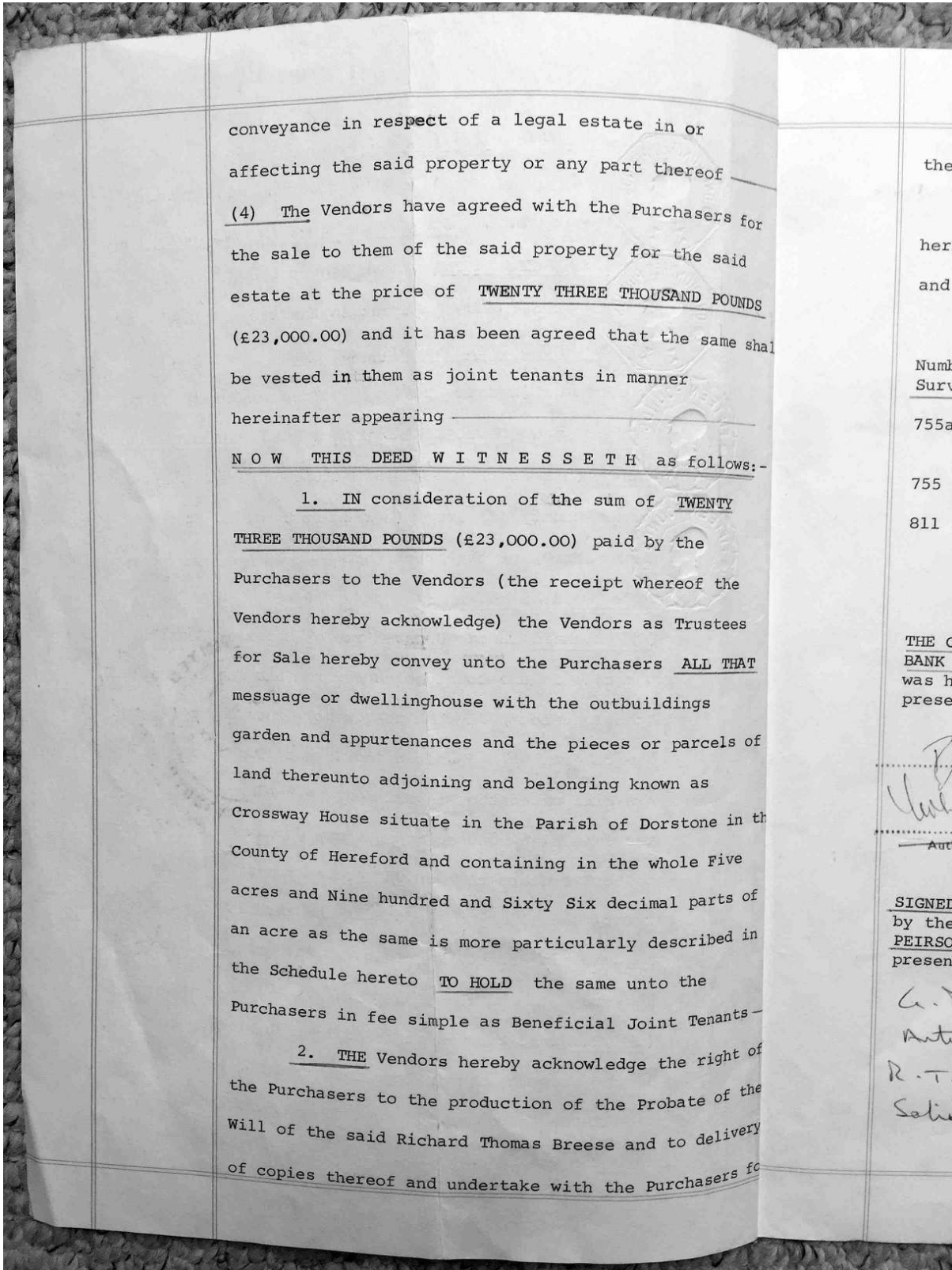
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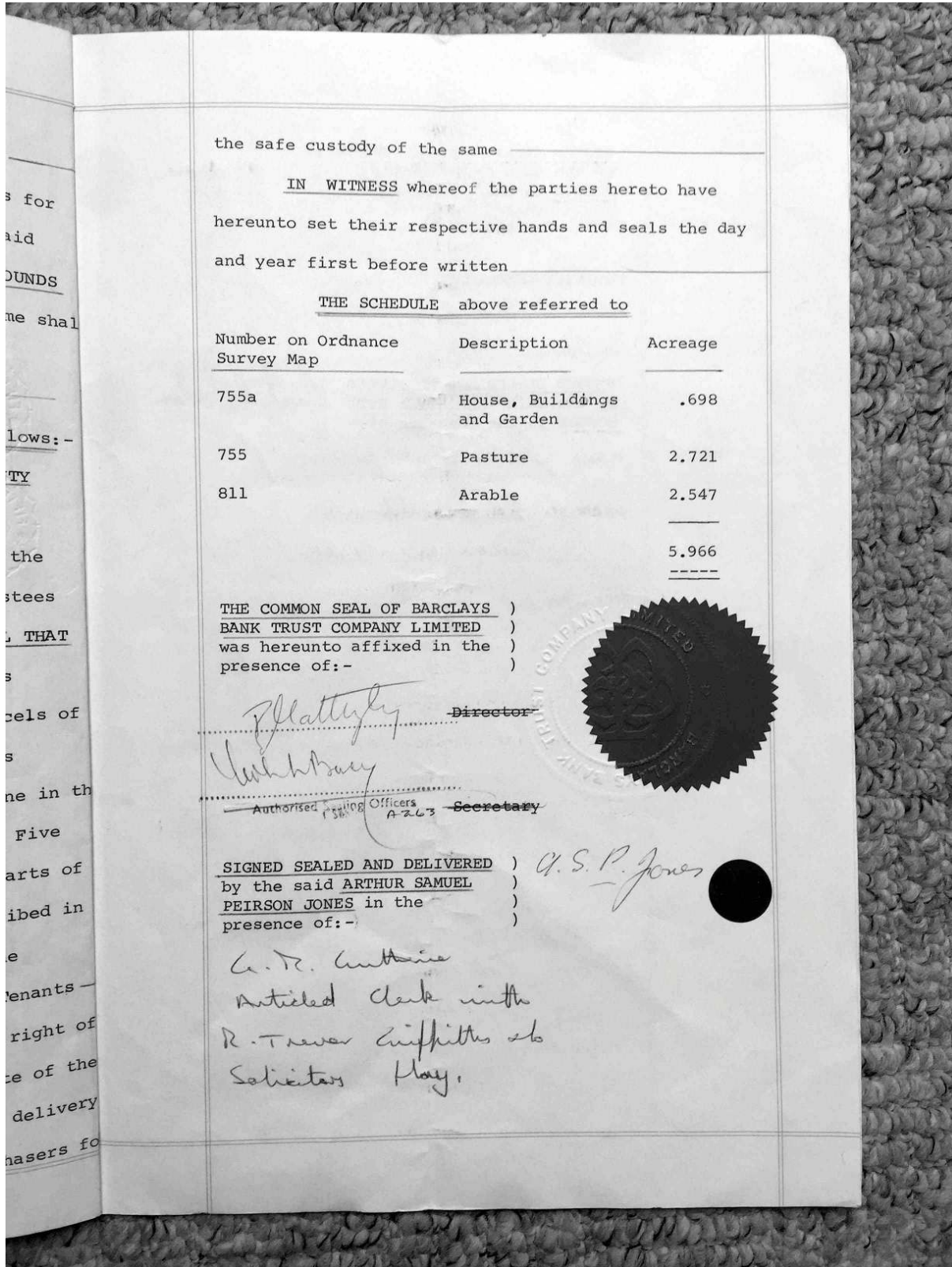
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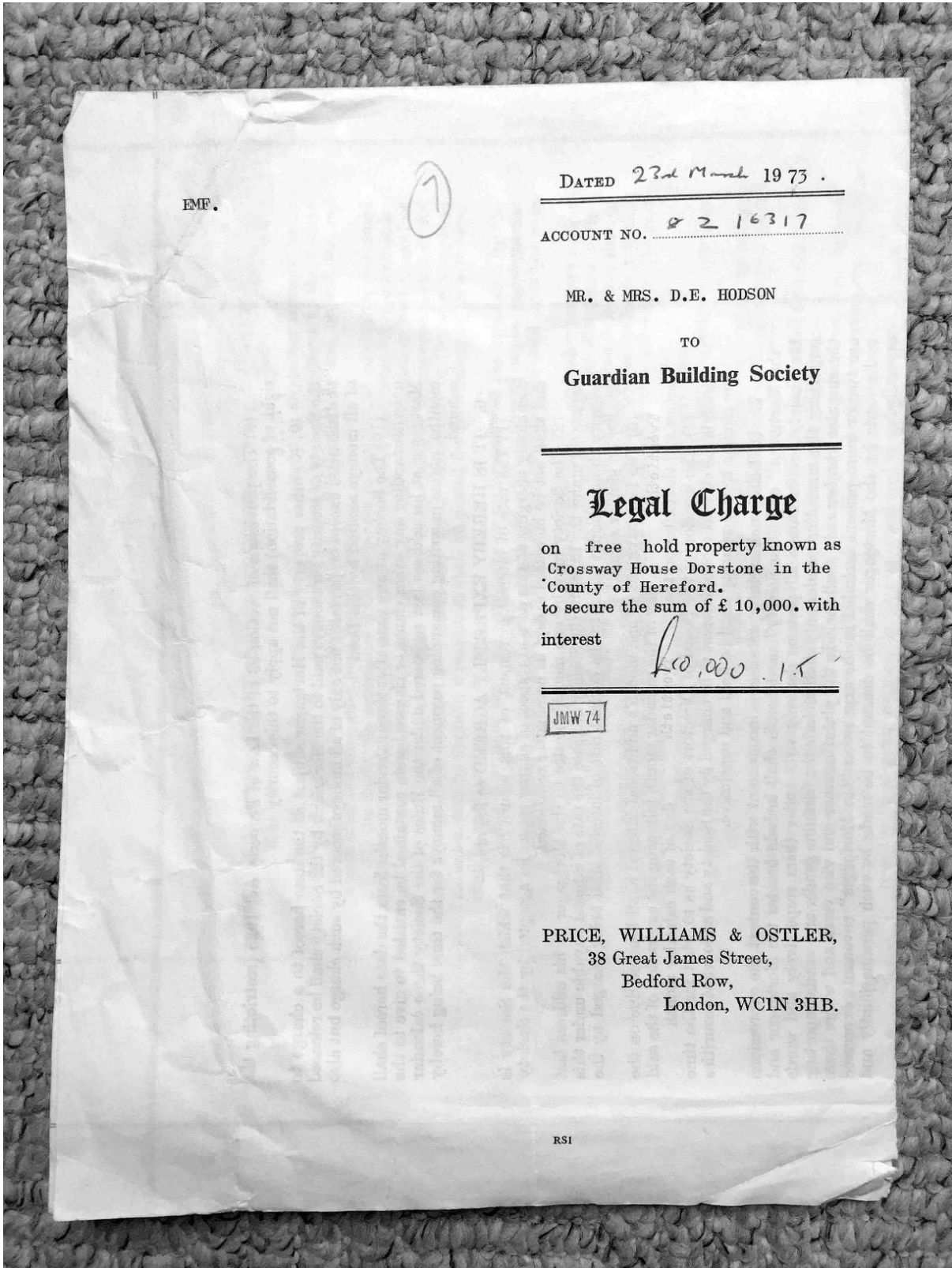
## Document Record

