

## **CHARLWOOD**

### **1816 INDENTURE**

2 Feb 1816 between Joseph Flint the elder of Charlwood shopkeeper and

Charles Thomas Smith of Charlwood clerk John Atkinson of Epsom clerk John Whitehouse of Dorking clerk Joseph Flint the younger of Charlwood shopkeeper Thomas Wilson of Islington gentleman Thomas Burberry of Newdigate yeoman James Walder of Newdigate yeoman and Peter Peyto Good of Fountain Court Broad Street London merchant

Flint the elder seized of fee simple of the premises is desirous of settling the same on the trusts and for the ends declared. Flint purposes for the consideration of £500 in hand to be paid by Smith etc. assigns that piece or parcel of land on which a chapel has lately been erected part of a field called [blank] and part of lands called Roundabouts, 14 yards from north to south and from the west end of the building to to the east 21 yards and from the end of the 21 yards to the end of the said piece of land 25 yards according to the plan in the margin. Together with all ways, paths, passages, water courses, drains, lights, liberties, [etc, etc.] to have and to hold by Smith [etc] upon the trusts, i.e. upon the special trust and confidence that Smith [etc] to permit the said chapel and premises to be used as a chapel for the public worship of Almighty God under the denomination of the union chapel for the more immediate accommodation of society of members of protestant dissenters of the independant [sic] denomination who believe in and maintain such doctrinal articles of the Gospel of Jesus Christ as shall be written in a book to be provided and kept for that purpose in the vestry of the said chapel and signed by all persons who shall become members of the same chapel and to that end it is hereby recorded declared and agreed that no minister or ministers should be permitted to preach or perform divine service ... nor to be elected or chosen pastor or at the congregation which shall from time to time assemble at the said chapel before the moral character of such minister or pastor shall be fully approved of by the said trustees ... and also of the majority of the male communicants attending the said chapel whose names are written or entered in such vestry or society book ... and unless every such minister or pastor shall preach agreeable to the said articles heretofore expressed and subscribed ...

Provided always that at all times hereafter when it shall be found necessary to elect a minister or pastor over the congregation assembling at the said chapel such minister or pastor shall from time to time be elected by a majority of the male members of the said society who are communicants and whose names are written in the said society book and shall afterwards have and receive the sanction and approbation of the trustees for the time being and in case the said election of the majority of such members of such minister or pastor do not receive the of such trustees or conform to the said articles or the said members of the said chapel do not elect another and receive the said sanction and approbation within six months after such vacancy it is hereby declared and agreed by and

between all the said parties that the said trustees or any future trustees shall be at liberty to appoint such minister or pastor alone being of the same persuasion and of such moral character and such choice and appointment being intended and hereby expressed and declared to be revocable at pleasure by the said trustees and male members of the said society if they see occasion

And in trust that the said piece or parcel of ground chapel and premises and all addition or improvements or any other chapel which may be erected or built in lieu thereof shall forever remain and be for the use and accommodation of the congregation for the time being assembling in the said chapel <> these ministers or pastors who shall be elected aforesaid

Provided always and it is hereby further declared and agreed that the rents emoluments profits and proceeds <> piece of ground chapel and premises and also the repairing and upholding the same at all times hereafter shall be received taken and applied made and done under the direction of the trustees ... together with all other matters and things relating to the said piece of ground and chapel in anywise howsoever.

Provided always and it is hereby further declared and agreed that if public worship in the said chapel shall be totally discontinued for the space of six months successively unless prevented by persecution for religious opinion or in case the trustees for the time being shall be of opinion that a larger or more convenient chapel should be necessary then in either of such cases it shall be lawful for the trustees or the major part of them for the time being either by mortgage or sale as they shall think fit and beneficial by public auction or private contract to mortgage or sell the said ground chapel and premises and upon payment of the money produced by such mortgage or sale to sign and register proper receipts for the same and which shall freely and effectually discharge a mortgage or a purchase for the money therein acknowledged to be received and such mortgagee or purchaser shall not be accountable for any loss or nonapplication [?] of such purchase or mortgage money

