

47 Sydney Buildings

NOTE: The original document contains abbreviations and old spellings. These have been expanded where possible for clarity [see the footnotes]. Margin notes in ink have been included but pencil notes, obviously written at a later date, have not. The layout as far as possible mirrors the original.

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Abstract of the **Title** of the
Executors of the Will of Mrs Mary
Eliza Gregory to the Freehold messuage
and premises known as Holly Villa
Sydney Buildings Bathwick Bath.

As to the moiety ¹ vested in the late Mrs M E Gregory under her marriage Settlement

17th April 1852
original produced by
Mr G H Bartlett to
John R Lloyd
21st March 1902

Stamps £1.15.0
Follower £1.0.0

By Indenture ² of this date (being the Settlement made on the marriage of John Gregory with Mary Eliza Colborne) made between John Gregory of the 1st part Mary Eliza Colborne of the 2nd part and George Edwards of the 3rd Part.

After reciting that Isaac³ Jacques deceased by his Will dated 25th November 1825 gave and devised all his messuages ⁴ and lands unto John Tylee and G Edwards to the uses following (inter alia 5) As to a messuage or tenement being No 2 in Sydney Cottages situate in the parish of Bathwick To the use of his daughter Frances wife of Benjamin Colborne for her life with remainder to the use of all the children of the said B Colborne on the body of his said daughter Frances lawfully begotten who should be living at the time of their mothers decease and to their respective heirs and assignees as Tenants in common and not as joint tenants And the Testator appointed the said John Tylee and G Edwards joint Executors of his said Will and departed this life without revoking the same and the same was duly proved by the said G Edwards and J Tylee in the Prerogative⁵ Court of Canterbury in the year 1846.

And reciting there were 4 children of such marriage their living of whom the said Mary Eliza Colborne is one.

¹ moiety: half of a property where the shares of two owners have not been marked out separately

² Indenture: deed with the top part indented, prepared with copies for each party

³ Isaac John Jacques frequently referred to as John Jacques

⁴ messuage: standard term for property including a dwelling house

⁵ inter alia: among other things

And reciting that by an Indenture of Release dated 13th August 1846 made between the said Geo Edwards of the 1st part Ann Jaques Widow of the 2nd part Jane Colborne of the 3rd part and the said Mary Eliza Colborne therein by mistake called Eliza Colborne of the 4th part for the consonance ⁶ therein mentioned. All that plot piece or parcel of ground situate lying & being

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in the Manor & parish of Bathwick aforesaid delineated in the plan thereon endorsed and therein circumscribed by the letters A.B.C.D. containing in length from the letter A, to the letter B. 129 feet or thereabouts from the letter B. to the letter C. 50 feet and 6 inches or thereabouts from the letter C. to the letter D. 115 feet or thereabouts and from the letter D. to the letter A. 60 feet or thereabouts bounded on the north by land granted to Mr Benj. Colborne on or towards the East by a footway and carriage road of 40 feet wide on or towards the West by land belonging to the Kennet & Avon Canal Co separating the same land from the Canal and on or towards the South by land granted to Mr Veizey⁷ and also all that messuage tenement or dwelling house & the Coach house and stable and other buildings thereon erected and built by John Jaques were granted and released unto and to the use of the said Jane Colborne and Mary Eliza Colborne their heirs and assigned for ever as tenants in common and not as joint tenants subject to the yearly rent charge of £8-4-3 per annum payable to the Duke of Cleveland and his heirs

And reciting a marriage was agreed between the said John Gregory and Mary Eliza Colborne

And reciting that upon the treaty for the said marriage it was agreed that (inter alia) the fee simple of the said undivided moiety of the messuage above mentioned should be limited & settled to the uses and in manner therein after mentioned.

It was witnessed that in pursuance of said agreement and in consonance of said intended marriage and of 10/- to the said M E Colborne paid by said G Edwards at fc?⁸ the receipt fc? She the said M E Colborne by and with the consent & approbation of the said John Gregory (testified fc?) did by that deed duly executed & attested direct limit and appoint that (inter alia)

All that the remainder reversion or reversions of her the said M E Colborne expectant on the decease of the said F Colborne of and in the said messuage or tenement being No 2 in Sydney Cottages aforesaid with their appointments.