	<p>SIGNED SEALED AND DELIVERED ) by the said DAVID EDWARD ) HODSON in the presence of:- )</p>	
WITNESS.	NAME. <u>John Kershaw</u>	
	ADDRESS <u>75 Blandford Rd,</u> <u>Teddington, Middx.</u>	
	OCCUPATION <u>Author.</u>	
	SIGNED SEALED AND DELIVERED ) by the said CHRISTINA RUTH ) HODSON in the presence of:- )	
WITNESS.	NAME <u>John Kershaw</u>	
	ADDRESS <u>75 Blandford Rd,</u> <u>Teddington, Middx.</u>	
	OCCUPATION <u>Author.</u>	



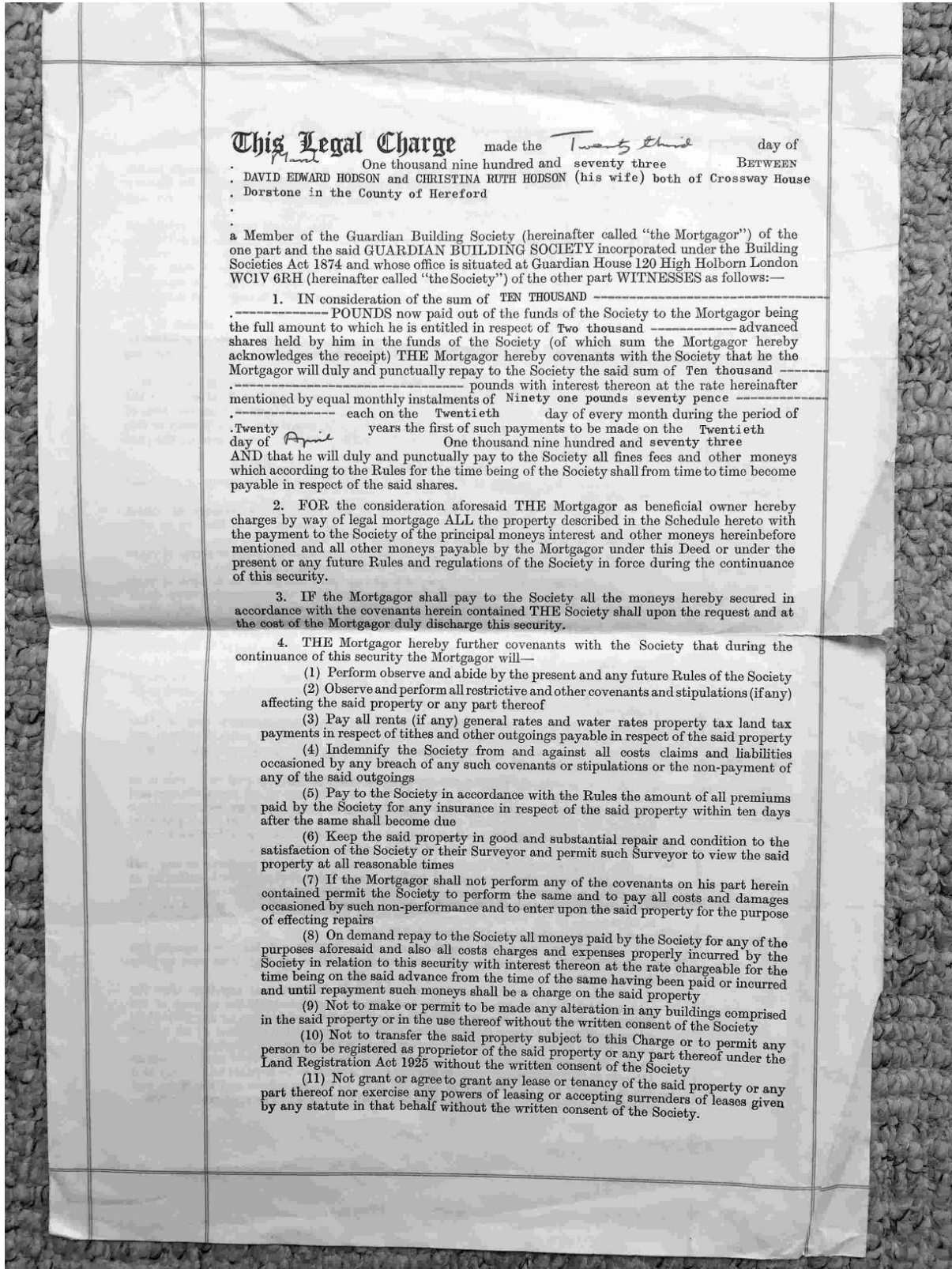
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5. IT IS HEREBY AGREED AND DECLARED as follows:—

(1) If at any time—

(a) any monthly instalment of principal and interest or any other moneys (other than the said principal sum) which shall be payable by the Mortgagor to the Society under the covenants hereinbefore contained shall be in arrear and unpaid for one month after the same shall have become due or

(b) the Society in accordance with the power in that behalf hereinafter contained shall give notice demanding payment of all moneys for the time being secured hereunder and default shall have been made in payment of the sum demanded or part thereof or

(c) the Mortgagor shall enter into any composition or arrangement with or for the benefit of his creditors or commit any act of bankruptcy or (being a company) an order shall be made or a resolution shall be passed for its winding up or a receiver shall be appointed or

(d) the Mortgagor shall fail to observe or perform any of the covenants by the Mortgagor contained in this security or in any deed expressed to be supplemental or collateral hereto (other than a covenant for repayment of the said principal sum on a fixed date)

then and in any of such cases all the principal money interest and other moneys hereby intended to be secured shall immediately become payable by the Mortgagor to the Society and shall be recoverable by the Society with interest thereon from the time of the same becoming payable at the rate chargeable under the Rules of the Society or this security and the Society at any time thereafter without any further consent on the part of the Mortgagor may—

(i) take possession of the said property or any part thereof and

(ii) enter into receipt of the rents and profits of the said property or any part thereof and

(iii) appoint at the cost and sole risk of the Mortgagor a receiver to collect and receive such rents and profits for the use and benefit of the Society at such commission as the Society shall think fit and

(iv) lease the said property or any part thereof for such purposes or terms of years and on such terms as the Society shall in their discretion think fit and

(v) absolutely sell the said property or any part thereof at such time in such manner and subject to such conditions as the Society in their discretion may deem expedient and with power to buy in or rescind or vary any contract for sale and to re-sell without being responsible for loss occasioned thereby and with all such other incidental powers in that behalf as if the Society were absolute owners and

(vi) exercise and put in force all other powers which may be vested in the Society as mortgagees by virtue of this security the Rules of the Society or by statute

(2) No tenant of or purchaser from or other person dealing with the Society shall be concerned to see or enquire if any of the aforesaid events or cases have occurred or be prejudiced by any improper exercise of any of the said powers

(3) The receipt in writing of the Society for any purchase-money rent or other money shall effectually discharge the person or persons paying the same therefrom and from being concerned to see to the application or being liable for the misapplication or non-application thereof