And upon this further trust that the trustees for the time being shall and do with the money to arise from mortgage after all reasonable expenses attending the same layout and applying [?] such money in improving such chapel if necessary and also of a discontinuance of public worship for six months as aforesaid except as aforesaid if it shall be deemed necessary by the said trustees ... to sell the said chapel and premises then upon <> to lay out and appropriate the money to arise from such sale in purchasing or building of another more convenient chapel to be used and occupied in the same manner and for the same purposes as the said chapel ... and under the like trusts and in case the repurchasing or rebuilding of another chapel shall not be practicable by the repeal of the acts of toleration or any new law prohibiting the same then and in such case the trustees ... shall apply and dispose of the money to arise from such sale as aforesaid to such religious purposes as have a tendency to promote and spread the knowledge of Jesus Christ on the principals [sic] aforesaid as the said trustees ... or the major part of them shall think fit

Provided likewise and it is hereby declared and agreed by and between all the said parties hereto that when and as often as the hereintofore named trustees or any succeeding trustees shall by death resignation or incapacity cease or decline to act in the aforesaid trusts and be reduced to three in number or sooner if thought advisable it shall be lawful for the surviving trustees or the major part of them for the time being to appoint sufficient numbers of proper persons as the case may require as shall testify by declaration in writing under their hands (if required) his and their belief in the aforesaid declaration and articles of faith respectively shall be fully known and approved by the remaining and surviving trustees to be trustees in the future and stead of the trustees who die resign or become incapable to act in the foresaid trusts as shall be necessary to make up the number of eight trustees & more and respecting such appointment the surviving and succeeding trustees shall with all convenient speed by advice of counsel in the law convey and assure all the several trusts hereditaments and premises in such manner<> the same in the surviving trustees jointly with the new appointed trustees and their heirs upon the same trust and for the same intents and purposes as which and under the same <> declarations and agreements in all respects <> in these presents expressed and declared concerning the same premises vested in the present trustees aforesaid and with the same and the like directions therein to be given or contained for maintaining that trust <> when and so often as the trustees named in the conveyance or assurance for the time being or the major part of them in the same manner is hereinto expressed and provided

And also that they (the said [Smith etc] and the trustees for the time being and the heirs late actors administrators and assigns of them and each and every one of them shall only be charged and chargeable with so much money as they shall respectively actually receive by virtue of the trusts hereby created and no one shall be accountable for the other or others of them but each for his own respective receipts neglects or defaults only nor for any involuntary or incoitable [?] losses or damages to which shall happen to the said trusts estate and premises and each and every of them shall have full power and authority by and out of such money as may come to their hands respectively by virtue of these presents to deduct and reimburse themselves respectively all costs damages and expenses which they or any of them may pay incur or sustain in or about the execution of the aforesaid trusts or in relation thereto

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

[signatures and seals follow]

On verso Deed referred [?] to in affidavit of Charles Thomas Smith, sworn, before me ninth May 1862. Charles Joseph Smith

Attached is slip from superintendent registrar of Reigate union district certifying Charlwood union Chapel as a place of public religious worship and registered for marriages. 7 Dec 1844.

**31 JULY 1863. INDENTURE.**

Charles Thomas Smith of Reigate ... gentleman and William Blaker Caffin of Ifield, farmer, Peter Caffin of Worth, miller, Thomas Moon, of Horsham, farmer, Thomas Round of Charlwood farmer, James Dolby of Hastings farmer, Joseph Matthew Caffin of Ifield, gentleman, William Broadbridge of Charlwood blacksmith and said Charles Thomas Smith

[Repeats conditions of original indenture and states that Atkinson, Whitehouse, Flint the younger, Wilson, Burberry, Walder and Good have all died, leaving C T Smith the only surviving trustee. Smith anxious to appoint new trustees and names those above as trustees. Assigns building and lands forever to these trustees and their heirs. Smith certifies to the other trustees that he has not done anything whereby the 'premises can be impeached incumbered or affected in title or otherwise.'

