

1867

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ABBOTS LANGLEY

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**Abstract of the Title**  
*of The British Land Company  
Limited to Freehold Land  
situate at Abbots Langley in  
the County of Herts*

RUSSELL & DAVIES,  
59, COLEMAN STREET.  
LONDON, E.C.

**Abstract of the Title** of  
*The British Land Company Limited* to Freehold Land at  
Abbots Langley in the County of Hertford

**Manor**  
of **Abbots Langley**  
alias **Lees Langley**  
in the  
County of Hertford  
1797 November 6

**At a Court** the Homage presented that John Smith of Abbots Langley Maltster then late one of customary tenants of said Manor who held to him and his heirs by Copy of Court Roll

**All** those two parcels or pightles of pasture situate lying and being at Kitters Green containing by estimation 3 acres (more or less) with a messuage thereon erected theretofore the estate of William Young

**And** also all that messuage or tenement situate and being at Kitters Green aforesaid with the barn garden orchard and appurtenances and two closes of arable and pasture thereunto belonging containing by estimation 3 acres (more or less) theretofore the estate of Thomas Budd

**And** also all that messuage or tenement and farm with the several closes pieces and parcels of arable meadow pasture and wood ground thereunto belonging containing by estimation 90 acres (more or less) with the appurtenances situate and being at Kitters Green aforesaid theretofore the estate of Alice Wells

**And** also all that piece or parcel of land adjoining to said messuage and farm then late part of waste of said Manor

**All** which premises were then late the estate of Thomas Hadland afterwards of Thomas Gibbard and John Taylor who were admitted tenants as devisees in fee under Will of said Thomas Hadland deceased at a Court held for said Manor on 28th April 1794

**Was** then long before that Court dead seized thereof And that thereupon three heriots had happened to Lord

**Then** at that Court came Thomas Smith of Abbots Langley aforesaid Mealman and produced a Will of said John Smith deceased dated 17th May 1797 wherein after giving sundry legacies he gave and devised as follows

**“And** I give devise and bequeath unto my nephew Thomas Smith of Strafford Mill in the Parish of Saint Michael in the said County of Hertford All my freehold and copyhold estates whatsoever and wheresoever And all the rest residue and remainder of my goods chattels money in the public funds the stock of the South Sea Company stock-in-trade crops cattle effects and personal estate whatsoever and wheresoever subject nevertheless to the payment of all my debts the aforesaid legacies my funeral charges the charges of proving this my Will and all other incidental expenses To hold the same estates and premises (subject as aforesaid) unto my said nephew Thomas Smith his heirs executors administrators and assigns respectively for ever according to the nature and quality of the same estates ”

**Which** said Thomas Smith in person prayed to be admitted tenant to

**Said** premises

**To whom** the Lord and Lady of said Manor by Deputy Steward granted seizin thereof by the rod

**To hold** same with appurtenances unto said Thomas Smith his heirs and assigns for ever of Lord and Lady of said Manor according to custom of said Manor by several yearly quit-rents heriots when they should happen and other services therefore due &c

1797 November 13

**Memorandum** of Conditional Surrender setting forth that Thomas Smith of Abbots Langley aforesaid a customary tenant of said Manor did out of Court surrender into hands of the Lord of Manor according to custom thereof

*All* those two parcels or pighiles of pasture situate lying and being at Kitters Green containing by estimation 3 acres (more or less) with a messuage thereon erected theretofore the estate of William Young

*And* also all that messuage or tenement situate and being at Kitters Green aforesaid with the barn garden orchard and appurtenances and two closes of arable and pasture land thereunto belonging containing by estimation three acres (more or less) theretofore the estate of Thomas Budd

*And* also all that messuage or tenement and farm with the several closes pieces and parcels of arable meadow pasture and wood ground thereunto belonging containing by estimation ninety acres (more or less) with the appurtenances situate at Kitters Green aforesaid theretofore the estate of Alice Wells

*To* all which premises said Thomas Smith was admitted as devisee in fee under the Will of John Smith on the 6th November then instant as before abstracted

*And* all houses &c *And* the reversion &c

**To the use** of Jeremiah Pope and of his heirs and assigns for ever according to custom of said Manor

**Proviso** that if said Thomas Smith his heirs or assigns should pay unto said Jeremiah Pope his executors administrators or assigns the sum of £1,000 with interest at the rate of £5 per cent per annum on 13th May then next then now abstracting Surrender should be void

Signed by said Thomas Smith

Receipt for £1,000 signed by Thomas Smith and witnessed

Same date **Bond** as a collateral security

1798 April 16 **At a Court** Homage presented

**That** said John Smith who held to him and his heirs by copy of Court Roll dated 12th April 1790 yearly quit rent of 1s 10d heriot when it should happen and other services (inter alia)

*All* that close of land then divided by a ditch and hedge then formerly part of a close of arable land called Great Magdalens otherwise Martins or Maudlins containing by estimation seven acres (more or less)

**Before** then present Court died so siezed thereof

*And* Homage further presented that said John Smith surrendered all said premises to use of his Will and made his last Will and Testament dated 17th May 1797 and thereby gave and devised said premises in words or to effect following—being in the words set out in the first recited Surrender

**Then** at that Court came said Thomas Smith in person and prayed to be admitted tenant to

*The* said several estates and premises so devised to him as aforesaid

**To** whom the Lord and Lady of said manor by their Steward granted seizin thereof by the rod

**To hold** said several messuage cottages tenements lands hereditaments and premises with the appurtenances unto him said Thomas Smith his heirs and assigns for ever pursuant to Will of said John Smith and subject and chargeable as therein

mentioned of Lord and Lady of said manor according to custom of said manor by several yearly quit rents aforesaid four heriots when they should happen and other services