(4) The Society shall apply any moneys received by them for rent or on sale of or otherwise in respect of the said property first in discharge of all costs charges and expenses incurred in anywise incidental to the exercise of the powers herein or in the Rules of the Society contained and next in satisfaction and discharge of all principal moneys and interest instalments fines fees and other moneys then due to the Society And shall pay the surplus (if any) to the Mortgagor or as he may direct

(5) In the event of the Society taking possession of the said property or any part thereof the Society shall become and be the agent of the Mortgagor with authority at his expense to remove store preserve sell or otherwise dispose of any furniture or chattels of the Mortgagor which the Mortgagor shall refuse or omit to remove in such manner in all respects as the Society shall think fit provided that nothing in this clause shall operate so as to constitute this charge a bill of sale

(6) The Society may effect in the name of the Society such insurance against fire or other risks in respect of the said property as the Directors may from time to time deem necessary

(7) The Society may without the consent of the Mortgagor at any time after the power of sale has become exercisable and also at any time with the consent of the Mortgagor transfer the benefit of this Charge subject to redemption to any individual or corporation or society (herein called "the Transferee") on payment of all money owing under this security and such money shall be deemed to be principal money due to the Transferee on demand and shall carry interest from the date of such transfer at the rate at that date payable to the Society such interest to be payable half-yearly as if the Mortgagor had covenanted to pay the same to the Transferee and the Rules and provisions of the Society (party to these presents) had ceased to be applicable thereto

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(8) The provisions of Section 93 of the Law of Property Act 1925 (restricting the right of consolidation) shall not apply to this security

(9) No other property of the Mortgagor subject at the date hereof to a charge to the Society as security for moneys paid to the Mortgagor by the Society shall be released or discharged except on payment not only of all moneys secured by such charge but also of all moneys secured by this Deed

(10) The Society at any time after three calendar months from the date hereof shall notwithstanding any other clause or clauses herein contained be entitled to give to the Mortgagor at his address last registered under the Rules of the Society three calendar months' notice in writing demanding payment of all moneys for the time being hereby secured.

6. IT IS HEREBY EXPRESSLY AGREED as follows:—

(1) The rate of interest in respect of this security is that which the Society is commonly charging at this date in respect of similar securities accepted by the Society and shall not be increased except as hereinafter mentioned

(2) The Society may by one month's notice to the Mortgagor at his address last registered under the Rules of the Society increase the rate of interest payable under this security to an amount equal to the current rate of interest then being charged by the Society on similar securities

(3) The first payment of one month's additional interest shall become due on the Twentieth day of the calendar month following the expiration of the said notice and thereafter on the Twentieth day of each calendar month

(4) The decision of the Board of Directors of the Society as to what for the time being is the current rate of interest to be charged by the Society and as to what securities are similar to this security shall be final and conclusive.

7. UNLESS such an interpretation is inconsistent with the context the expressions "the Mortgagor" and "the Society" used herein shall include besides the Mortgagor and the Society herein names all persons deriving title under them respectively and words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Mortgagor" covenants expressed to be made by the Mortgagor shall be deemed to be made by such persons jointly and severally.

IN WITNESS whereof the Mortgagor has hereunto set his hand and seal the day and year first above written.

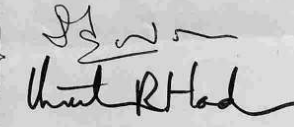
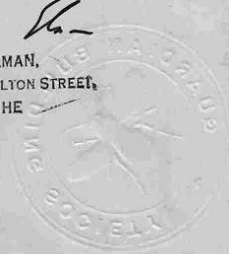
THE SCHEDULE above referred to.

ALL THAT freehold land and dwellinghouse situate at and known as Crossway House Dorstone in the County of Hereford as the same is more particularly described in a Conveyance dated the Twenty-ninth day of January One thousand nine hundred and seventy three made between Barclays Bank Trust Company Limited and Arthur Samuel Peirson Jones of the one part and the Mortgagor of the other part -----

SIGNED SEALED and DELIVERED by  
the above-named DAVID EDWARD HODSON  
and CHRISTINA RUTH HODSON  
in the presence of

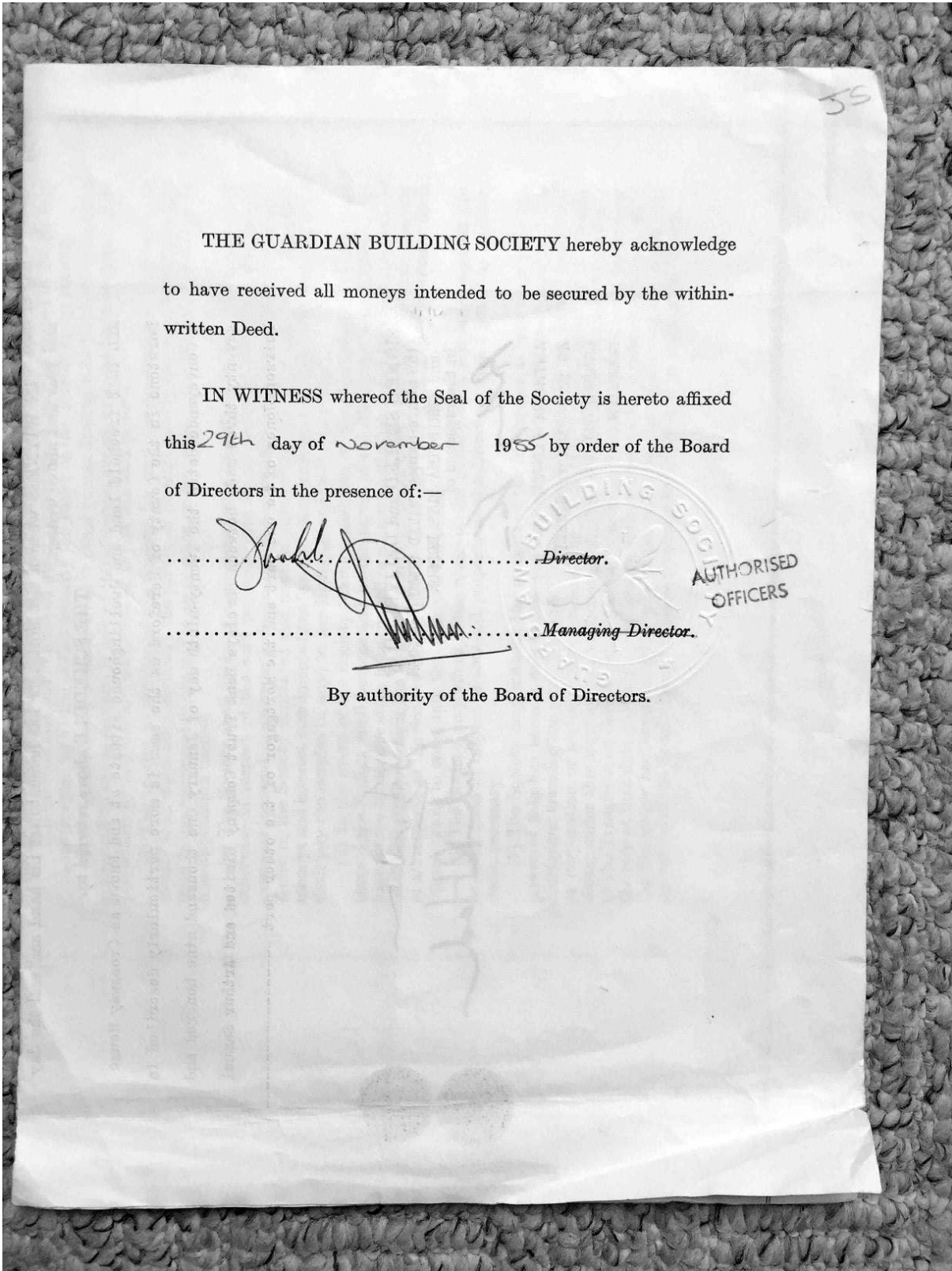


ANTHONY ELMAN,  
49, SOUTH MGLTON STREET,  
LONDON W1Y 1HE  
SOLICITOR



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NWB1015 Legal Mortgage (Revised April 1973)  
of freehold or leasehold by person(s) or company

(4)

This Legal Mortgage is made the *29th* day of *July*  
One thousand nine hundred and *seventy seven* Between  
*David Edward Hodson and Christina Ruth Hodson*  
*both of The Breese House Dorstone Herefordshire*

(the Mortgagor) of the one part and NATIONAL WESTMINSTER BANK LIMITED (the Bank) of the other part.

1 If the expression 'the Mortgagor' includes more than one person it shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several.

2(a) The Mortgagor as beneficial owner charges by way of legal mortgage the property referred to in the Schedule hereto (the Mortgaged Property) as a continuing security to the Bank for the discharge on demand of:

- (i) all present or future indebtedness of the Mortgagor to the Bank on any current or other account with interest and bank charges and
- (ii) all other liabilities whatsoever of the Mortgagor to the Bank present future actual or contingent and
- (iii) all costs charges and expenses howsoever incurred by the Bank in relation to this Mortgage or such indebtedness or liabilities on a full indemnity basis

and for the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgment) at the rate of two per cent per annum above the Bank's Base Rate from time to time with a minimum of six per cent.

(b) If the Mortgagor is a company incorporated under the Companies Acts (a Company) the Mortgagor also charges by way of floating security all moveable plant machinery implements utensils furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property with the discharge on demand of all moneys costs and interest as aforesaid and the expression 'the Mortgaged Property' shall be construed accordingly.