**8 SEPT 1899. INDENTURE.**

Peter Caffin of Lewes gentleman, on one part and ~~Thomas Creasey~~ of Charlwood coach builder, John Denman of Charlwood shoemaker, George Butler of Charlwood carpenter, James Cook of Charlwood butcher, Alfred James Eade of Horley engineer, Thomas Edward Eade of Horley plumber, Wiliam Henry Bachellor of Horley draper, ~~Leonard Broadbridge of Lindfield plumber, and Walter Broadbridge of Brighton fruiterer~~ and the said Peter Caffin hereinafter called the new trustees on the other part whereas [Repeats conditions of original indenture and the second indenture states that all replacements have died except Peter Caffin. Caffin anxious to appoint new trustees and names those above, excluding Leonard Broadbridge, but including Creasey and Walter Broadbridge, as trustees. Assigns building and lands forever to these trustees and their heirs. Smith certifies to the other trustees that he has not done anything whereby the 'premises can be impeached incumbered or affected in title or otherwise.']

Pencil note by P Caffin that Creasey and W Broadbridge had died

**1930. ABSTRACT OF TITLE TO FREEHOLD LAND IN CHAPEL ROAD**

This includes a small area of land at the back of the chapel which is the subject of a conveyance below.

Joseph Flint made will on 5 Oct 1861, appointing George Irving and William Blaker Caffin and Thomas Marchant Moon executors and trustees: bequeathed all freehold estates to the executors (but not before death of daughter). Flint dies 8 Dec 1861, W B Caffin dies 27 May 1869, daughter E S Palliser dies 8 Sep 1870, Moon dies 4 Nov 1875. Irving appoints J F A

Cotching trustee in place of Moon. They convey to Emery Wright Chapel Farm, area north of Chapel Road, premises formerly known as Roundabouts (once in occupation of Daniel Chantler) 11 Aug 1876.

5 Dec 1878. Wright conveys lands to wife Mary and then daughter Mary Ann. He dies 7 Dec 1878.

3 Jun 1882. Mary Wright dies

Mary Ann married Philip Middleton on 7 Jul 1874, and Philip died 21 Dec 1902.

10 Aug 1925. Mary Ann Middleton appoints son Charles and brother Emery Wright to be executors and trustees. She dies 28 Mar 1928.

5 Jan 1929. Lands conveyed from Charles Middleton to Charles John Coleman of Greenings Farm, Charlwood

### **18 Sept 1930. CONVEYANCE OF STRIP OF LAND**

Frances Mary Coleman and Eric Charles Coleman (vendors) on one part and John Denman of Charlwood shoemaker, George Butler of Charlwood carpenter, James Cook of Charlwood butcher, Alfred James Eade of Horley engineer, Thomas Edward Eade of Horley plumber, William Henry Batchellor of Horley draper (trustees) on the other. [Recited terms of original indenture] Charles James Coleman at his death on 10 Feb 1930 has probate granted to vendors. They sell strip of land as shown on plan to trustees for £6. Noted that Creasey, Walter Broadbridge and Peter Caffin have died.

Land behind chapel 58 feet by 11' 3" and adjoining land to NE 11' 3" at one end, 74' 3" long, expanding to 35' at the far end.

### **12 Aug 1936. APPOINTMENT OF NEW TRUSTEES**

James Cook formerly of Charlwood and now of New Scotland Farm East Clandon farmer, Thomas Edward Cook of Horley engineer and William Henry Batcheller of Horley house furnisher (appointers) on the one part and Albert Amos Cook of Victoria Place, Charlwood coal agent, Reginald Percy Cook of Oakleigh, Lee Street, Horley, carpenter and joiner, Royston Thomas Harmer Eade of Chestnuts, Charlwood engineer, Albert Steere of Grove Cottage, Rusper, contractor, David Lewis Steere, of the same place, contractor, Frederick George Upton, of Victoria Road, Horley, upholsterer, Alan Bernard Wood, of Hothfields, Russells Crescent, Horley, chartered surveyor and Frank Worger, of School Road, Smallfield gardener ~~John Denman of Charlwood shoe maker, George Butler of Charlwood carpenter~~ (new trustees) on the other part.