1798 April 16 **Memorandum** of conditional surrender whereby said Thomas Smith Did in open court immediately after his admittance as lastly hereinbefore abstracted surrender according to the custom of the said manor

**All** that customary messuage or tenement situate and being at Kitters Green in said Parish of Abbots Langley then in occupation of Elizabeth Smith Widow

**And** also all that close of land then divided by a ditch and hedge then late parcel of a close of arable land called Great Magdalens otherwise Martins or Maudlins containing by estimation 7 acres be same more or less then in occupation of said Thomas Smith then formerly estate of one Barnard Tukey afterwards of The Reverend Cleave Greenhill Clerk deceased and then late of John Smith Mealman deceased who by his Will devised same to said Thomas Smith

**Together** with all outhouses &c And the reversion &c And all the estate &c

**To the use** of Daniel Puddiphatt his heirs and assigns for ever according to custom of said manor

**Proviso** for making void now abstracting Surrender in case said Thomas Smith his heirs executors or administrators should pay unto said Daniel Puddiphatt his executors administrators or assigns sum of £130 on 14th November then next with interest for same at rate of £5 per centum per annum (being the same sum of £130 and interest as is mentioned in the condition of a Bond dated 14th November then last entered into by said Thomas Smith to said Daniel Puddiphatt which said Bond and now abstracting Surrender were intended to be securities for one and the same sum of £130 and interest)

### Relating to Land Tax

1799 March 20 **Certificate** under the hands and seals of two of the Commissioners for the Redemption of Land Tax of Contract with said Thomas Smith for redemption by him of £1 land tax being the land tax charged upon

**Two** closes of meadow land containing together about 3 acres then late in occupation of Luke Lewin but then of said Thomas Smith

**And** of £5 land tax charged upon

**A** messuage or farm house with the appurtenances and about 80 acres of land in occupation of said Thomas Smith

**And** of 16s land tax charged upon

**A** messuage or public house called The "Unicorn" with the appurtenances and about 1 and a half acres of land in occupation of Francis Knowles

**And** of £1 2s land tax charged upon

**A** messuage or dwelling house with appurtenances and about 3 acres of land in occupation of Mrs Smith

**And** of 8d land tax charged upon tithe of last mentioned premises in occupation of Mrs Smith



[Abbots Langley]

**And** of 16s land tax charged upon

**A** messuage or dwelling house with appurtenances then late in occupation of Edmund Broone  
but then empty

**Making** in the whole £8 14s 8d

**All** which said premises are situate in Parish of Abbots Langley aforesaid and the property  
of said Thomas Smith

**The** consideration for redemption being declared to be £320 4s 5½d in £3 per centum Consolidated Bank Annuities to be  
transferred to Commissioners for Reduction of National Debt

**Registered** 26th June 1799 No 27297

### Relating to Tithes

1789 December 10 & 11

**Lease and Release** between Richard Clitherow of Horncastle County of Lincoln Esquire of first part Thomas  
Coltman of Hagnaby in said County Esquire of second part and said John Smith of third part

**Reciting** that by Indentures of Lease and Release and Settlement of 9th and 10th January 1789 Release between  
Mary Burton of first part said Thomas Coltman of second part and said Richard Clitherow and Timothy Overton (since  
deceased) of third part Reciting that a marriage was solemnized between said Thomas Coltman and said Mary Burton and  
for other considerations She said Mary Burton with consent of said Thomas Coltman (testified &c) Did grant bargain  
sell release and confirm unto said Richard Clitherow and Timothy Overton and their heirs (amongst other lands and  
hereditaments) All those freehold tithes which arose from certain lands tenements or hereditaments in Abbots Langley  
aforesaid which were purchased by said Cleave Greenhill of Richard Turney and Mary Halsey with the appurtenances To  
hold unto said Richard Clitherow and Timothy Overton and their heirs and assigns To the use of such person and persons  
and for such estate and estates and upon such trusts and subject to such powers limitations and provisoes and charged and  
chargeable in such manner as he said Thomas Coltman at any time during his life by any deed or writing with or without  
power of revocation to be by him sealed in presence of two or more credible witnesses or by his last will and  
testament should direct limit devise or appoint with remainder To the use of said Thomas Coltman Richard  
Clitherow and Timothy Overton and the heirs and assigns of said Thomas Coltman for ever But nevertheless as  
to estate and interest of said Richard Clitherow and Timothy Overton In trust for said Thomas Coltman his heirs and  
assigns for ever as in and by said Indentures of Lease and Release relation being thereunto respectively had might  
more fully appear

**And reciting** that said John Smith had contracted and agreed with said Thomas Coltman for purchase of said  
tithes for £15

**It is witnessed** that in consideration of sum of £15 to said Thomas Coltman paid by said John Smith (receipt &c) and  
also in consideration of 10s to said Richard Clitherow paid by John Smith (receipt &c) He said Richard Clitherow at request &c  
of said Thomas Coltman (testified &c) Did bargain sell alien and release And said Thomas Coltman did grant bargain sell alien  
release ratify and confirm and by the now abstracting deed executed by him in the presence of two witnesses direct limit and appoint  
unto said John Smith (in his actual possession then being &c) and to heirs and assigns of said John Smith

*All* and all manner of tithes and tenths of corn grain and hay and all other tythes and tenths of what sort or kind soever yearly coming growing arising increasing renewing or happening or to come grow arise increase renew or happen out of in or upon seven acres of arable or pasture land more or less lying in a part of a field or close called Martins lately divided with a hedge and ditch and formerly belonging to a messuage or farm house late of Thomas Swannell called The Great House which said seven acres were formerly purchased by Bernard Turney of said Thomas Swannell and were late the estate of said Cleave Greenhill and were situate in said Parish of Abbots Langley and then in occupation of Jeremiah Smith (except and always reserved out of that present grant and release all and all manner of small tythes out of in or upon the premises belonging and payable to Vicar for time being of said Parish Church of Abbots Langley alias Lees Langley)

