

This Indenture

made the twenty-first day of

July One thousand nine hundred and two

The Indenture of 21 July 1902

*1st Part: Vendors
(Trustees and legal owners):*

HGM Conybeare
I Seligman

2nd Part: Mortgagees:

BG Luard
JL Pattisson
JJ Pattisson

3rd Part: Beneficial owners:

CAV Conybeare
FA Conybeare (Strauss)

4th Part: Purchaser:

CR Williams

The Indenture of 11 March 1891

Mortgagees:

WHL Pattisson
BG Luard
JL Pattisson
JJ Pattisson

various properties, including
'Tregullov Offices', used as
collateral for £3000 loan

WHL Pattisson died
16 July 1895

£3000 (loan) still owed in full

mortgagees received all
interest due over 1891-1902

Between *Henry Grant Madan Conybeare* of Delmore, Ingatestone in the County of Essex, Esquire, and *Isaac Seligman* of 15 Queens Gate Gardens in the County of London Esquire, hereinafter called the Vendors of the first part; *Bixby Garnham Luard* formerly of Aveley Vicarage, but now of Birch Rectory in the County of Essex, Clerk in Holy Orders, *Jacob Luard Pattisson* formerly of 6 Sussex Gardens, Hyde Park in the County of Middlesex, but now of Claremont Lodge, Cobham in the County of Surrey Esquire CB (?), and *James Jollie Pattisson* of Tonbridge in the County of Kent, Esquire, hereinafter called the Mortgagees of the second part; *Charles Augustus Vansittart Conybeare* of 3 Carlyle Mansions, Chelsea in the said County of London, Esquire, and *Florence Annie*, his Wife, of the third part; and *Charles Rule Williams* of Saint Day in the parish of Gwennap in the County of Cornwall, Mining Engineer, hereinafter called the purchaser of the fourth part

Whereas by an Indenture dated the eleventh day of March one thousand eight hundred and ninety one and made between the said Charles Augustus Vansittart Conybeare of the one part, and William Henry Luard Pattisson, since deceased, and the Mortgagees of the second part, *the messuage Dwellinghouse lands hereditaments and premises* hereinafter described, were conveyed (*inter alia*) by the said Charles Augustus Vansittart Conybeare to the said William Henry Luard Pattisson and the Mortgagees, their heirs, and assigns for ever by way of Mortgage for securing the repayment of Three thousand pounds and interest

And whereas the said William Henry Luard Pattisson died on the sixteenth day of July one thousand eight hundred and ninety-five

And whereas the principal sum of Three thousand pounds remains due on the whole of the lands, tenements and hereditaments mentioned in the last mentioned Indenture, but all interest has been paid up to the date of these presents as the Mortgagees hereby acknowledge

**The Indenture of
14 October 1896**

various properties placed
in trust with
HGM Conybeare &
I Seligman

FAS to become beneficial
owner on marriage

married 15 October 1896

written consent of CAVC
and FAS needed for sale

£170 paid to
Vendors (Trustees):
HGM Conybeare &
I Seligman

CAVC and FAS
consented to sale of
one property

Sir William Robert Williams
3rd Bt. of Tregullog, tenant

tenant paid rent to
HGM Conybeare & I Seligman

Area ± 1 rood and 1 perch =
1.037 m² or ± 105.65 ft²

And whereas by an Indenture dated the fourteenth day of October one thousand eight hundred and ninety six, and made between the said *Charles Augustus Vansittart Conybeare* of the one part, and *Florence Annie Strauss*, Spinster, of the second part, and the Vendors of the third part, the *messuage, Dwellinghouse lands, hereditaments and premises*, hereinbefore mentioned and hereinafter described and hereby intended to be conveyed, were (inter alia) conveyed to the Vendors in fee simple upon the trusts and to the intents and purposes in such Indenture mentioned, but especially upon trust, after the solemnization of the marriage therein mentioned (which was duly solemnized), to sell the same or any part or parts thereof, respectively either, subject to the hereinbefore mentioned Mortgage or freed and discharged therefrom, but during the lives of the said Charles Augustus Vansittart Conybeare and Florence Annie Strauss, or the survivor of them, with their, his or her consent in writing

