

Documents from the Harris MSS.

These are abstracts, by Geoffrey Copus, of documents relating to Lilleys Farm, Chelsfield, listed in the first Catalogue of the Harris Manuscripts, to which please refer. They are saved under their catalogue numbers with the prefix HARR – for example. HARR67 refers to document B67, a Marriage Settlement of 1760.

It would be appreciated if anyone making use of them in the future will acknowledge both Dr. John Nightingale, to whom the collection belongs, and my own work in making the abstracts.

Geoffrey Copus
Tunbridge Wells
January 2013.

Harris MSS - A4.

Indenture dated 26 May 14 James I [1617] between (i) Sir Anthony Awcher of Bishopsbourne, Kent Kt. and Dame Hester his wife and (ii) James Stiles of Chelsfield yeoman. Sir Anthony and Dame Hester Awcher in consideration of the sum of £428 paid to them by the said James Stiles, receipt of which they acknowledge, grant, bargain, sell and confirm to him -

One messuage or tenement with the appurtenances, 2 barns, one stable and 14 pieces or parcels of land, meadow, pasture and wood with all ways, easements and other the appurtenances whatsoever containing in the whole by estimation 120 acres whether more or less thereof there to be had, in Chelsfield:

" the first piece whereof is called and known by the name of Barlycrofte, the second by the name of Greatfielde, the third by the name of Sampiers croft, the fourth by the name of Grayhause, the fifth by the name of Hempstales, the sixth by the name of Ashcroft, the seventh by the name of waly woode, the eighth by the name of Frees, the ninth by the name of gravelcrofte, the tenth by the name of Swier, the eleventh by the name of Wheatfeilde, the twelfth by the name of Northgrove, the thirteenth by the name of Walyfielde and the fourteenth by the name of Barne yarde, or by whatsoever other name or names the same are called and known by:

whereof the pieces or parcels following (that is to say) Barlycroft, greatfield, Sampiers croft, Grayhause, Hempstale, Ashcrofte, waly woode, Frees and gravelcrofte do lie together and contain by estimation three score acres and

bound and abut in manner and form following -

to the lands of George Smithe towards the east and south, to the lands of the heirs of William Petly towards the south and east, to the lands of Edwarde Maninge towards the north and to the King his street there towards the west;

and the said piece or parcel of land called Swier boundeth and abutteth to the lands of the heirs of the said William Petly towards the south, east and west;

and the said two pieces or parcels of land called by the names of wheatfield and Northgrove do bound and abut to the lands of the heirs of the said William Petly towards the south and east, to the lands of George Maninge towards the north and to the King's highway there leading between Chelsfield and St. Mary Cray towards the west;

and the said piece or parcel of land called Waly Field boundeth and abutteth to the lands of the said Edward Manninge towards the north, to the lands of Thomas Haddon towards the west, to the lands of the heirs of Francis Giles towards the south and to the King's highway there towards the east;

and the said piece or parcel of land called Barne yarde doth bound and abut to the King's highway there towards the north, south and east, and to the lands of the heirs of the said Francis Giles towards the west, as the marks and bounds thereof do divide meet shew and are well known .

And further they the said Sir Anthony and Dame Hester his wife have for the consideration aforesaid given granted bargained and sold ...unto the said James Stiles the reversion and reversions, remainder and remainders of all and singular the said messuage etc....before by these presents mentioned to be granted bargained sold and confirmed together with all and singular the deeds etc...whatsoever concerning only the said premises or any part thereof ...in his or their custody and which they the said Sir Anthony Awcher and Dame Hester his wife can lawfully come by without suit in Law and the true copies of all such Fines exemplifications of Fines and other deeds evidences charters and writings as do concern the said premises with the appurtenances or any part thereof ...[which]

They the said Sir Anthony Awcher and Dame Hester his wife do by these presents for them their heirs executors administrators and assigns and every of them covenant and grant to and with the said James Stiles his heirs executors administrators and assigns to deliver or cause to be delivered unto the said James Stiles his heirs executors or assigns on this side and before the Feast of St. Michael the Archangel next ensuing the date of these presents whole safe uncalled and undefaced

To have and to hold the moiety or one half of all and singular the said premises with all and every the appurtenances before by these presents mentioned to be granted bargained sold and confirmed unto the said James Stiles his heirs and assigns unto the only use and behoof of him the said James Stiles his heirs and assigns for ever

And to have and hold the other moiety or one half of all and singular the

said premises with all and every the appurtenances unto him the said James Stiles and his heirs for and during the natural life of the said Dame Hester and no longer.