3 The Mortgagor will keep the Mortgaged Property in a good state of repair and condition and will keep it insured against such risks and in such office and for such amounts as the Bank may from time to time approve. If the Mortgagor fails to maintain or insure the Mortgaged Property the Bank may do so at the expense of the Mortgagor.

4 Section 103 of the Law of Property Act 1925 shall not apply to this Mortgage and the statutory power of sale and other powers shall be exercisable at any time after demand.

5 If the Mortgagor is not a Company and in the event of the Bank taking possession of the Mortgaged Property the Bank is hereby authorised as agent for the Mortgagor to remove store sell or otherwise deal with any furniture or goods which the Mortgagor shall fail or refuse to remove from the Mortgaged Property within seven days of being requested so to do by notice from the Bank and the Bank shall not be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Bank against all expenses incurred by the Bank in relation to such furniture or goods and the Bank shall account to the Mortgagor for the proceeds of any such sale after deducting any such expenses.

6 The statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors shall not be exercised by the Mortgagor without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction.

7 If the Bank receives notice of any subsequent charge or other interest affecting any part of the Mortgaged Property the Bank may open a new account or accounts with the Mortgagor; if the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received the notice.

8 In case the Mortgagor shall have more than one account with the Bank it shall be lawful for the Bank at any time and without any prior notice forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank shall notify the Mortgagor of the transfer having been made.

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9 None of the persons included in the expression 'the Mortgagor' shall as against the Bank be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression 'the Mortgagor'.

10 A demand or notice hereunder shall be made in writing signed by an officer of the Bank and may be served on the Mortgagor either personally or by post. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Bank and a demand or notice so addressed and posted shall be effective notwithstanding that it be returned undelivered and notwithstanding the death of the Mortgagor.

IN WITNESS whereof this Legal Mortgage has been executed by the Mortgagor the day and year first before written.

‡For a Company insert name

### The Schedule

Registered Land HM Land Registry Charge of Whole

County or County Borough :

Parish or Place :

Title Number :

Property :

No reference should be made to any prior charge

‡For an individual insert full name

It is hereby certified that this Mortgage does not contravene any of the provisions of the Memorandum or Articles of Association of any Company comprised in 'the Mortgagor' and has been executed in accordance therewith.

### Unregistered Land

The *Crossway House* <sup>file</sup> hold property known as *The Breese House (formerly Dæstone Herefordshire)*

and comprised in the following documents :  
*subject to a mortgage dated 23rd March 1973 between David Edward Hodson Christina Ruth Hodson and Guardian Building Society*

‡For an individual insert full name

Date	Documents	Parties

\*In the case of a second mortgage of unregistered land insert here "subject to a mortgage dated ..... between ..... and ....."  
 (and delete the words "and comprised in the following documents")

NWB 1015 Revised April 73

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The Common Seal of \_\_\_\_\_ LIMITED was }  
hereunto affixed in the presence of \_\_\_\_\_ }  
†For a Company insert name

Director \_\_\_\_\_

Secretary \_\_\_\_\_

Signed Sealed and Delivered by the above-named }  
‡ David Edward Hodson } \_\_\_\_\_

†For an individual insert full name

in the presence of: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
National Westminster Bank Limited  
HEREFORD  
12 Broad St.

Occupation Bank Clerk

Signed Sealed and Delivered by the above-named }  
‡ Christina Ruth Hodson } \_\_\_\_\_

†For an individual insert full name

in the presence of: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
National Westminster Bank Limited  
HEREFORD  
12 Broad St.

Occupation Bank Clerk

*[Embossed Seal: National Westminster Bank Ltd]*



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*53551*

**National Westminster Bank Limited**

Hereford, 12 Broad Street Branch  
12 Broad Street  
Hereford HR4 9AH

Please address your reply to the Manager

Your ref  
Our ref SECS/NGB/I  
Date 11 November 1980

Telephone Hereford ~~59544~~ (STD Code 0432)

*82 16317*

The Manager  
Guardian Building Society  
Guardian House  
120 High Holborn  
LONDON  
WC1V 6RH

*(8)*

Dear Sir


D E & C R Hodson - Account No M.8.Z.16317

Upon reviewing our records, we discovered that Lloyds Bank Limited Notting Hill Gate Branch had forwarded on to us a Legal Charge dated 18 April 1974 between our above-named customers and themselves duly discharged on 19 August 1977. As you are the first mortgagees we feel that you should hold this with the rest of the Deeds. Please find enclosed the released Charge together with our form of receipt which we shall be grateful if you will kindly sign and return to us in due course.

Yours faithfully

*T W Martin*  
T W Martin  
Branch Accountant

*me*



Registered Number 929027 England Registered Office 41 Lothbury, London EC2P 2BP

whether as principal or surety) together with interest to date of repayment commission banking charges law and other costs charges and expenses (such interest being computed both before and after any such demand according to the usual mode of the Bank with current accounts and notwithstanding that any account hereby secured may from any cause cease to be carried on as an ordinary banking account and so that interest shall be so payable as well after as before any judgment obtained hereunder).



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Subsequent Mortgage  
Leaseholds to secure own liabilities.

THE PROPERTY hereby charged:

The Freehold/Leasehold\* property known as or being  
*CROSSWAY HOUSE, DORSTONE, HEREFORDSHIRE*  
 NOW KNOWN AS - *BRESE HOUSE, DORSTONE, HEREFORDSHIRE.*  
 comprised in the document(s) particulars of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent, etc.)	Parties
29.1.73	CONVEYANCE	BARCLAYS BANK TRUST CO LTD + A. S. PERSON HONES To :- DAVID EDWARD HOBSON + CHRISTINA RUTH HOBSON

Land Certificate(s) Title No.(s)	County/County Borough/London Borough

**This Legal Charge** is made the *18<sup>th</sup>* day of *April* 19 *74*  
 between *DAVID EDWARD HOBSON and MRS CHRISTINA RUTH HOBSON,*  
*DORSTONE OR DORSTONE, HEREFORDSHIRE* *CROSSWAY HOUSE (FORMERLY NOW KNOWN AS BRESE HOUSE) FURNITURE DEALER*  
 and *WIFE*

(hereinafter called "the Mortgagor") of the first part and LLOYDS BANK LIMITED  
 whose address for service is their Branch at *LLOYDS BANK LIMITED NOTTING HILL GATE BRANCH 60 NOTTING HILL GATE LONDON W.11*  
 (hereinafter called "the Bank") of the second part.

1. The Mortgagor covenants with the Bank to pay to the Bank on demand all money and liabilities whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Mortgagor to the Bank or for which the Mortgagor may be or become liable to it on any current or other account or in any manner whatever (whether alone or jointly with any other person and in whatever name style or firm and whether as principal or surety) together with interest to date of repayment commission banking charges law and other costs charges and expenses (such interest being computed both before and after any such demand according to the usual mode of the Bank with current accounts and notwithstanding that any account hereby secured may from any cause cease to be carried on as an ordinary banking account and so that interest shall be so payable as well after as before any judgment obtained hereunder).

A. 60M/12/71

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2. (i) The Mortgagor as Beneficial Owner charges by way of legal mortgage the property specified above as a continuing security with the payment to the Bank of the principal money liabilities interest and other money hereby covenanted to be paid by the Mortgagor subject to the Prior Mortgage(s) mentioned in the Schedule hereto and to the principal money interest and other money thereby secured.
- (ii) In favour of a purchaser the principal money hereby secured shall be deemed to have become due on the day on which demand for payment thereof is made by the Bank and the statutory power of sale as hereby varied or extended shall be exercisable from and after that date which date (without prejudice to the equitable right to redeem) shall be the redemption date.
3. The powers and remedies conferred on mortgagees by the Law of Property Act 1925 shall apply to this security but without the restrictions on the exercise of the power of sale imposed by Section 103 of that Act.
4. The Mortgagor covenants with the Bank that the Mortgagor will keep the buildings on the mortgaged premises insured in an office or offices or with other insurers to be approved by the Bank against loss or damage by fire and such other risks and contingencies in their full value for the time being in the joint names of the Mortgagor and the Bank or with the interest of the Bank endorsed on the policy or noted as the Bank may require and will deposit the policies or a copy thereof with the Bank and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor to the Bank within seven days of their becoming payable failing which the Bank may at the expense of the Mortgagor effect or renew any such insurance as aforesaid as the Bank shall think fit and any sums paid by the Bank for this purpose shall be repayable by the Mortgagor to the Bank on demand with interest from the date of payment by the Bank at the current rate. In the event of any other policies of insurance covering any of the buildings on the mortgaged premises against any such risks as aforesaid the Mortgagor will hold any sums received under such policies in trust for the Bank and will pay the same to the Bank on demand.
5. The statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting surrenders of leases shall not be exercisable by the Mortgagor without the consent of the Bank signified in writing under the hand of a Controller of the Bank.
6. Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Bank may for the time being have for any money or liabilities due or incurred by the Mortgagor to the Bank or any right or remedy of the Bank thereunder.
7. The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.
8. Any Receiver appointed by the Bank may in the name or on behalf and at the cost of the Mortgagor let deal with or manage the mortgaged premises or any part thereof and carry out or complete thereon any works of building repair reconstruction furnishing or equipment and for any such purpose may borrow from the Bank. Any sum so borrowed shall be treated as immediately owing by the Mortgagor to the Bank and shall be secured hereby. The Mortgagor irrevocably appoints each such Receiver to be his attorney for the above purposes and these powers shall be in addition to all powers given by statute to the Bank or to any such Receiver.
9. Any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post letter to the address in the United Kingdom last known to the Bank or stated hereon of the person to whom or to whose personal representatives such notice is given or, if the Mortgagor is a Company, to the address hereon or to the registered office of the Company, and shall be assumed to have reached the addressee in the course of post. In the case of the death of any person a party hereto and until receipt by the Bank of notice in writing of the grant of probate of the will or administration of the estate of the deceased, any notice or demand by the Bank sent by post as aforesaid addressed to the deceased or to his personal representatives at the address of the deceased in the United Kingdom last known to the Bank or stated hereon shall for all purposes be deemed a sufficient notice or demand by the Bank to the deceased and his personal representatives and shall be as effectual as if the deceased were still living.
10. The charge hereby created is in addition to any other security or securities now or hereafter held by the Bank.