*And* the reversion &c *And* all the estate &c *And* also all the deeds &c

**To hold** said tithes and tenths and all other hereditaments and premises thereby granted and released with their appurtenances (except as before excepted) unto said John Smith his heirs and assigns

**To** only proper use and behoof of said John Smith his heirs and assigns for ever

**Covenants** by said Thomas Coltman for himself his heirs executors and administrators with said John Smith his heirs and assigns that they said Thomas Coltman and Richard Clitherow were rightfully seized in fee simple—had good right to convey—for quiet enjoyment—and for further assurance

**Covenant** by said Richard Clitherow his heirs executors and administrators with said John Smith his heirs and assigns that he said Richard Clitherow had not done any act to incumber

**Covenant** by said Thomas Coltman for himself his heirs executors and administrators with said John Smith his heirs executors administrators and assigns that he said Thomas Coltman his executors or administrators would at request cost and charges of said John Smith his heirs executors administrators or assigns produce unto said John Smith his heirs executors or administrators the several deeds and writings in Schedule thereunto annexed mentioned

**Schedule** above referred to

**Lease and Release** of 24th and 25th March 1769 between Mary Walker of first part said Langhouse Burton deceased of second part and Roger Pocklington Esquire and James Harryman of third part

**Lease and Release** of 9th and 10th January 1789 between Mary Burton of first part said Thomas Coltman of second part and said Richard Clitherow and Timothy Overton of third part

**Executed** by said Thomas Clitherow and Thomas Coltman and attested by two witnesses

**Receipt** for consideration (£15) endorsed signed and witnessed

1802 May 17 **Indenture** between Charles Hadland of Mixbury County of Oxford Gentleman (only son and heir-at-law of Thomas Hadland then late of Dean Hill in Parish of North Aston County of Oxford Gentleman deceased who was only child and heir-at-law of Charles Hadland then late of Dean Hill aforesaid Graizer deceased who was eldest son of Mary Hadland formerly of Bloxham County of Oxford deceased and devisee named in last Will and Testament of John Newbury then late of Abbots Langley otherwise Lees Langley aforesaid Citizen and Cook of London and in said Will by mistake called John Hadland) of one part and said Thomas Smith of the other part

**Reciting** that said Charles Hadland (party thereto) had contracted with said Thomas Smith for sale of fee simple in tithes and tenths and hereditaments thereafter particularly mentioned for £619 10s

**It is witnessed** that in consideration of £619 10s to said Charles Hadland (party thereto) paid by said Thomas Smith He said Charles Hadland (party thereto) Did grant bargain sell alien release and confirm unto said Thomas Smith and his heirs and assigns

**All** and all manner of tithes and tenths of corn grain sheaf and hay and all other tithes and tenths of what sort or kind soever of him said Charles Hadland (party thereto) yearly coming growing arising increasing renewing or happening or to come grow arise increase renew or happen out of in or upon the fields lands closes woods and springs belonging to messuage or farm house of him said Thomas Smith called The Great House then in tenure or occupation of said Thomas Smith which are thereafter particularly mentioned (that is to say)

**Out** of in and upon

**One** orchard adjoining to said messuage or farm house containing or esteemed to contain by estimation 2 acres and a half (were same more or less)

**And** also out of in and upon

**One** close of pasture ground formerly called Little Cogdell Field and then commonly called or known by the name of Church Cogdell Field containing or esteemed to contain by estimation 7 acres (were same more or less)

**And** also out of in and upon

**Two** closes of pasture land formerly called Roundabouts and then commonly called or known by names of Home Mead and Roundabout containing or esteemed to contain by estimation 8 acres (were same more or less)

**And** also out of in and upon

**One** close of pasture ground formerly called Long Slife and then commonly called or known by name of Rick Meadow containing or esteemed to contain by estimation 2 acres (were same more or less)

**And** also out of in and upon

**One** close of pasture ground formerly called Little Marlings and then commonly called or known by name of Marlings Mead containing or esteemed to contain by estimation 4 acres (were same more or less)

**And** also out of in or upon

**One** close of arable land then formerly called Great Cogdell Field containing or esteemed to contain by estimation 15 acres (were same more or less)

**And** also out of in and upon

**One** field or close of arable land formerly called Great Wood Field

**And** also out of in and upon

**One** field or close of arable land formerly called Little Wood Field

**Which** said closes called Great Woodfield and Little Woodfield were then used as one close and then commonly called or known by name of the Field below Cogdell and containing together 6 acres and a half (were same more or less)

**And** also out of in and upon

**One** field or close of arable land called Great Gallows Hill Field containing or esteemed to contain by estimation 9 acres (were same more or less)

**And** also out of in or upon

**One** close called Little Gallows Hill Field containing or esteemed to contain by estimation 2 acres and a half (were same more or less) part whereof was formerly woodland

**And** also out of in and upon

**The** several pieces and parcels of woodground and springs adjoining to or belonging to some or all of the fields or closes of land above mentioned

**All** which said messuages lands and premises are situate lying and being in said Parish of Abbots Langley otherwise Lees Langley aforesaid

**And** also out of in and upon

**All** those four pieces or closes of arable pasture or meadow land or ground belonging to two messuages or tenements at Kitters Green in Parish of Abbots Langley otherwise Lees Langley aforesaid formerly purchased by said John Newbery and then in the tenure or occupation of Barnard Turney

**Which** said four pieces or closes were then used and occupied by said Thomas Smith as two closes or enclosed grounds and which were reputed to contain by estimation 6 acres (were same more or less)