And the said Sir Anthony Awcher doth by these presents for him his heirs executors administrators and assigns and every of them covenant and grant to and with the said James Stiles his heirs executors and assigns in manner and form following that is to say -

That they the said Sir Anthony Awcher and Dame Hester his wife as in right of the said Dame Hester are at the time of then sealing and delivery of these presents and at the time of the first estate to be made executed or conveyed unto the said James Stiles his heirs and assigns shall be solely lawfully and rightfully seized of and in the moiety or one half of the said messuage lands tenements and other the said premises before by these presents mentioned to be granted bargained sold and confirmed with the appurtenances in their demesne of Fee Simple or of Fee Tail of a good lawful rightful and absolute estate;

And that they the said Sir Anthony Awcher and Dame Hester as in right of the said Dame Hester at the time of their sealing and delivery of these presents and of the first estate thereupon to be made or executed shall have full lawful and rightful power and authority in their own right to bargain sell and convey the said moiety or one half of all and singular the said premises with the appurtenances unto the said James Stiles and his heirs according to the purport and effect of these presents;

And also that the moiety or one half of the said messuage lands tenements and hereditaments and all and singular other the premises before by these presents mentioned to be bargained and sold with the appurtenances at the time of then sealing and delivery of these presents be and so from time to time and at all times hereafter shall continue remain and be unto the said James Stiles his heirs and assigns;

And the other moiety or one half of the said premises with the appurtenances are and shall continue remain and be unto the said James Stiles and his heirs for and during the natural life of the said Dame Hester clearly and freely acquitted and discharged or otherwise by them the said Sir Anthony Awcher and Dame Hester his wife their heirs executors and administrators upon reasonable request sufficiently saved harmless and indemnified of and from all and all manner of Feoffments grants alienations entails statutes marchant and of the staple recognizances dowers annuities rent charges rent seck arrearage of rents condition entries for conditions Broken Fines Forfeitures amercements [?] intrusions [?] and of and from all other interests Titles charges and incumbrances whatsoever heretofore had made done executed or committed or at any time hereafter before the making and conveying of the first estate of the said premises unto the said James Stiles to be had made done executed or committed by the said Sir Anthony Awcher his heirs or assigns and by Dame Hester his wife or any of them or by Peter Collett deceased father of the said Dame Hester his heirs or assigns or by any other person or persons claiming by from or under them the said Peter Collett Sir Anthony Awcher and Dame Hester or by from or under any or either of them (the rents and services from henceforth due and payable to the chief Lord or Lords of the Fee or Fees of the said premises and

such lease interest or term for years of and in the said premises as is given and bequeathed by the last Will and Testament of the said Peter Collett unto the said James Stiles always excepted and foreprised .)

And also that he the said James Stiles his heirs and assigns shall and may from time to time and at all times hereafter peaceably and quietly have hold occupy and enjoy the moiety or one half of the said messuage lands tenements and all and singular other the premises before by these presents mentioned to be bargained and sold with all and every the appurtenances without any manner of lawful expulsion let or disturbance of them the said Sir Anthony Awcher and Dame Hester his wife their heirs or assigns or any of them or any the heirs or assigns of the said Peter Collett or of any person or persons whatsoever claiming by from or under them the said Sir Anthony Awcher and Dame Hester his wife or the said Peter Collett or by from or under them or either them or by their or either of their means or procurement (except before excepted) ;