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Should thenceforth remain continue and be.

To the uses upon the trusts and for the intents & purposes therein and declared.

And it is further witnessed that for the consonance aforesaid and in consonance of 10/- to the said M E Colborne paid by said G Edwards (the receipt etc) She the said M E Colborne with the like consent and approbation of the said J Gregory and so testified as aforesaid did grant bargain sell release assign transfer & confirm unto the said G Edwards his heirs executors administrators and assignees respectively (inter alia).

6 cousons has been replaced by consonance? agreement or compatibility between opinions or actions

7 several different spellings for Veysey throughout the deeds

8 fc? unable to decipher this abbreviation; in other parts of this document it has been taken as meaning etc

Firstly all that the said remainder or reversion ⁹ of her said M E Colborne of and (inter alia) in the said messuage being No 2 Sydney Cottages aforesaid and also of and in all other property to which she the said M E Colborne was possessed or entitled to under the will of her said Grandfather J Jaques deceased after the decease of her said mother F Colborne

And secondly all that undivided moiety or half part (the whole into two equal parts being considered as if divided) of and in all that the said plot or piece of ground messuage or dwelling house and all other hereditaments ¹⁰ comprised in the said recited Indenture of Release of the 13th August 1846.

Together with all houses etc .

And the reversion etc.

And all the estate etc.

Together with all the deed etc.

To hold same unto the said G Edwards his heirs executors administrators and assignees respectively.

To the uses upon the trusts and for the purposes therein after deceased viz.

To the use of the said M E Colborne her heirs etc until the said marriage should be solemnised and immediately after the solemnisation thereof

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To the use of the said G Edwards his heirs etc during the joint lives of the said J Gregory and M E Colborne (without impeachment of waste) In trust to support contingent remainders and to pay the rents and profits thereof to such persons and for such intents and purposes as the said M E Colborne should appoint for and if the said M E Colborne should survive the said J Gregory then after his decease.

To the use of the said M E Colborne and her assignees during her life without impeachment of waste remainders

To the use of the said G Edwards and his heirs etc during her life in trust to preserve contingent remainders but in case J Gregory should survive the said M E Colborne (which event did not happen)

To the use of said J Gregory during his life Remainder

To the use of said G Edwards during life of said J Gregory

In trust to preserve contingent remainders and after the decease of the survivor of them the said M E Colborne & J Gregory.

To certain uses in favour of any child or children of the said marriage

And in default of issue in case the said M E Colborne should survive the said J Gregory

To the use of the said M E Colborne her heirs executors administrators and assignees for ever.

⁹ reversion: grant of property, usually by lease, to start after some specified time

¹⁰ hereditaments has been replaced by hereditaments: any item of property

Various usual provisos¹¹ in marriage settlements

Joint and several covenants by said J Gregory & M E Colborne for further assurance.

Executed by all parties and attested by 2 witnesses.

As to Moiety vested in Jane Sharland

5th April 1866

Ditto John R Lloyd

Stamp 30/-

By Indenture of this date made between Geo Edwards of Cleveland Place in the City of Bath wine Merchant of the 1st part John Brauston Sharland of the same city forenamed and Jane his wife of the 2nd part Henry Isaac Colborne

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of the same City Carver & Gilder of the 3rd part & J Gregory of Angmering in the County of Essex Schoolmaster & Mary Eliza Gregory his wife of the 4th part.