**And** all and all manner of tythes and tenths of corn grain sheaf and hay and all other tythes and tenths of what sort or kind soever of him said Charles Hadland (party thereto) yearly coming growing arising increasing renewing or happening or to come grow arise increase renew or happen

**Out** of in or upon

**Any** other of the fields lands closes woods springs hereditaments and premises of him said Thomas Smith situate lying and being in said Parish of Abbots Langley otherwise Lees Langley aforesaid and in Kitters Green in said Parish of Abbots Langley aforesaid with all rights members and appurtenances thereunto belonging (except and always reserved out of now abstracting Grant and Release All and all manner of tythes out of in or upon all and every said premises belonging and payable to Vicar for time being of said Parish Church of Abbots Langley otherwise Lees Langley aforesaid

**Together** with all profits commodities &c And the reversion &c And all the estate &c  
**Together** with all deeds &c

**To hold** same with the appurtenances (except as before excepted) unto and to use of said Thomas Smith his heirs and assigns for ever

**Covenants** by said Charles Hadland (party thereto) that he was lawfully seized—that he had good right to grant—for quiet enjoyment—free from incumbrances—and for further assurance

**Executed** by said Charles Hadland and attested

**Receipt** for consideration money endorsed signed and witnessed

As to the whole

1805 June 17 **By his Will** said Thomas Smith after directing payment of his just debts funeral and testamentary expenses and devising to his daughters Sophia Ann and Sarah Allen Smith All those his messuages farms lands and hereditaments situate at Bovington County of Hertford in occupation of Edward Wood with the appurtenances gave devised and bequeathed

*All* the rest and residue of his real and personal estates and property of what nature kind or quality soever unto his wife Sarah Smith and unto her heirs executors administrators and assigns according to nature or quality of same estates respectively she paying thereout unto his said two daughters £500 a piece of lawful money as and when they should attain the age of 21 years to whom said testator gave and bequeathed same accordingly and desired his executors to provide and appropriate a sufficient fund for that purpose

**And** said testator constituted and appointed his said wife Sarah Smith and his father-in-law Francis Warren and his son Francis Warren joint executors of his Will

**Duly executed** and attested by three witnesses

**Proved** in Prerogative Court of Canterbury 19th November 1805 by said Sarah Smith Widow Francis Warren and Francis Warren the younger executors therein mentioned

Same Date **Said** Thomas Smith made a surrender of

*All* his messuages cottages lands tenements and hereditaments of him said Thomas Smith within and holden of said Manor

**To the use** of such person and persons and for such estates ends intents and purposes as were or should be declared in and by his last Will and Testament

1806 April 14 **At a Court** then held second proclamation was made for any person or persons claiming title to customary or copyhold messuages cottages or tenements farms lands hereditaments and premises within and held of that Manor whereof said Thomas Smith died seized to come into Court and be admitted to the same that was to say (amongst other hereditaments) to

*All* those the premises described in abstracted Admission of 6th November 1797

**And** also all that piece or parcel of land adjoining to said messuage and farm then formerly part of waste of said Manor (all which said premises were theretofore estate of Thomas Hadland afterwards of Thomas Gibbard and John Taylor and then late of John Smith Gentleman deceased)

**And** to which said Thomas Smith was admitted tenant at a Court held for said Manor on 6th November 1797

**And** Homage presented that upon death of said Thomas Smith there happened to Lord and Lady of said Manor three heriots for before mentioned premises which had been compounded for at sum of £21 5s

**And** Homage further presented surrender of said Thomas Smith and his said Will

**Then** came said Sarah Smith and prayed to be admitted tenant of said premises so devised to her as aforesaid

**To** whom Lord and Lady of said Manor by their Steward granted seizin thereof by the rod

**To hold** said messuages or tenements farms lands and hereditaments with their appurtenances unto said Sarah Smith her heirs and assigns for ever pursuant to said Will of her said late husband Thomas Smith and subject and charged and chargeable as therein is mentioned And also subject to and chargeable with payment of principal monies and interest then due and owing to Jeremiah Pope by virtue of a conditional Surrender of said copyhold estate and premises made by said Thomas Smith on 13th November 1797 for securing £1,000 and interest of the Lord and Lady of said Manor by copy of Court Roll at will of Lord and Lady according to custom of said Manor by said several yearly quit rents of 2s 6d twopence and £1 0s 4d three heriots and other services &c

**At** the same Court said Sarah Smith surrendered all her customary or copyhold hereditaments and premises to use of her Will

1806 April 14 **At a Court** then held Homage presented that said Thomas Smith died seized to him and his heirs (amongst other hereditaments) of

**All** that close of land divided by a ditch and hedge then formerly part of a close of arable land called Great Magdalens otherwise Martins or Maudlins containing by estimation seven acres (more or less) held of Lord and Lady of said Manor by the yearly quit rent of 1s 10d and heriotable

**To** all which said premises (amongst other hereditaments) said Thomas Smith was admitted tenant at a Court held on 16th April 1798

**And** Homage further presented that upon death of said Thomas Smith there happened to Lord and Lady of said Manor two heriots for last mentioned premises which had been compounded for at the sum of £21 5s

**And** Homage likewise presented that said Thomas Smith surrendered his customary or copyhold messuages lands tenements and hereditaments within said Manor to use of his Will and made his last Will and Testament dated 17th June 1805 whereby (after devising certain estates therein described to his two daughters therein named) he gave devised and bequeathed all rest and residue of his real and personal estates and property of what nature kind or quality soever and of which said copyhold estates and premises were parcel unto his wife Sarah Smith and unto her heirs executors administrators and assigns according to nature and quality of same estates respectively subject and charged and chargeable as therein mentioned