And also that he the said James Stiles his heirs and assigns for and during the term of the natural life of the said Dame Hester and no longer shall and may from time to time and at all times hereafter peaceably and quietly have hold occupy and enjoy the other moiety or one half of the said messuage lands tenements and all and singular other the said premises before by these presents mentioned to be bargained and sold with all and every the appurtenances without any manner of lawful expulsion let or disturbance of them the said Sir Anthony Awcher and Dame Hester his wife or any of them or of any the heirs or assigns of the said Peter Collett or of any other person or persons whatsoever claiming by from or under them the said Sir Anthony Awcher and Dame Hester his wife or the said Peter Collett or by from or under them or either of them or by their or either of their means or procurement (except before excepted) ;

And furthermore the said Sir Anthony Awcher doth for and upon the consideration aforesaid covenant and grant to and with the said James Stiles his heirs executors and assigns that they the said Sir Anthony Awcher and Dame Hester his wife and the heirs and assigns of the said Sir Anthony Awcher and Dame Hester and all and every other person and persons whatsoever any estate or interest in the moiety or one half of the said messuage lands tenements and other the before mentioned to be bargained and sold having or lawfully claiming to have by from or under the said Sir Anthony Awcher and Dame Hester his wife or either of them their heirs or assigns or any of them shall and will from time to time and at all times for and during the space of five years next ensuing the date hereof upon reasonable request to him or them made and at the only cost and charges in the Law of the said James Stiles his heirs or assigns make knowledge execute and suffer or cause to be knowledged made done executed and suffered all and every such further act and acts thing and things devise and devises assurance and assurances whatsoever for the better assurance or surer making of the said moiety or one half of the said premises unto the said James Stiles his heirs and assigns;

Be it by Fine Feoffment recovery with voucher or vouchers Deed or deeds inrolled or not inrolled or by the inrollment of these presents release confirmation with warranty or otherwise without warranty or by all any or as many of the said ways or means or by any other lawful assurance or

assurances as by the said James Stiles his heirs or assigns or by his or their counsel learned in the law shall be reasonably devised advised or required;

So as he and they nor any of them be not compelled to travel further than the Cities of London and Westminster for the doing thereof And so as the same contain no other nor further warranty nor clauses of warranty then against the said Sir Anthony Aucher and Dame Hester his wife and the heirs and assigns of the said Peter Collett as aforesaid;

Provided always and it is further covenanted granted concluded condiscended [sic] and fully agreed upon by and between the said parties to these presents and every of them their and either of their heirs and assigns and it is the true intent purport and meaning of these presents and so hereby declared and expressed that all and singular Feoffments Grants Fines recoveries and all other assurances whatsoever of the said premises with the appurtenances or of any part or parcel thereof to the said James Stiles his heirs or assigns heretofore made or at any time or times hereafter to be made shall stand and be and shall be adjudged to be for and concerning the Moiety or one half of the said premises with the appurtenances to the use and behoof of him the said James Stiles his heirs and assigns for ever;

And for and concerning the other Moiety or one half thereof to the use and behoof of the said James Stiles and his heirs for and during the natural life of the said Dame Hester And to none other use or uses interests or purposes whatsoever;

In Witness whereof the parties first above named to these present Indentures their hands and seals either to other interchangeably have put Dated the Day and year first Above written."

Anthony Aucher Hester Aucher

Endorsed - sealed and delivered in the presence of Robert Rose, Ranelle Davies, Alexander Smith.

1617 Sir Anthony Aucher and Hester his wife: deed of Sale to James Style of one moiety of Lillies 26 May 14 James I 1617.

Harris MSS - A 16.

Indenture tripartite dated 20 January 1696 between (i) James Styles of Chelsfield gentleman (ii) Edmund Burges of Sevenoaks gentleman and James Burton of Chelsfield yeoman and (iii) Sarah Woodgate of Sevenoaks widow.