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# The History of Ewyas Lacy

## Document Record

11. Any sale in exercise of the statutory and other powers and remedies may be made either subject to or discharged from the said Prior Mortgage(s) or upon such terms as to indemnity as the Bank may think fit and the Bank may settle and pass the accounts of any person(s) in whom the said Prior Mortgage(s) may for the time being be vested and any account so settled and passed shall as between the Bank and the Mortgagor be deemed to be properly settled and passed and shall be binding on the Mortgagor accordingly.

12. If the person(s) entitled to the benefit of the said Prior Mortgage(s) shall call in the money thereby secured or shall take any step to enforce the said Prior Mortgage(s) the Bank may thereupon pay off the said Prior Mortgage(s) and take a transfer of the benefit thereof and the money so expended by the Bank and all costs of and incidental to the transaction incurred by the Bank shall be added to the money and liabilities hereby secured and shall bear interest at the current rate from the date of the same having been expended and such money and the interest thereon shall be charged upon the mortgaged premises.

13. The expressions "the Mortgagor" and "the Bank" where the context admits include their respective successors in title and/or assigns and if there are two or more persons parties of the first part all covenants herein contained or implied on the part of the Mortgagor shall be deemed to be joint and several covenants on their part.

### THE SCHEDULE.

	Date of Prior Charge or Mortgage.	Parties.
Insert particulars of Prior Mortgage(s).	23.3.73	DAVID EDWARD HODSON and MRS CHRISTINA RUTH HODSON AND GUARDIAN BUILDING SOCIETY

SIGNED sealed and delivered by the said  
 CHRISTINA RUTH HODSON  
 in the presence of R.g. Seal  
 LLOYDS BANK LIMITED  
 NOTTING HILL GATE BRANCH  
 50 NOTTING HILL GATE  
 LONDON W.11

*Christina Ruth Hodson* (Signature)  
 SEAL

SIGNED sealed and delivered by the said  
 DAVID EDWARD HODSON  
 in the presence of R.g. Seal  
 LLOYDS BANK LIMITED  
 NOTTING HILL GATE BRANCH  
 50 NOTTING HILL GATE  
 LONDON W.11

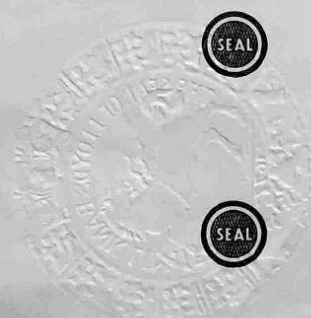
*David Edward Hodson* (Signature)  
 SEAL

SIGNED sealed and delivered by the said  
 in the presence of

SEAL

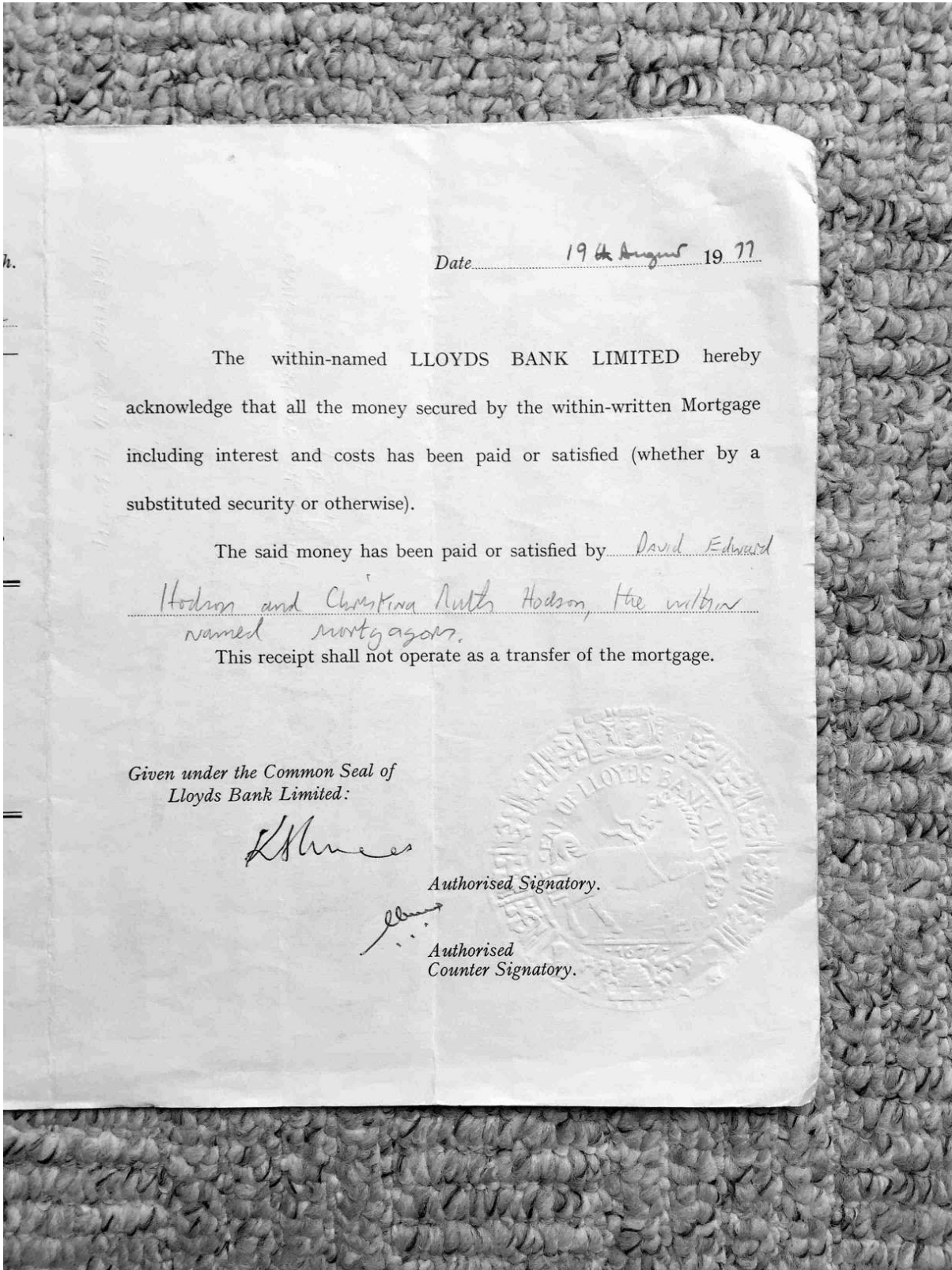
SIGNED sealed and delivered by the said  
 in the presence of