**Then** at that Court came said Sarah Smith in person and prayed to be admitted tenant of

**Said** several estates and premises so devised to her as aforesaid

**To** whom Lord and Lady of said Manor by their said Steward grant seizin thereof by the Rod

**To hold** said several messuages cottages or tenements lands hereditaments and premises with their appurtenances unto said Sarah Smith her heirs and assigns for ever pursuant to Will of said Thomas Smith and subject and charged as therein is mentioned

**And** also (as to the messuage lands and premises then lately the estate of Lady of Manor) subject and charged with the payment of the principal monies and interest then due and owing to Daniel Puddiphatt Carpenter under a conditional surrender or mortgage thereof made by said Thomas Smith deceased for securing £300 and interest of Lord and Lady of said



Manor at Will of Lord and Lady according to custom of said Manor by several yearly quit rents aforesaid two heriots and other services &c

*At* same Court said Sarah Smith surrendered all her customary or copyhold messuages lands and hereditaments to use of her Will

1812 March 31 **Receipt** under hand of Humphry Puddiphatt for £130 secured by before abstracted Bond of 14th November 1797

1844 August 23 **The Instrument** of Apportionment of rent charges in lieu of tithes in Parish of Abbots Langley in County of Hertford under Tithe Commutation Acts

**Recites** than an agreement for commutation of tithes of said Parish of Abbots Langley was on 29th July 1841 confirmed by Tithe Commissioners for England and Wales as follows—

**Setting** forth

**That** the whole Parish contained by admeasurement 2511a 3r 30p the whole of which lands (excepting the woodland) was subject to the payment of tithes both great and small

**That** the woodland in said Parish was absolutely exempt from payment of all tithes by prescription and contained by admeasurement 364 acres 10 perches or thereabouts

**That** several persons named in Schedule thereunder written were owners of great tithes of all titheable lands of said Parish in which Schedule were specified names of owners and occupiers and description of lands titheable to each of said several persons respectively

**And** it was thereby agreed that following annual sums by way of rent charges subject to provisions of said Act should be paid to following persons instead of Great tithes of lands in said Schedule mentioned and subject to payment of Great tithes to them respectively

**To** Mrs Sarah Smith instead of Great tithes belonging to her arising from lands called Turners Farm property of Frederick Greenhill Esquire and Trinity College Oxford and Sydney College Cambridge specified in the said Schedule containing by admeasurement 43a 3r 24p annual sum of £12

**To** said Mrs Smith for great tithes of several other lands specified in said Schedule (of which she was the owner of lands as well as of tithes) the annual sum of £21 12s

**The Schedule** above referred to (containing amongst other items)

Titheowner	Landowner	Occupier	Description of Property	Quantities in Statute Measure		
				a	r	p
Sarah Smith Widow	F Greenhill Esq and others	William Bunker James Leach	Tanner's Farm	43	3	24
				96	0	0
Ditto	Herself - - -	Benjamin Toovey	Land - - -	96	0	7
Ditto	Ditto - - -	Herself - - -	House and Garden	0	2	9

**And** by such apportionment William Roberts of Hemel Hempsted and Henry Sedgwick of Rickmansworth in County of Hertford Valuers appointed to apportion total sum to be paid as rent charge in lieu of tithes amongst several lands of said Parish of Abbots Langley did thereby apportion the rent charge as follows (inter alia)—



Landowners	Occupiers	Nos Referring to the Plan	Names and Description of Lands and Premises	State of Cultivation	Quantities in Statute Measures			Amount of rent charge apportioned upon the several lands and to whom payable						Names of Impropriators				
								Payable to Vicar			Payable to Impropriator							
								£	s	d	£	s	d					
Sarah Smith	Benjamin Toovey	328	Meadow - - -	Meadow	a	r	p											
		329	Ditto - - -	Ditto	3	1	3											
		330	Ditto - - -	Ditto	2	2	33											
		331	Little Meadow - -	Ditto	1	2	33											
		345	Marlin's Field - -	Ditto	0	1	27											
		442	Bottom Field - -	Arable	14	1	3											
		443	Eight Acres - -	Ditto	2	2	8											
		444	Seven Acres - -	Ditto	8	2	23											
		444	Seven Acres - -	Ditto	7	0	23											
		445	Twelve Acres - -	Ditto	12	3	24											
		446	Six Acres - - -	Ditto	7	2	20											
		447	Dell - - - -	Wood	0	2	25											
		448	Church Cog Dell - -	Arable	20	3	4											
		449	Dell - - - -	Wood	0	2	13											
		450	Meadow - - - -	Meadow	3	0	33											
		463	Malting and Homestead	- -	0	1	17											
		464	Meadow - - - -	Meadow	7	2	27											
465	House and Premises - - -	- - -	0	2	9													
					95	0	5	6	1	4	21	12	0	Sarah Smith				
Sarah Smith	Herself - - -	460	Garden - - -	- - -	0	0	17											
		461	House Garden &c - - -	- - -	0	2	14											
							0	2	31	0	10	0						
Sarah Smith	Joseph Wilkinson } John Stephens - } Benjamin Batten & } Joseph Morris - }	325	Four Cottages & Gardens	- -	0	0	37											
		Jeremiah Chandler } & James Cooper }	334	Two Cottages & Gardens	- -	0	0	39										
			335	Cottage & Garden - - -	- - -	0	1	23	0	2	0							
Edward Catlin & } Susannah Manning }	462	Two Cottages & Gardens	- -	0	0	13												

1863 December 8

**By Will** of this date said Sarah Smith Widow appointed John Edward Groome of Kings Langley in County of Hertford Brewer and Benjamin Toovey of Abbots Langley in same County executors and trustees of that her Will

**And** she directed authorized and empowered said John Edward Groome and Benjamin Toovey or survivor of them his executors or administrators as soon as conveniently might be after her decease to make sale and absolutely dispose of