Now this Indenture witnesseth that in consideration of the sum of One hundred and seventy pounds paid by the direction of the Vendors to the Mortgagees for the purchase of the fee simple of the messuage, Dwellinghouse, lands, hereditaments and premises hereinafter described, of which sum One hundred and seventy pounds the Mortgagees hereby acknowledge the receipt, the Mortgagees as Mortgagees, and by the direction of the Vendors as Trustees (and with the consent of the said Charles Augustus Vansittart Conybeare and Florence Annie Strauss (now Conybeare), testified by their being party to and executing these presents), hereby convey, and the Vendors as Trustees hereby convey and confirm to the Purchaser

All that Dwellinghouse and offices, commonly called or known as The Tregullog Offices, situate near Tregullog in the parish of Gwennap in the County of Cornwall, part of the Manor of St Day, lately in the occupation of Sir William Robert Williams, Baronet, but ~~now~~ then of the tenant of the Vendors, being part of No. PP5 in St Day Manor Map and No. 176 on the Government Ordnance Map of the said Parish, and containing about one rood and one perch of land (more or less)

**Mines and Minerals
Reservation**

Purchaser excluded from
owning or working any mines
or minerals that lie,
or might lie,
in, on or under the property

owner of any mines and
minerals
entitled to *search* for and *win*
minerals, *erect* structures,
work, manufacture and *remove*
minerals from property

... entitled to *place, store, wash*
and manufacture minerals

... entitled to *build*
infrastructure,
bring in minerals, or *transport*
away
minerals found

... entitled to *erect, alter* and
repair
mining-related buildings
and equipment

Excepting and nevertheless reserving thereout all and every, the mines, lodes, ores, seams and strata of copper and tin and other Mines and Minerals now, or to be opened, found or discovered in, under or upon all or any part of the said Messuage, lands and tenements hereinbefore described, ***and excepting and reserving*** all the several shafts, drifts, pits, headways, stalls and openings, pumps, trenches, sluices, reservoirs, waygates, watergates and tramroads, stamp engines, mills and gins used or employed in working and converting and carrying away the same Mines and Minerals

And *excepting and reserving* full and free, liberty, licence, power and authority from time to time and at all times thereafter, to search, dig, sink, win, work, make use and erect shafts, drifts, pits, headways, stalls and openings, pumps and trenches, reservoirs, sluices, waygates, watergates, watercourses, tramroads, stamps for engines, and other engines or mills, and gain and to use all other lawful ways and means, as well for the finding, discovering, working, converting, dressing, cleansing, skimping and getting of any copper and tin and other mines and minerals, as for the avoiding and carrying away water, foul air or other impediments or nuisances from forth or out of the same

And also *excepting and reserving* sufficient ground room, heap room and pit room for laying, placing, washing, cleansing and manufacturing the copper and tin and other mines and minerals, metal earth or rubbish that should, from time to time, proceed from or to be brought, dug or gotten out of the same

And also *excepting and reserving* full and free liberty to make and lay wagonways, railways, tram and other roads either in the said mines, or on the surface of the said premises for the purposes of taking away and actually to take away with horses, carts, wains, wagons and other carriages, all the copper and tin, copper and tin ores, and other minerals to be wrought on, or gotten from and out of the said mines, and for the purpose of bringing in any minerals for the working of the said mines

And also *excepting and reserving* full and free liberty, licences, power and authority to erect, build and get up in any convenient place or places near to any of the said mines, and afterwards to alter or repair all such lodges, houses, hovels, sheds, furnaces, mills, engines, stamp machines and other building, as should from time to time, be necessary or

... entitled to *bring* in horses
and
equipment and *employ* people
on, in or under property