SEAL



# The History of Ewyas Lacy

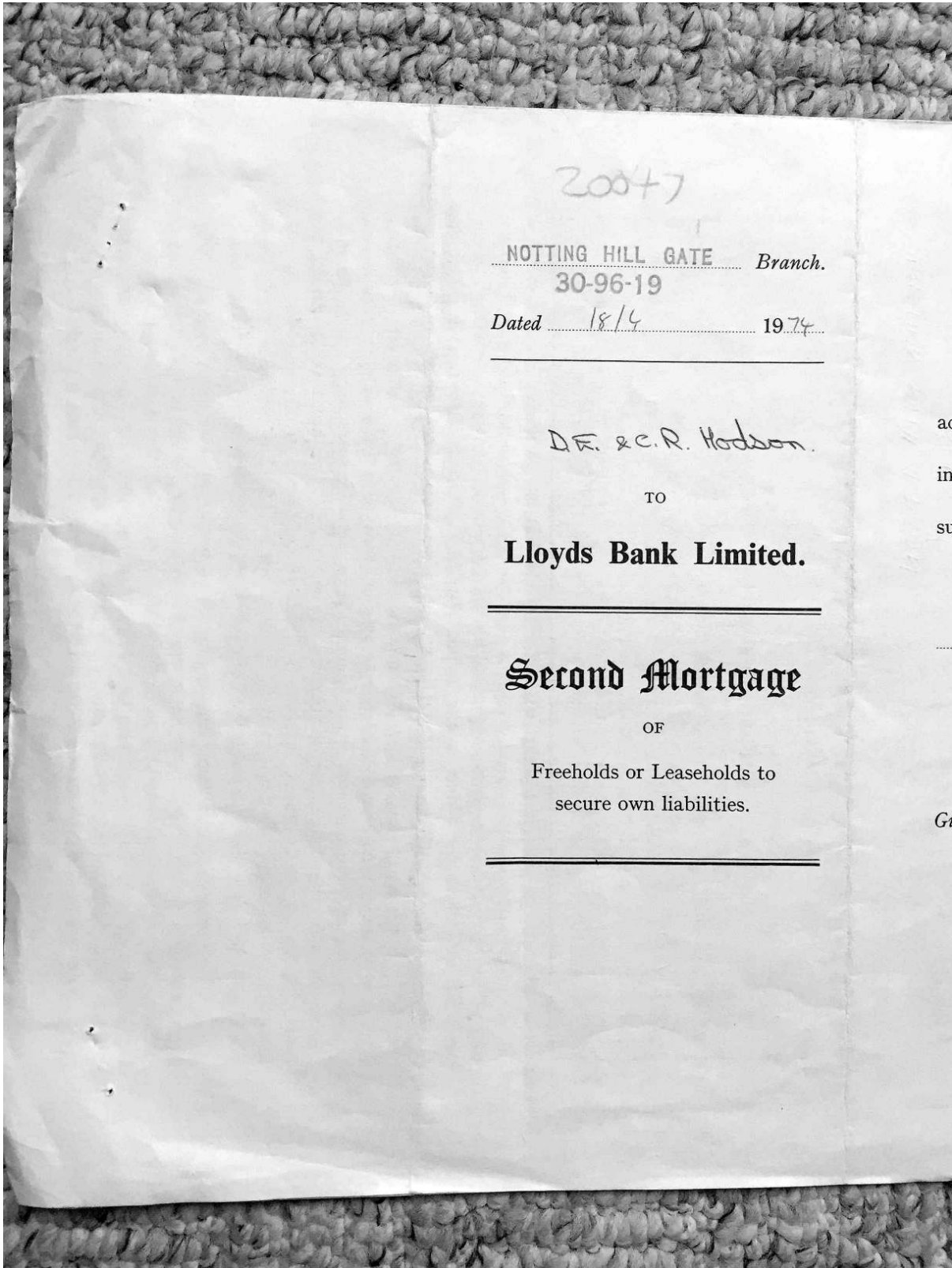
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20047

NOTTING HILL GATE Branch.  
30-96-19  
Dated 18/4 1974

D.R. & C.R. Hodson.

TO

**Lloyds Bank Limited.**

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**Second Mortgage**

OF

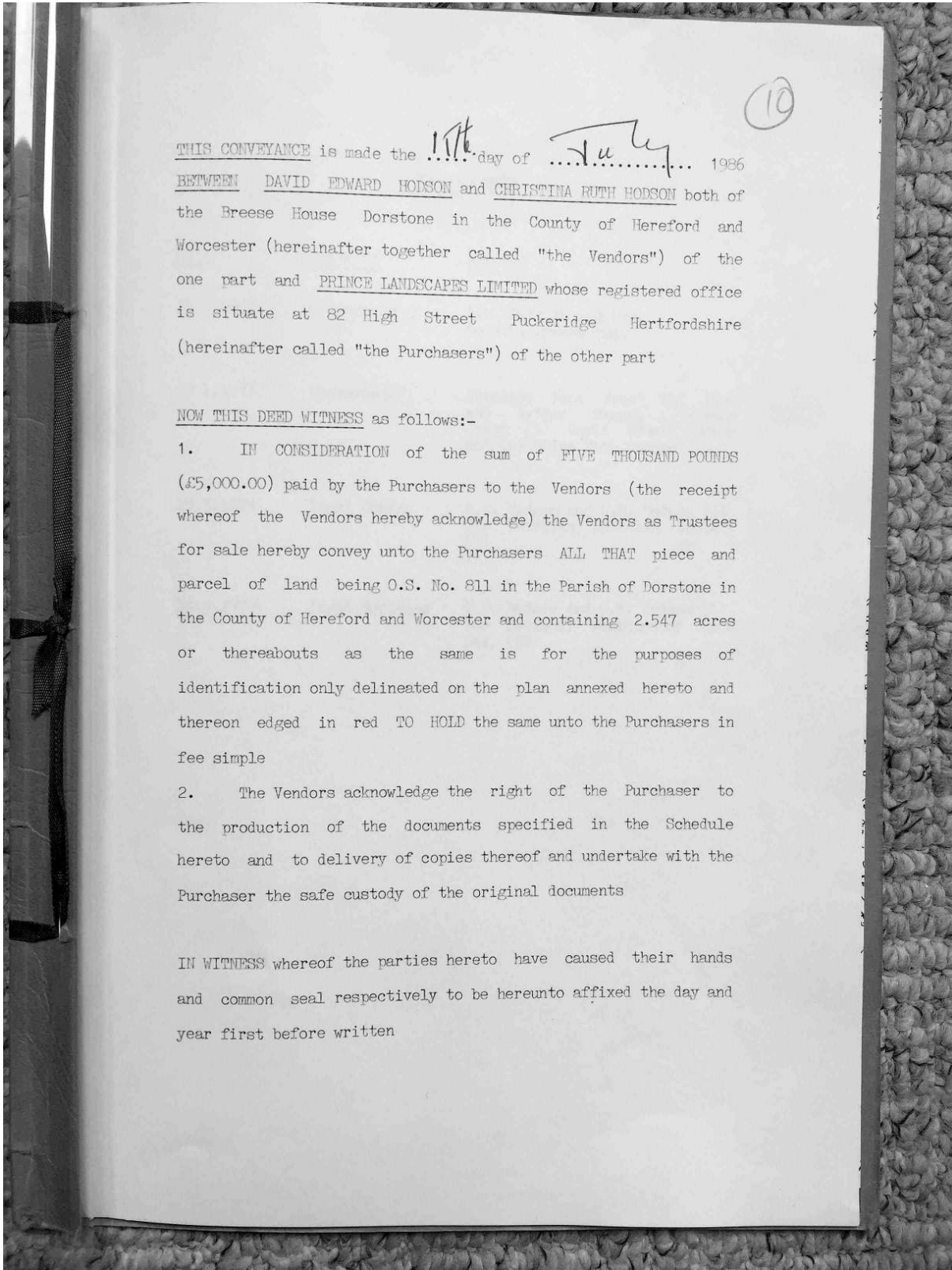
Freeholds or Leaseholds to  
secure own liabilities.

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# The History of Ewyas Lacy

## Document Record



# The History of Ewyas Lacy

## Document Record

### THE SCHEDULE

<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
21.9.1957	Conveyance	A.W. Farr Esq. & Ors. to R.T. Breese Esq.
29.1.1973	Conveyance	Barclays Bank Trust Co. Ltd. and Arthur Samuel Peirson James (1) David Edward Hodson and Christina Ruth Hodson (2)
23.3.1973	Legal Charge	D.E. Hodson and C.R. Hodson (1) The Guardian Building Society (2)
29.7.1977	Legal Mortgage	D.E. Hodson and C.R. Hodson (1) The National Westminster Bank Ltd. (2)