**Such** part and parts of all the general real estate whatsoever and wheresoever and of and to which she then was or at the time of her decease should be seized or entitled as was or might be of customary or copyhold tenure

**Either** together or in lots or parcels and either wholly or partly by public auction or private contract and under and subject to such stipulations as to the title or otherwise as to them or him should seem proper and to convey and assure the same either by bargain and sale or otherwise unto purchaser or purchasers thereof or as he she or they might direct

**And** said testatrix gave devised and bequeathed unto said John Edward Groome and Benjamin Toovey

**Such** part and parts of all the general real estate whatsoever and wheresoever (except mortgaged or trust estates) of or to which she then was or at the time of her decease should be seized or entitled as was or might be of freehold tenure

**And** her personal estate

**To hold** the same unto said John Edward Groome and Benjamin Toovey their heirs executors administrators and assigns according to the nature thereof respectively

**Upon trust** as soon as conveniently might be after her decease to make sale and absolutely dispose of all her said general freehold estate in connection with her said copyhold estate or otherwise and either together or in lots or parcels and either wholly or partly by public auction or private contract under and subject to such conditions and stipulations as to title or otherwise as to said John Edward Groome and Benjamin Toovey or survivor of them his heirs or assigns should seem proper and to convey and assure the same unto the purchaser or purchasers thereof or as he she or they should direct

**Declaration** by testatrix that money to arise from sale of her said general copyhold and freehold estate and rents and profits thereof until sale thereof should sink into and form part of residue of her personal estate

**And** testatrix bequeathed same to her two daughters Sophia Ann Sherwood Widow and Sarah Allen Ralph Widow as therein mentioned

**Declaration** by testatrix that receipt and receipts of trustees or trustee for time being acting under that her Will for any money whatsoever payable to them or him under it should effectually and conclusively discharge person or persons paying the same from being answerable or accountable for misapplication or nonapplication thereof or any part thereof and from being liable or obliged to see to application thereof or any part thereof

**Executed** by testatrix in presence of and attested by two witnesses

**Testatrix** died 6th August 1866

**Proved** by both executors in the Principal Registry of the Court of Probate 13th September 1866

1867 April 12

**Indenture** between said John Edward Groome and Benjamin Toovey of first part said Sophia Ann Sherwood Widow of second part Sarah Allen Ralph of Abbots Langley County of Hertford Widow of third part John Francis Bontems of No 14 Moorgate Street in the City of London Gentleman of fourth part and The British Land Company Limited of fifth part

**Reciting** Will of said Thomas Smith and his death and proof of his Will

**And reciting** that said legacies of £500 had long since been paid

**And reciting** Admission of said Sarah Smith

**And reciting** Will of said Sarah Smith and her death and proof of her Will

**And reciting** that said John Edward Groome and Benjamin Toovey had contracted with said John Francis Bontems for sale to him of said premises for £7,610 exclusive of the timber which had been valued at £496 9s making altogether £8,106 9s

**And reciting** that said John Francis Bontems entered into said Contract as agent for said British Land Company Limited as he did thereby acknowledge

**It is witnessed** that in consideration of £8,106 9s by said British Land Company Limited paid to said John Edward Groome and Benjamin Toovey (the receipt &c) said John Edward Groome and Benjamin Toovey by direction of said British Land Company Limited (testified by their Common Seal being thereunto annexed) Did thereby bargain and sell and grant and said Sophia Ann Sherwood and Sarah Allen Ralph Did thereby grant release and confirm unto said John Francis Bontems and his heirs and assigns

**Firstly All** the copyhold messuages tenements and hereditaments which are specified and described in the first Schedule thereunder written and situate in Parish of Abbots Langley in the County of Hertford and site whereof is in the Plan drawn on abstracting Indenture by the colors mentioned in said first Schedule

**Which** copyhold hereditaments together with other hereditaments not intended to be thereby assured were in admittance thereto of said Sarah Smith deceased described as follows—(that was to say) As described in abstracted Admissions of 14th April 1806

**And Secondly All** the rent charges in lieu of great tithes issuing or payable out of or charged upon said copyhold hereditaments and premises intended to be thereby bargained and sold or assured

**Together** with the appurtenances And all the estate &c

**Except** and reserving nevertheless unto person or persons for time being entitled to piece of copyhold land which in said Plan is distinguished as Lot 5 and his and their respective heirs tenants and assigns and all other persons with his or their permission full free and perpetual right of way or passage with or without horses cattle carriages and burthens over and along strip of land 14 feet wide in every part shewn in said Plan colored dark brown and marked "intended Road" which said intended road was to be made and maintained as a hard road by the said owner or owners of Lot 5

**To hold** unto and to the use of said John Francis Bontems his heirs and assigns for ever but as to said copyhold hereditaments and premises at the will of Lord and according to custom of said Manor And as to all said hereditaments and premises

**In trust** for said British Land Company Limited and their assigns for ever and to be conveyed assured and disposed of as they should direct

**Covenants** by each of said John Edward Groome and Benjamin Toovey for himself his heirs executors administrators and assigns that he had not incumbered

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is

missing

*Several Covenants* by said Sophia Ann Sherwood for herself her heirs executors and administrators and as to one undivided equal moiety or half part of said hereditaments and premises and said Sarah Allen Ralph for herself her heirs executors and administrators and as to the other undivided equal moiety or half part of the said hereditaments and premises—that they had good right to convey—free from incumbrances—for further assurance

*And reciting* that the deeds evidences and writings specified in the Schedule thereunder written related to the title to said hereditaments and premises and also to title to other hereditaments belonging to said John Edward Groome and Benjamin Toovey and were to be retained in custody of said John Edward Groome and Benjamin Toovey and their heirs until they had sold and conveyed the whole of hereditaments then vested in them to which same deeds evidences and writings also related and were then to be delivered up to said John Francis Bontems his heirs or assigns