After reciting that by an Indenture dated the 14th day of September 1848 between the said J Brauston Sharland of the 1st part the said Jane Sharland by her then name of Jane Colborne of the 2nd part and the said Geo Edwards of the 3rd part (being the settlement made in consonance of the marriage shortly after solemnized between the said J B Sharland and J Sharland) divides hereditaments including the one undivided moiety of and in the hereditaments intended to be thereby appointed were limited to certain uses and by the said Indenture it was provided that it should be lawful for the said Geo Edwards with the consent in writing of the said Jane Sharland & J B Sharland to dispose of the hereditaments thereby granted by way of absolute sale either by public auction or private contract and in order thereto to revoke the uses thereby limited (except leases made under the power contained therein) And to appoint such other uses as might be thought expedient to appoint for the purpose of effecting such sale And it was thereby also declared that the receipt of the said G Edwards for any monies payable to him by virtue of the recited Indenture should effectually discharge the persons to whom the same should be given from seeing to the application thereof.

And reciting that no lease had been granted under the power contained in said last recited Indenture.

And reciting that said G Edwards in exercise of the said power of Sale and with consent of the said J B Sharland & Jane Sharland (testified etc) had agreed with the said M E Gregory for the sale to her of the said hereditaments intended to be thereby appointed & the inheritance thereof in fee simple free from encumbrances (except one moiety of the rent charge therein after mentioned) for the sum of £300.

And reciting that the said M E Gregory had requested that the said premises might be assured to the uses and upon the trusts

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therein after appearing.

¹¹ provisos: a condition attached to an agreement

It was witnessed that for effectuating the said sale and in consonance of the sum of £300 to the said G Edwards paid by the said Mary G Gregory out of monies belonging to her for her sole and separate use the receipt etc and in exercise of the power given him by the therein before recited Indenture & of every other power etc.

He the said Geo Edwards with the consent of the said J B Sharland and Jane Sharland testified etc did hereby revoke all the uses by the therein before recited Indenture limited so far as relates to the hereditaments intended to be thereby appointed and did thereby direct limit and appoint that the one undivided moiety or half part comprised in the therein before recited Indenture of and in.

All that plot piece or parcel of ground situate lying and being in the Manor & parish of Bathwick in the City of Bath in the County of Somerset delineated and described by the plan thereof on the back of one of the skins of and Indenture dated the 23rd day of March 1837 expressed to be made between William Duke of Cleveland of the 1st part John Jacques of the 2nd part and the said Geo Edwards of the 3rd part and therein circumscribed by the letters A.B.C.D. contained in the length from the letter A to the letter B 129 feet or thereabouts from the letter B to the letter C 50 ft 6 ins or thereabouts from the letter C to the letter D 115 feet or thereabouts and from the letter D to the letter A 60 feet or thereabouts were the same dimensions little more or less) bounded on or towards the North by land granted to Mr Benjamin Colborne on or towards the East by a footway and Carriage Road of 40 feet wide On or towards the West by land belonging to the Kennett and Avon Canal Co separating the same

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from the Canal and on or towards the South by land granted to Mr Vezey And also of & in all that messuages tenement or dwelling house and the coachhouse and stable and other buildings thereon erected by the said John Jaques known as No 31 Sydney Buildings. And also the free use of all ways etc

and should henceforth (subject to the payment of one moiety of a perpetual annual rent charge of £8-4-3 charged thereon go and remain.

To such uses for such estates and in such manner as the said M E Gregory not withstanding her then present or any future coverture ¹² and whether covert or sole should by any deed or deeds writing or writings sealed & delivered with or without power of revocation and new appointment or by will or Codicil or writing in the nature of or purporting to be a Will of Codicil appoint And in default of & until any such new appointment and so far as any such appointment should not extend

To the use of the said H J Colborne¹³ and his heirs during the life of the said M E Gregory without impeachment of waste

In trust to allow her & her assignees to hold the same or take the rents & profits thereof for her own separate use exclusive of the said J Gregory and of his debts engagements control & interference and her receipts alone should be sufficient discharges for such rents and profits and she should not be impeachable for waste

12 coverture: the legal state of a married women considered to be under he protection of her husband

13 H J Colborne: Henry Colborne, son of Benjamin and brother to Mary Eliza Gregory

And from and after her decease.

To the use of the said John Gregory during his life without impeachment of waste and from and after his decease.

To the use of the survivor of therein the said J Gregory and M E Gregory his and her heirs and assignees for ever.