# The History of Ewyas Lacy

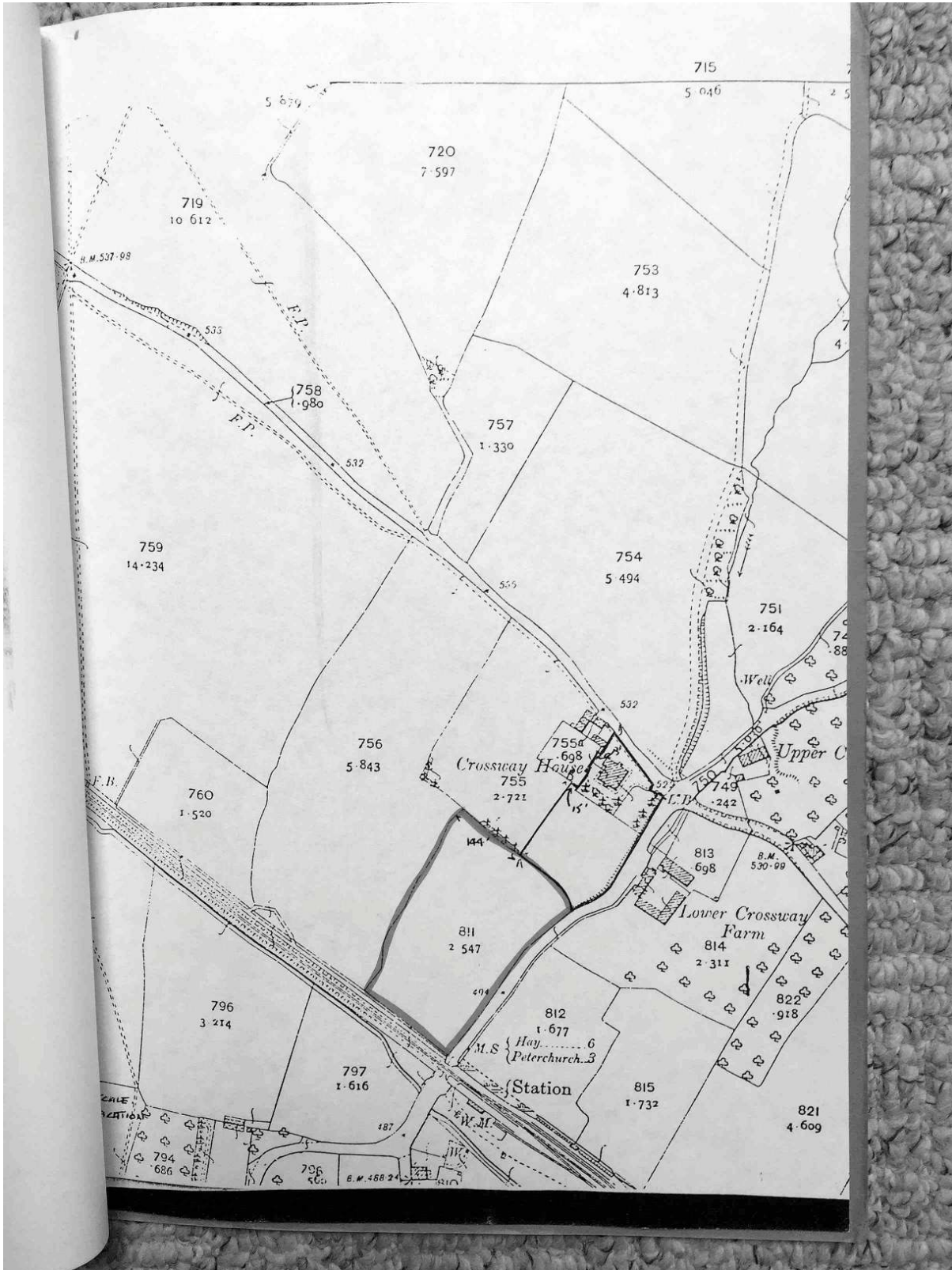
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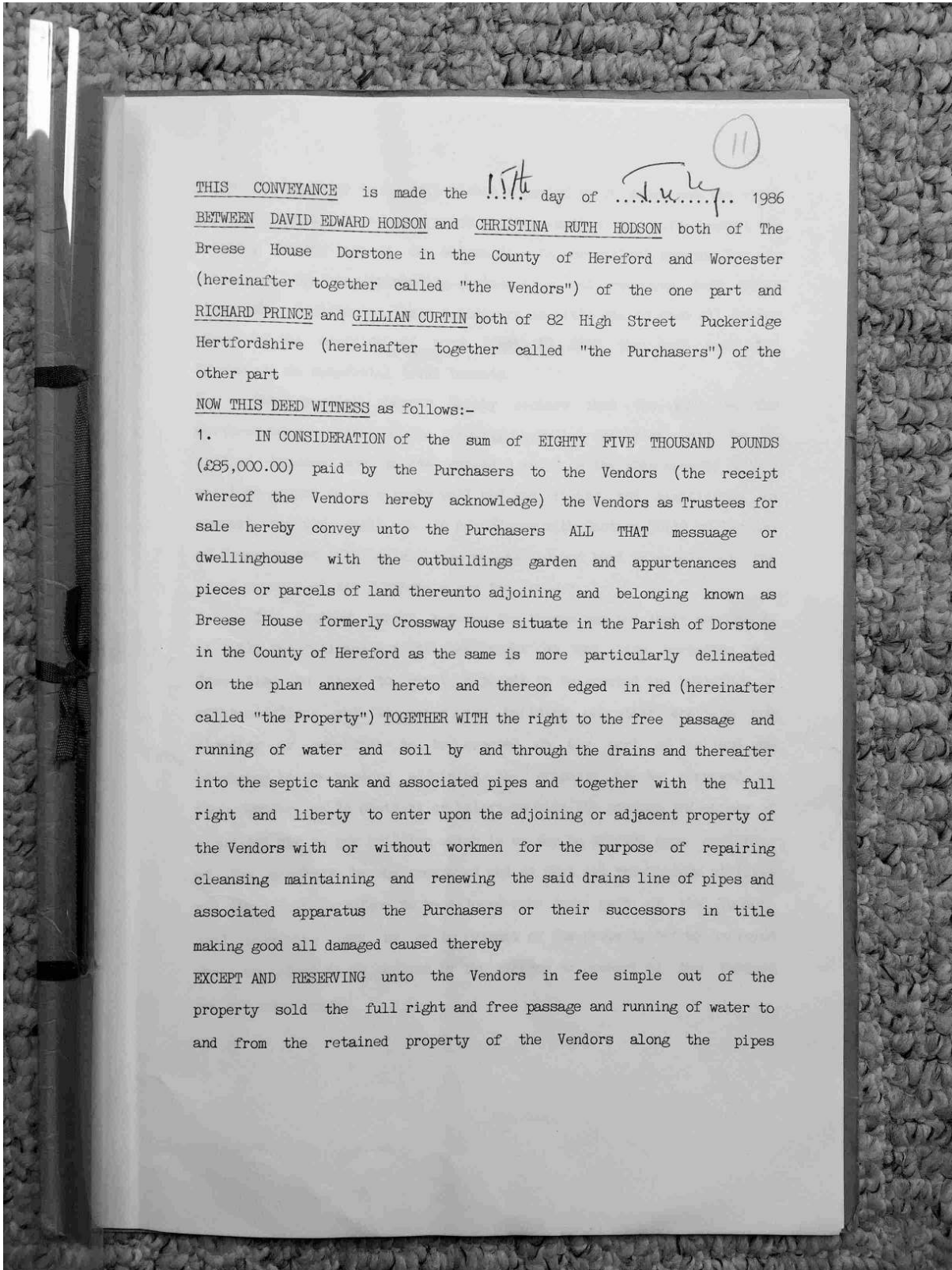
# The History of Ewyas Lacy

## Document Record



# The History of Ewyas Lacy

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THIS CONVEYANCE is made the 15<sup>th</sup> day of July 1986  
BETWEEN DAVID EDWARD HODSON and CHRISTINA RUTH HODSON both of The  
Breese House Dorstone in the County of Hereford and Worcester  
(hereinafter together called "the Vendors") of the one part and  
RICHARD PRINCE and GILLIAN CURTIN both of 82 High Street Puckeridge  
Hertfordshire (hereinafter together called "the Purchasers") of the  
other part

NOW THIS DEED WITNESS as follows:-

1. IN CONSIDERATION of the sum of EIGHTY FIVE THOUSAND POUNDS  
(£85,000.00) paid by the Purchasers to the Vendors (the receipt  
whereof the Vendors hereby acknowledge) the Vendors as Trustees for  
sale hereby convey unto the Purchasers ALL THAT messuage or  
dwellinghouse with the outbuildings garden and appurtenances and  
pieces or parcels of land thereunto adjoining and belonging known as  
Breese House formerly Crossway House situate in the Parish of Dorstone  
in the County of Hereford as the same is more particularly delineated  
on the plan annexed hereto and thereon edged in red (hereinafter  
called "the Property") TOGETHER WITH the right to the free passage and  
running of water and soil by and through the drains and thereafter  
into the septic tank and associated pipes and together with the full  
right and liberty to enter upon the adjoining or adjacent property of  
the Vendors with or without workmen for the purpose of repairing  
cleansing maintaining and renewing the said drains line of pipes and  
associated apparatus the Purchasers or their successors in title  
making good all damaged caused thereby

EXCEPT AND RESERVING unto the Vendors in fee simple out of the  
property sold the full right and free passage and running of water to  
and from the retained property of the Vendors along the pipes

# The History of Ewyas Lacy

## Document Record

presently laid or to be laid within a period of 80 years and the right at all reasonable times upon prior written notice to enter upon the property hereby agreed to be sold with or without workmen for the purpose of repairing cleansing maintaining and renewing such water pipes the Vendors or their successors in title making good all damage caused by the exercise of such right TO HOLD the same unto the Purchasers as beneficial joint tenants

2. The parties hereto hereby declare that the wall on the north-western boundary of the property including the brick wall to be erected between the points marked C and D on the plan annexed hereto shall be deemed to be a party wall and the rights and liabilities in respect thereof shall be in accordance with Section 38(i) of the Law of Property Act 1925 and shall be maintained and kept in repair at the joint expense of the Purchasers and the Vendors

3. The Vendors hereby reserve for themselves and their successors in title the full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Vendors adjoining the property hereby conveyed in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the property hereby conveyed and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Vendors said adjoining land by or in respect of the property hereby conveyed shall be deemed to be enjoyed by the licence or consent of the Vendors and not as of right

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## Document Record

4. The Vendors acknowledge the right of the Purchasers to the production of the documents specified in the Schedule hereto and to delivery of copies thereof and undertake with the Purchaser the safe custody of the original documents

IN WITNESS the hands of the parties hereto have caused their common seal to be affixed the day and year first before written

SIGNED SEALED and DELIVERED  
by the said DAVID EDWARD  
HODSON in the presence of:-

SIGNED SEALED and DELIVERED  
by the said CHRISTINA RUTH  
HODSON in the presence of:-

SIGNED SEALED and DELIVERED  
by the said RICHARD PRINCE  
in the presence of:-

*Richard Prince*  
Lloyds Bank Plc  
1 Silver Street  
Enfield

SIGNED SEALED and DELIVERED  
by the said GILLIAN CURTIN  
in the presence of:-

*Gillian N. Curtin*  
Lloyds Bank Plc  
1 Silver Street  
Enfield

*Gillian N. Curtin*  
Lloyds Bank Plc  
1 Silver Street  
Enfield  
Middx. EN1 3DB