*It is further witnessed* that in consideration of premises said John Edward Groome and Benjamin Toovey for themselves their heirs executors administrators and assigns did thereby covenant for production and furnishing copies of said deeds evidences and writings

**The First Schedule** referred to by abstracting Indenture—

No on Plan	Color on Plan	Names and Descriptions of Lands and Premises	State of Cultivation	Quantities in Statute Measure			Names of Tenants
				a	r	p	
1	Pink	Residence Gardens and Buildings	—	0	2	14	Unoccupied { John George Chalk Mrs. Brandon Benjamin Toovey
2		Two Cottages and Gardens - -	—	0	0	13	
3		Farmstead Buildings and Malting	—	0	1	3	
4		The Paddock - - - -	Meadow	11	2	30	
5	Light Green	Church Dog Dell - - - -	Arable	17	0	23	Ditto
6	Yellow	Six Acres - - - - -	Arable	7	2	20	Ditto
7	Dark Purple	Dell - - - - -	Wood	0	2	25	Ditto
8	Light Purple	Twelve Acres - - - - -	Arable	12	3	24	Ditto
9	Light Brown	Seven Acres - - - - -	Arable	7	0	23	Ditto
10	Dark Green	Eight Acres and Bottom Fields -	Arable	11	0	31	Ditto
11	Light Blue	Maudlins or Martins - - - -	Meadow	8	3	33	Ditto
12	Dark Blue	Two Cottages and Gardens - -	—	0	0	19	Isaac Collins Mrs Chandler Benjamin Toovey
13	Brown	Land - - - - -	Meadow	2	1	38	
14	Red	Wood Barn and Garden Ground	—	0	0	28	Isaac Collins Mrs Chandler Benjamin Toovey
15	Olive	Land - - - - -	Meadow	2	1	29	
16	Crimson	Land - - - - -	Meadow	2	3	3	Ditto
				86	1	10	

**The Second Schedule** referred to by abstracting Indenture

- 6th November 1797—**Admission** of said Thomas Smith to part of thereinbefore described premises and other premises not comprised in that Indenture
- 13th November 1797—**Duplicate Memorandum** of Conditional Surrender to the use of Jeremiah Pope to secure payment of £1000
- Same Date—**A Cancelled Bond** given to said Jeremiah Pope as collateral security
- 16th April 1798—**Admission** of said Thomas Smith to remainder of thereinbefore described premises and other premises not comprised in that Indenture
- Same Date—**Memorandum** of Conditional Surrender to use of Daniel Puddiphatt to secure £130
- 14th November 1797—**A Cancelled Bond** given to said Daniel Puddiphatt as security for same sum
- 20th March 1799—**Certificate** of Redemption of Land Tax
- 10th & 11th December 1789—**Indentures** of Lease and Release Release between Richard Clitherow of first part Thomas Coltman of second part and John Smith of third part relating to tithes
- 17th May 1802—**Indenture** between Charles Hadland of one part and said Thomas Smith of other part relating to tithes
- 17th June 1805—**Copy of Surrender** by said Thomas Smith to use of his Will
- 14th April 1806—**Admission** of said Sarah Smith to part of thereinbefore described premises and other premises not comprised in that Indenture and Surrender to use of her Will
- Same Date—**Admission** of said Sarah Smith to remainder of before described premises and other premises not comprised in that Indenture and Surrender to use of her Will
- 31st March 1812—**Receipt** under the hand of Humphrey Puddiphatt for £130
- Duly Executed** and attested
- Receipt** for consideration endorsed signed and witnessed

1867 March 14 **Declaration** of William Easy of Hemel Hempsted County of Hertford Tailor as follows—

“**I** am seventy-two years of age and was born at Abbots Langley Herts and resided there till I was twenty-two years of age My father was a Baker there and I assisted him in his trade and used to go out with his cart and deliver the bread to his customers After I left Abbots Langley I went to reside in the adjoining Parish of Hemel Hempsted where I lived for about ten years and then went to live at Leverstock Green which is about two miles from Abbots Langley where I resided about six years and then returned to Hemel Hempstead where I have resided ever since I have never lived more than five miles from Abbots Langley and I have always kept up my acquaintance with Abbots Langley and its inhabitants by going there at different times every year and for two years during my residence at Leverstock Green I used to go to Abbots Langley every Sunday to conduct the Sunday School there under the Vicar From my earliest days down to the time of her death I knew and was acquainted with Mrs Sarah Smith late of Abbots Langley aforesaid Widow who died there on the 6th day of August last I was in the habit of calling upon her at different times when I went to Abbots Langley and she occasionally used to make me stop and dine with her I also recollect her husband Mr Thomas Smith who died when I was about ten years old From the time of his death the said Sarah Smith resided in the house near the Church at Abbots Langley aforesaid where she died and which house is part of Lot 1 mentioned in the Particulars of Sale now produced to and marked by me and is numbered 1 in the

*Sale Plan annexed to said Particulars and she was always reputed and known to be the owner of said house and of all the farm and lands held therewith and of other cottages and premises at Kitters Green which farm and lands cottages and premises are particularly described in said Plan and Particulars under which said estate and properties were sold by auction at the Auction Mart London on the 19th day of November last in several lots I knew said farm and lands cottages and premises well Said Sarah Smith occupied and cultivated said farm and all the lands thereto belonging which are numbered 3 4 5 6 7 8 9 10 13 part of 15 and 16 and 17 from her said husband's death until she let them to Mr Benjamin Toovey the present occupier of the farm who has occupied the same for about 35 years now last past as tenant to said Sarah Smith Said Sarah Smith from the time of her said husband's death was also always reputed and known to be the owner of the two cottages now in the respective occupations of John George Chalk and Mrs Brandom which formed part of her homestead and are numbered 2 on said Plan and of the two cottages and gardens in the respective occupations of Isaac Collins and Mrs Chandler which form part of number 15 on said Plan "*