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Covenants by said George Edwards against incumbents

Covenants by said J B Sharland & Jane Sharland with said H J Colborne M E Gregory and J Gregory that they had full power to appoint to the uses and in manner aforesaid free from encumbrances (except said rent charge) and for further assurance.

Executed by all parties and duly attested
Receipt for consonance money endorsed
signed and witnessed.

Memo endorsed of abstract Deed of 2nd April 1896

As to the entirety of the said premises

The messuage known as Holly Villa shortly after the execution of the last abstracted Indenture was erected and built by the said John Gregory upon part of the land granted by the before mentioned Indenture of Release of the 23rd March 1837.

The said John Gregory died at 30 Sydney Buildings 25 October 1875. Will dated 13 October 1875 giving everything to wife and appointing her executor. Will proved 22 November 1875 at Bristol.

By Indenture of this date made between the said M E Gregory of the one part and William Lionel Hillary of the other part

Reciting before mentioned Deed of 13 Aug/46 & abstracted Indenture of 5th April/66-and agreement for sale

It was witnessed that in consonance of the annual sum or yearly rent charge of £30 limited and assured to the said M E Gregory during her life She the said M E Gregory as beneficial owner thereby conveyed unto said W L Hillary

One undivided moiety of and in all that piece or parcel of land situate lying & being in the parish of Bathwick in the City of Bath comprising the messuage or dwellinghouse known as No 31 Sydney Buildings & the Garden yard & outbuildings thereto belonging more particularly described in the plan in the margin of abstracting presents & thereon coloured

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pink being a part or portion of the larger plot of garden comprised in and granted by the before mentioned Indenture of Release of the 23rd March 1837.

To hold the said undivided moiety unto the said W L Hillary in fee simple to such uses as therein after mentioned.

Appointment by the said M E Gregory in pursuance of the power given to her by said recited Indenture of 5th April 1866 & any other power enabling her That the other one undivided moiety of & in the same hereditaments should thenceforth go remain & be

To the use that as regards both that moiety & the moiety therein before conveyed the said M E Gregory might thenceforth during her life receive an annuity or yearly rent charge of £30 to be issuing out of the said two moieties and to be paid as therein mentioned.

And subject thereto and to the statutory powers & remedies for recovering same and to the payment of the £4-2-1 being an apportioned part of a perpetual annual fee farm rent of £8-4-3 charged on the entirety of the said larger plot of ground comprised in said Indenture of 23rd March 1837 and reserved thereby

To the use of the said W L Hillary in fee simple Covenants by said W L Hillary to pay said M E Gregory during her life said Annuity or rent charge of £30.

Mutual covenants by said M E Gregory & W L Hillary to pay said annual fee farm rents in the proportions therein stated with the usual powers of distress in case of nonpayment by either.

Acknowledgment by said M E Gregory of the right of W L Hillary to production of Indentures of 23rd March 1837 13th August 1846 & 5th April 1866 & to delivery of copies thereof and undertaking for safe custody thereof.

Executed by both parties & witnessed

13th July 1900
Probate produced to
John R Lloyd

2nd April 1896
Ditto John R Lloyd
Duplicate stamp 5/-
(original £2)

By her Will of this date said Mary Eliza Gregory nominated & appointed her Brother in Law Alfred Gregory of 267 Leytonstone Road

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Essex and her nephew Frank Sharland of 14 (in the Will sated 4) Bulstrode Road Hounslow to be Executors & Trustees thereof and gave devised & bequeathed

All her estate & effects of every description whatsoever & wheresoever situate both real and personal

Upon trust with all convenient speed to call in and collect her personal estate and to sell & absolutely dispose of her real estate & therewith and thereout to pay all her just debts funeral and testamentary expenses and to pay & divide the balance as therein mentioned

Duly executed & attested

9th August 1900

Testator died at 30 Sydney Buildings

10th November 1900

Sworn at £1546.13.7

Will proved by said Alfred James Gregory in the Will called Alfred Gregory and Francis John Sharland in the Will called Frank Sharland the nephew of the deceased the Executors in the Principal Probate Registry In Her Majesty's High Court of Justice.