In consideration of a Marriage by God's grace shortly intended to be had and solemnised between the said James Styles and Sarah Woodgate and in consideration of £800 to be paid to him for her marriage porton and for the settlement of a Jointure and better livelihood and maintenance for her in case the marriage take effect and Sarah shall survive James, and to the intent that the messuages, lands etc. hereinafter mentioned may be settled to the intents expressed, and for divers other good causes:

James Styles for himself and his heirs covenants with Edmund Burges and James Burton and their heirs that he and his heirs will stand seized of -

all that messuage or tenement called Lyllies with the buildings etc., gardens, orchards and the several pieces of land, meadows, pastures and woodgrounds belonging, being in all 14 parcels containing by estimation 125 acres and commonly called -

Barley fresks, Greatfeild, Sampers Crofte, Gray Hause, Hempstalls, Ashcrofte, Walley Wood, Freese, Gravell Crofte, Swire, Wheatfeild, Northgrove, Wallyfeild and Barneyard, all in the parish of Chelsfield, and in the occupation of the said James Styles and William Kester:

also one other messuage, farm or tenement called Greenestreete otherwise Water att Hille and all buildings etc., gardens and orchards, and the meadow, pasture and woodgrounds belonging commonly called -

Westfeild, of 20 acres; Oatefeild, 7 acres; Boarefeild, 16 acres; Fenyfeild, 10 acres; two pieces called Vickle and Jennetts Crofte, 25 acres; two pieces called Hush Hawes and Riddens, 15 acres; Jacklands, 4 acres, Ramus, 14 acres; Barley Crofte, 6 acres; Skrubbes, 10 acres; Barnefeild, 20 acres; Breach, 3 acres; the Greene, 10 acres; two pieces called Blacklands and Ramus, 18 acres - all being in the parishes of Chelsfield and Farnborough, and now in the occupation of James Burton and John Burton:

and all other lands commonly let with the said two farms:
to the use of the said James Styles and his heirs until the marriage shall take place;

then to the use of James Styles for life without impeachment of any waste but voluntary waste in pulling down houses and buildings;

immediatly after his death, to the use of the said Sarah Woodgate and her assigns for her lifetime in lieu of her dower, moiety and title of dower;

after her death to the use of the heirs of her body by the body of the said James Styles;

for default of such issue, to the use of the right heirs of the said James Styles for ever.

James Styles covenants that before the end of next Hilary Term he will levy a fine in the said lands, etc.

Signed: James Styles, Edmund Burges, James Burton, Sarah Woodgate.

Harris MSS - A17.

Indenture tripartite dated 20 January 1696 between (i) Sarah Woodgate of Sevenoaks widow (ii) Edmund Burges of Sevenoaks gentleman and James Burton of Chelsfield yeoman and (iii) James Styles of Chelsfield gentleman. In consideration of a marriage by God's Grace shortly intended to be had

and solemnised between the said Sarah Woodgate and James Styles, and in consideration that James Styles had by Indenture tripartite of even date settled a considerable estate on the said Sarah Woodgate in case the said marriage take effect, and in order that a moiety of the messuages, lands etc. hereafter mentioned may be settled, etc. –

the said Sarah Woodgate for herself her heirs and assigns will for ever be seized in a moiety of all that messuage or tenement with the barns etc. and all those 10 parcels of land arable meadow and pasture adjoining in the parish of Limpsfield, Surrey, containing by estimation 18 acres, late in the occupation of Anthony Harman and now in that of John Warde, to the use of the said Sarah Woodgate her heirs and assigns until the said intended marriage take place, and then to her use for life without impeachment of waste but voluntary waste in pulling down houses or buildings:

After her death, to the use of the said James Styles for life in lieu of all widowers rights, and after his death to the use of the right heirs of the said Sarah Woodgate for ever.

Covenant that she has a good title, etc.

Signed Sarah Woodgate Edm: Burges James Burton James Styles

Endorsed: Memo that before the writing and engrossing of the Deed within written the same was stamped by H.M. Commissioners with the stamp of the office according to the Act of Parliament.

Witness William Howell

Sealed and delivered by all the parties within named in the presence of -
Edm: Hodsoll Tho: Streatfeild William Howell.

Harris MSS - A 19 and A 20.