1867 May 31 **By Copy of Court Roll** it is stated that said John Francis Bontems by Frederick Joseph Morrell

**Produced** copy of said Will of Sarah Smith

**And** said Indenture of 12th April 1867

**And** prayed to be admitted to whom Lords of said Manor by their Steward granted seizin by the rod

**To hold** unto and to the use of said John Francis Bontems his heirs and assigns for ever of Lords of said Manor by Copy of Court Roll at will of Lord according to custom of said Manor by apportioned rent of £1 2s 0<sup>3</sup>d heriots suit of court customs and other services &c

1867 **By an Award** of Enfranchisement

**Reciting** that lands described in Schedule thereto were held by Copy of Court Roll of said Manor and said John Francis Bontems was tenant thereof

**And reciting** that enfranchisement of same lands had been registered

**And reciting** that amount to be paid had been ascertained to be £1,040 19s 9d and said sum had been paid under direction of said Copyhold Commissioners and a receipt had been produced to said Copyhold Commissioners

**And reciting** that all other acts and matters required by The Copyhold Acts previously to a confirmation of that Award had been duly done and performed

**The** Copyhold Commissioners in pursuance of powers vested in them by the Copyhold Acts Did by that enfranchisement enfranchise

**All** said copyhold lands described in Schedule thereto with their appurtenances save and except the rights reserved by "The Copyhold Act 1852" section 48

**To be holden** as freehold thenceforth and for ever discharged from all fines heriots reliefs quit rents and all other incidents whatsoever of copyhold or customary tenure save and except as aforesaid

**Signed** by Copyhold Commissioners and sealed with their official seal



## The Schedule

	Names and descriptions of Land and Premises	State of Cultivation	Quantities in Statute Measure			Names of Tenants	
			a	r	p		
Numbers on Plan on Indenture of 12th April 1867 between John Edward Groome and Benjamin Toovey of the first part, Sophia Ann Sherwood of the second part, Sarah Allen Ralph of the third part, John Francis Bontems of the fourth part and The British Land Company Limited of the fifth part	1	Residence gardens and buildings - -	—	0	2	14	Unoccupied
	2	Two cottages and gardens - - -	—	0	0	13	{ John George Chalk { Mrs Brandon
	3	Farmstead buildings and malting - -	—	0	1	17	Benjamin Toovey
	4	The Paddock - - - - -	Meadow	11	2	30	„ „
	5	Church Cog Dell - - - - -	Arable	17	0	23	„ „
	6	Six Acres - - - - -	Ditto	7	2	20	„ „
	7	Dell - - - - -	Wood	0	2	25	„ „
	8	Twelve Acres - - - - -	Arable	12	3	24	„ „
	9	Seven Acres - - - - -	Ditto	7	0	23	„ „
	10	Eight Acres and Bottom Fields - -	Ditto	11	0	31	„ „
	11	Maudlens or Martins - - - - -	Meadow	8	3	33	„ „
	12	Two cottages and gardens - - - -	—	0	0	19	{ Isaac Collins { Mrs Chandler
	13	Land - - - - -	Meadow	2	1	38	Benjamin Toovey
	14	Woodbarn and garden ground - - -	—	0	0	28	{ Isaac Collins { Mrs Chandler
	15	Land - - - - -	Meadow	2	1	29	Benjamin Toovey
	16	Land - - - - -	Ditto	2	3	3	„ „
		A	86	1	10		

*All* which copyhold messuages tenements and hereditaments are situate in the Parish of Abbots Langley in said County of Hertford and together with other hereditaments not intended to be hereby enfranchised were in the Admittance thereto of Sarah Smith deceased described as follows (that is to say) All those two parcels or pighles of pasture situate lying and being at Kitters Green containing by estimation 3 acres more or less with a messuage thereon erected theretofore the estate of William Young

*And* also all that messuage or tenement situate and being at Kitters Green aforesaid with the barn garden orchard and appurtenances and two closes of arable and pasture land thereunto belonging containing by estimation 3 acres more or less theretofore the estate of Thomas Budd

*And* also all that messuage or tenement and farm with the several closes pieces and parcels of arable meadow pasture and wood ground thereunto belonging containing by estimation 90 acres more or less with the appurtenances situate and being at Kitters Green aforesaid formerly the estate of Alice Wells

*And* also all that piece or parcel of land adjoining to said messuage and farm formerly part of the waste of said Manor All which said premises were formerly the estate of Thomas Headland afterwards of Thomas Gibbard and John Taylor and then late of John Smith to which Thomas Smith was admitted tenant at a Court held for said Manor on the 6th day of November 1797

*And* also all that close of land divided by a ditch and hedge then formerly part of a close of arable land called Great Magdalens otherwise Martins or Maullins containing by estimation 7 acres more or less To which premises hereby intended to be enfranchised said John Francis Bontems was admitted tenant on the 31st day of May 1867 on the surrender of Sarah Smith

1867 **Indenture** (endorsed on abstracted Award) made between said John Francis Bontems of one part and The British Land Company Limited of other part

**Reciting** that said John Francis Bontems was admitted tenant of and said premises were enfranchised to him as trustee for said Company

**It is witnessed** that at request of said British Land Company Limited said John Francis Bontems did thereby grant and convey unto said British Land Company Limited and their assigns

**All** before abstracted premises

And the appurtenances And all the estate &c

**To be held** by said British Land Company Limited and their assigns

**To the use** of said British Land Company Limited and their assigns for ever

**Covenant** by said John Francis Bontems that he had not incumbered

**Executed** and attested