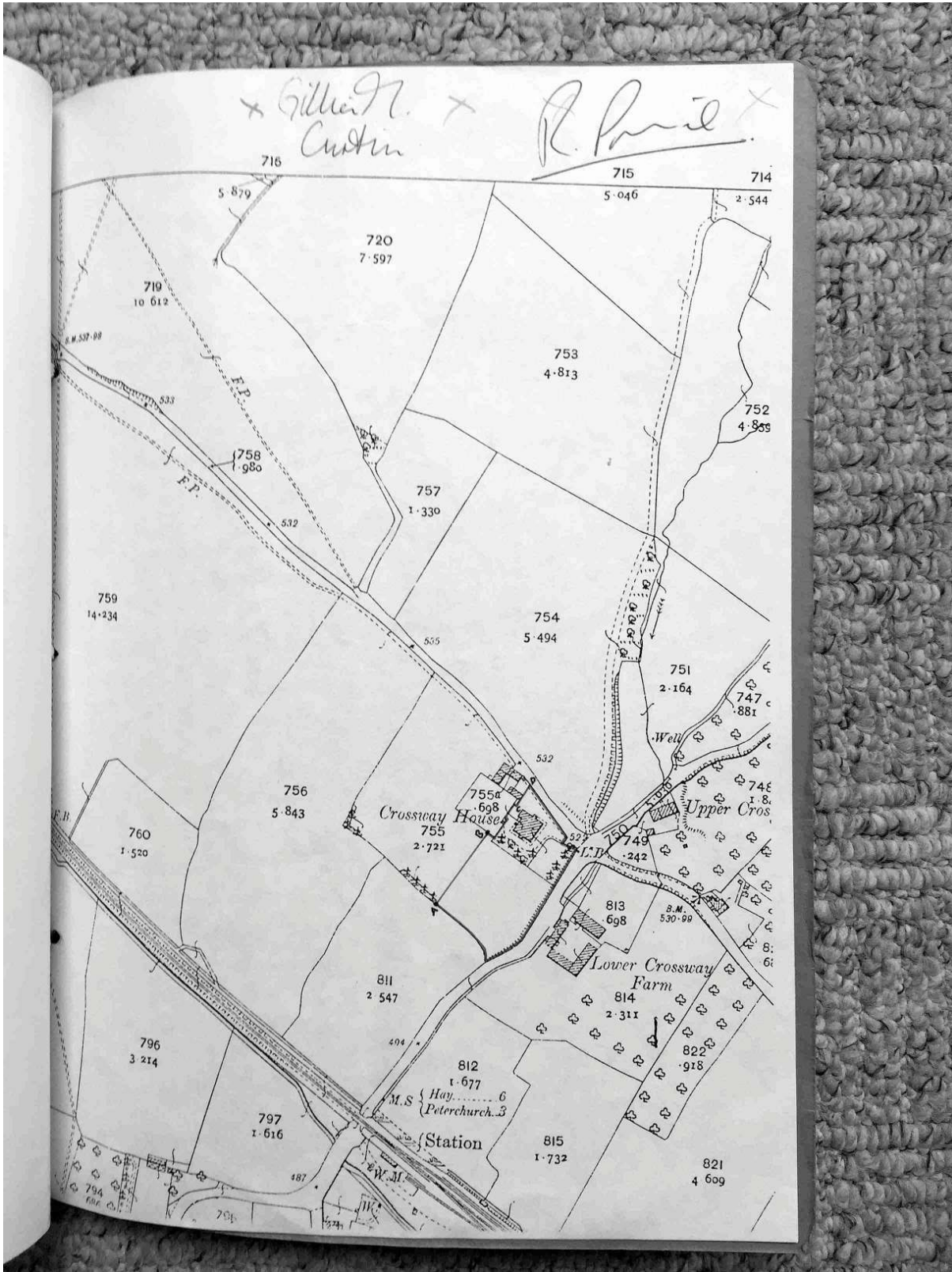
# The History of Ewyas Lacy

## Document Record

<u>THE SCHEDULE</u>		
<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
21.9.1957	Conveyance	A.W. Farr Esq. & Ors. to R.T. Breese Esq.
1.1.1960	Agreement for Water Supply	D.T. Wilding-Davies (1) R.T. Breese (2)
22.9.1972	Probate of the Will	R.T. Breese
29.1.1973	Conveyance	Barclays Bank Trust Co. Ltd. and Arthur Samuel Peirson James (1) David Edward Hodson and Christina Ruth Hodson (2)
23.3.1973	Legal Charge	D.E. Hodson and C.R. Hodson (1) The Guardian Building Society (2)
29.7.1977	Legal Mortgage	D.E. Hodson and C.R. Hodson (1) The National Westminster Bank Ltd. (2)

# The History of Ewyas Lacy

## Document Record



# The History of Ewyas Lacy

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**BARCLAYS**

**BARCLAYS BANK PLC**  
Hereford Management Suite  
31/34 Commercial Road, Hereford HR1 2BG  
Telephone: (01432) 272244, Fax: (01432) 342352

Security Note  
Border Craft Workshops  
RETAIN WITH 552 DATED 31-7-87  
DO NOT DISCARD

Our Ref: 6567047110/6  
Direct Dial or  
Ext No:

10 February 1997

Dear Colleague

DAVID EDWARD HODSON & CHRISTINA RUTH HODSON

THE BREEZE BARNES

Our 552 dated 31-7-1987 refers to a conveyance dated 29-1-1973.

This conveyed all that land, shown on the copy map attached hereto, coloured BLUE (●), PINK (○) and ORANGE (○).

Two parts of the land were conveyed off on 15-7-1986 being :-

- (1) That area coloured PINK (○).
- (2) That area coloured ORANGE (○).

OUR CHARGE RELATES, THEREFORE, ONLY TO THAT AREA COLOURED BLUE (●).

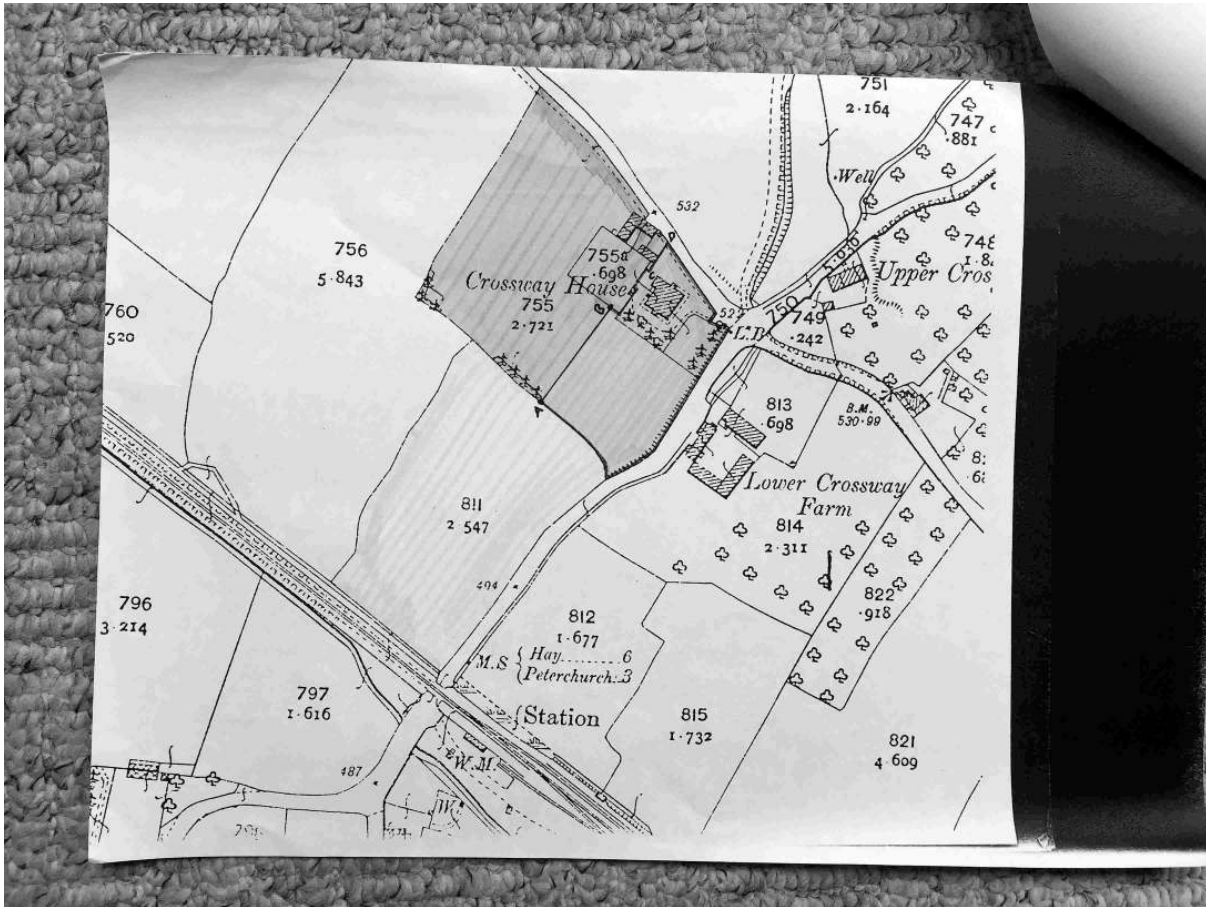
This area is approximately 2 acres.

Yours sincerely

Andrew J Mence  
Financial Services

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**Observations:**

None