...entitled to *dig up* non-
minerals
such as sand, peat or clay

worked out mines and
minerals

compensation for
damaged premises

Umpire to decide
disagreements

Purchaser entitled to
copies of documents
mentioned in Schedule

seven parties signed and
sealed this indenture

convenient for clerks, servants, workmen, horses, work gear, carts, carriages and utensils to be employed, or used, in or about the working and carrying on the works of the said mines, and other last mentioned articles, respectively, or in the manufacturing thereof

And also *excepting and reserving* full and free liberty to dig and get up sand, sods, peat, clay or other materials for making, building and repairing such houses and other buildings, and to do whatever else should be deemed needful or requisite in or about the trying for working, obtaining, getting, converting, manufacturing and carrying away of the copper and tin, and tin and copper ores, and other materials, or any of them, and also both during the working such mines and minerals

And also when and as the same should be worked out and abandoned, to take down, remove and carry away all or any of such engines, machinery, tackle, gear and other articles whatsoever, full compensation being made out of the profit and dues to the person or persons beneficially entitled to the said premises, or his or their tenants, for any damage or injury to be done to the surface of the said premises by reason of the trying for opening, working and transporting of such mines and minerals or other the before mentioned purposes, such compensation to be settled by two indifferent persons, one to be chosen by the person entitled to such compensation, and the other by the persons liable to make the same, or by an Umpire to be chosen by such two persons in case they should differ about the same

To Hold unto and to the use of the Purchaser in fee simple, subject to the existing tenancy, But absolutely freed and discharged from all moneys secured by, and from all claims under, the before mentioned Indenture of the eleventh day of March, One thousand eight hundred and ninety one

And the said Bixby Garnham Luard, Jacob Luard Pattisson and James Jollie Pattisson hereby acknowledge the right of the said Charles Rule Williams to production of the documents mentioned in the Schedule hereto, and to delivery of copies thereof

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

**Indenture No. 1 of
20 December 1889**

1st Part: Vendor
Sir WR Williams

2nd Part: Trustee
CE Jones

3rd Part: Purchaser
EC Holmes

**Indenture No. 2 of
20 December 1889**

1st Part: Vendor
EC Holmes

2nd Part: Purchaser
CAV Conybeare

CAV Conybeare mortgages
'Tregulow Offices' for £3000

CAV Conybeare places
'Tregulow Offices in trust

**The names, addresses and
professions of the six
witnesses (underlined)
to seven signatories (bold)
are shown
(left side in original
indenture)**

Address is Seligman's
merchant bank, London

JLP was an estate agent too

Maud E. Relfe, 23, fm Dover,
worked for Conybeares in
their London home
(1901 England Census)

The Schedule above referred to.

1. 1889 December 20

Indenture made between
Sir William Robert Williams
of the first part,
Charles Edward Jones of the
second part, and
Edward Carleton Holmes
the Younger of the third
part.....

2. 1889 December 20

Indenture made between the said
Edward Carleton Holmes
the Younger of the one part, and
the said *Charles Augustus*
Vansittart Conybeare of the
other part.....

3. 1891 March 11

}
} **The** hereinbefore recited Indentures
} of these dates
}

4. 1896 October 14

}

*The Conveyance was Signed, Sealed and Delivered
by the above named...*

1. **Henry Grant Madan Conybeare** in the presence of
W^m Watkins, 18 Bishopsgate Street, London E.C.,
Secretary of a Public Company.
2. **Isaac Seligman** in the presence of H. Shea, 18 Austin Friars,
Clerk.
3. **Bixby Garnham Luard** in the presence of Douglas Round,
Birch Cottage, Colchester, Barrister at Law.
4. **Jacob Luard Pattisson** in the presence of Horace C.
Waterfield, Cobham, Surrey, Estate Agent.
5. **James Jollie Pattisson** in the presence of Geo[rge] Baker,
212 High St., Tonbridge, Builder.
- 6 & 7 **Charles Augustus Vansittart Conybeare** and
Florence Annie Conybeare in the presence of M. Relfe,
3 Carlyle Gardens, Chelsea, SW, Parlo[u]rmaid.