Rehearses briefly 1816 and 1899 appointments and conveyance to trustees of the piece of land in 1930, above. Alfred James Eade has since died as have all the trustees mentioned in 1899 except those named as 'appointers' above. This deed appoints new trustees to fulfil the original deed and the purchase of the land in 1930

**23 Feb 1944.** Wellers of Bromley Kent list in their schedule of deeds a letter of resignation from A B Wood, but this is crossed out.

### **23 Nov 1973 APPOINTMENT OF NEW TRUSTEES**

Reginald Percy Cook of 73 The Down, Trowbridge, retired, Royston Thomas Harmer Eade of Chestnuts, Charlwood, retired, Frederick George Upton, of 9 Balcombe Gardens, Horley, retired (appointers) on the one part Alan Bernard Wood, 19 Woodlands Park, Guildford, formerly of of Hothfield, Russells Crescent, Horley, chartered surveyor, on the second part, and Leslie Jeremiah Jarvis, of Bethany, Pluckley Road, Charing, Baptist Minister, Philip Raymond Mercer of 2 Althorne Road, Redhill, gardener, David Edwin Lawrence, 1 Rgienlands, Station Road, Betchworth, nurseryman's labourer, Gerald Joseph Eggleton of 49 Denchers Plat, Langley Green, Crawley, press operator, Leonard Edgar Holder, of 7 Queen's Road, Horley, Baptist Minister, Edgar Ebenezer Holder, of Chilsham, 26 Balcombe Road, Horley, storekeeper, David John Steere, of Etheldene, Anchor Hill, Knaphill, Baptist Minister, Harold Lewis Steere. Of 28 Collingwood Road, Horsham, retailer of prams and babywear, David Casse, of 92 Hevers Avenue, Horley, ambulance driver/assistant (new trustees) on the third part

Supplements deed of 12 Aug 1936. James Cook, Thomas Edward Eade, Albert Amos Cook George Cook, Albert Steere, David Lewis Steere, Frank Worger have all died. Wood had signified his desire to retire and is a party to this to fulfil requirements of Trustees Act 1935. Appointers desire to appoint new trustees, as stated, with Wood formally retiring

### **OTHER DOCUMENTS**

Schedule of deeds and documents received by Strict and Particular Baptist Trus Corporation from Wellers, Solicitors of Bromley, consisting of those listed above. Dated 2 Oct 1974 (2 copies)

Schedule of deeds and documents up to 1930 abstract of title, also listing certificate of search (below). Bear name of Holmes Beldam and Co, Littlehampton.

Application for official search under Land Charges Act 1930 for the land in Chapel Road, by Holmes Beldam and Co, Littlehampton.

Letter from Department of the Environment notifying the 'Owner and occupier ' of the chapel that it has been listed as of special architectural or historic interest. 7 Apr 1983

## ENVELOPE OF FURTHER DOCUMENTS

14 Jun 1864. Illegible signature from Reigate receives £2.5.0 from Mr Caffin for registering title deed in chancery relative to the Charlwood Trust.

1876. Extract from will of Thomas Round, died 23 Mar 1876. £10 to be held by them or the trustees for benefit of survivors and towards the maintenance of the chapel situate at Charlwood Farm, 'so long as the said services shall be conducted and maintained according to the doctrines and usages of Independent Methodists as at present administered there. Whenever services cease or chapel finally closed such annuity and corpus thereof shall become part of his residuary estate.

28 Oct 1881. Peter Caffin, Hazelwick, Crawley, to A???. Sending by rail deeds of the Chapel. Hopes he will find trusteeship can be changed to suit the altered circumstances of the case. Deeds were in care of Mr G L Morrison.

14 July 1899. G D Jones, 28 Ventnor Vilas, Hove, to Broadbridge. A peculiar case. Not certain [?] if the remedial acts for appointing new trustees at a church meeting without deed. Understands that Smith has surviving relative, a solicitor at Reigate and he is person to apply to. Matter is urgent: in this case if the trusts fail the chapel reverts (under the trust deed) to the Flint family.

14 July 1899. Further letter discussing detail. Has Broadbridge's letter of 12 July. Deed of 1863 was inoperative because:

1. It was not framed as a conveyance within the Statute of Uses but as a bargain and sale under Statute of Enrolment of 27 Henry 8, c.16, and is thus void having not been enrolled within 6 months.
2. Being void as a conveyance it was thus void as an appointment of trustees, the power of the appointment in the deed requiring both the nomination of the trustees and the conveyance of the chapel to them.

Another more glaring defect is that C T Smith is made to convey the property to himself instead of conveying to a release to uses to the use of himself. Defect (now cured by Conveyancing Act of 1881) is fatal – lawyer in 1863 seems to have just copied 1816 deed. The 1816 deed was itself void as not enrolled but that was cured by enrolment on 20 May 1862 under retrospective provisions of 24 Victoria c.4. Defect can only be cured by a deed of appointment of new trustees by Mr Caffin to which the devise of trust estates of C T Smith if he left a will or his heir if he did not must be a party (if he died before 1881), or if he died after 1881 then his legal personal representative, see s.30 of the act of 1881 – a devise of trust estates is now inoperative.

29 Dec 1899. T A Goodman, 9 North St, Brighton. Received from Mr Broadbridge £410.0 for costs of deed of appointment of new trustees.

1 Jan 1923. Charity Commission. Reminder that accounts are overdue of charity of T. Round for I the chapel and II the poor. No accounts for 1919, 1920, 1921.

29 Nov 1928. [Mary A Gay], 10 Dane Road, St Leonards-on-Sea to Mr Eade. Had intended to leave at death £100 in trust to Baptist chapel for benefit of the Sunday School: on thinking it over would like to give in lifetime by buying war loan 1929-47 @5%. [Incomplete]

30 Jan 1929. Charity Commission to Mrs Gay. Encloses engrossment for execution and return.

1 Feb 1929. Victor Levett & Co, 1 Royal Exchange Avenue, London EC2 buy the war loan for £102.18.9.

14 Feb 1929. Charity Commission to Mrs Gay. Order transferring stock into 'The Official Trustees of Charitable Funds' made. Order and letter.

26 Feb 1929. Mrs Gay to Mr Eade. Encloses papers from Charity Commission.

[Autumn 1930]. E C Coleman to Holmes Beldam and Co. Mr Eade has agreed to pay him £6 and do no repairs to Chapel Farm, but has not received cheque yet. [See above 18 Sept 1930]

7 Oct 1930. Holmes Beldam and Co. to Mr A J Eade. Thanks for cheque for £6. Will pack up deeds and send them.

30 Dec 1930. Holmes Beldam and Co. to Mr A J Eade. Sends deeds relating to chapel with conveyance of additional strip.

18 Mar 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Acknowledges receipt of deeds of appointment of trustees 1863, 1899, conveyance of 1930 and Land Registry Certificate.

21 May 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Sends document of appointment of trustees: a meeting should be called to read and sign document.

29 May 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. A few mistakes in the deed which can be adjusted and endorsement can be added to effect that two trustees had died.

18 Jun 1936. Charity Commission to T E Eade. In reply to Eade's letter of 15 June the order for payment of £1.15.0 from Gay's gift has been cancelled and would like new request as to method of payment of dividends.

13 July 1936. Charity Commission to T E Eade. Asks for deed appointing new trustees so that a note of this may be added to Gay Charity file.

8 Aug 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Thanks for returning appointment document but notes Denman and Butler had not signed, please say if oversight or if they have withdrawn.



15 Aug 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Has had deed stamped, and as it was more complex than usual he had employed solicitors and hopes the £2.12.0 charge can be afforded. Would Eade like deeds returned or kept in Society's safe?

9 Sept 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Encloses deeds for Eade.

3 Nov 1936. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Will be holding meeting of committee on 27 Nov and would like to know how much Charlwood wishes to borrow.

4 April 1944. W C Plail, Secretary, Strict and Particular Baptist Society to T E Eade. Re retirement of Mr Wood: if his letter is attached to the deed and submitted when a trustees meeting is held this should be sufficient.