A 19.

March 24 1702.

Received then and before of Gabriell Aynscomb of Gatton in the County of Surrey yeoman the sum of two hundred and ten pounds in full for the purchase of the Moiety of certain freehold and Customary Messuages Lands and Tenements in Nutfield in the County of Surrey in the occupation of Richard Cottee and Susan his wife I say received in full - £210

Philip Vice

Susanna Vice

A 20.

26 April 1704 - administration of the goods etc. of Sarah Styles alias Woodgate of Chelsfield deceased to James Styles her husband.

[PCC admon, with seal of Archbishop.]

Harris MSS - A 22.

Indenture dated 2 October 1706 between (i) James Style of Chelsfield gentleman and (ii) John Petty of Chelsfield gentleman.

James Style lets to John Petty a piece of arable land containing 2 acres and 20 rods in Chelsfield, abutting to a piece of the Glebe called Kibscroft towards the south, to the Highway abutting to Kibbslane towards the east and to other lands of the said James Style towards the north and west;

excepting out of this lease all timber trees and the bodies of all pollard trees which during the term hereby granted shall stand grow or be upon the said land, with free liberty of ingress etc. to the said James Style and his heirs and his servants and workmen to cut, fell, have, convert, take and carry away the said trees by such ways and means as he shall think fit, compensating John Petty for any damage to fruit trees. The lease is to run from Michaelmas last for 40 years at 25s. per annum payable at Michaelmas.

John Petty covenants with James Style to pay the yearly rent to him at his now dwelling house in Chelsfield, and that at his own expense he will repair and maintain such of the hedges and fences wherewith the said premises are enclosed as do abut to the piece of Glebe and towards the south and to the Highway abutting to Kibbslane towards the east, and at the end of the lease will leave them sufficiently repaired and maintained;

and John Petty will with all convenient speed at his own expense make an orchard of the premises and plant the same with good apple trees, and if any of them shall happen to die, perish or decay during the term of the lease he will in the proper season next ensuing plant other apple trees of good fruit in their place and the same fruit trees preserve and defend from all damage of biting or butting of cattle whatever;

and John Petty shall plant the said orchard with fillbud plants, each fillbud plant to be twelve feet distant or near thereabouts from each apple tree, and at the end of the lease shall leave the said orchard planted with fillbud plants but not under 7 years growth nor above 12 years growth;

and if during the term of the lease John Petty shall be minded to sell his interest in the premises he shall signify his mind thereof unto James Style or his heirs who shall have first refusal if he will give as much as any other person;

James Style and his heirs shall have liberty to enter into the premises if the rent remain unpaid for 21 days;

James Style and his heirs shall during the term of the lease maintain and repair such of the hedges and fences as abut towards the north and west. If James Style shall fell or cut down any timber trees in the hedges which John Petty has agreed to maintain and thereby makes any breaches therein, James shall repair any damage at his expense or else compensate John

Petty. Covenant for quiet possession.

Signed and sealed: John Petty.

Endorsed; it is agreed between James Style and John Petty that John shall during the term of the lease at his own expense repair and maintain all the hedges and fences enclosing the premises and he may have full and free liberty to take up what fillbuds and to plant what dwarf trees he may think fit.

Delivered in the presence of - Mich: Petty Rector of Chelsfield: George Knowe.

2 October 1706 - a Lease from Mr. James Style to Mr. John Petty of the piece of land adjoining to Kibscroft for planting of an Orchard to hold from Michaelmas last for 40 years at 25s. rent per annum. 1706 + 40 ends 1746. Counterpart.

Harris MSS - A 26.

Printed form with details added -

Know all men by these presents that I John Petty of Chelsfield gentleman have remised released and for ever quit-claimed to John Styles of Chelsfield gentleman his heirs etc.-

"all and all manner of Action and Actions Cause and Causes of Action Suites Bills Bonds Writings Obligatory Debts Dues Duties Accounts Summe and Summes of Money Judgementz Executions Extents Quarrels Controversies Trespasses Damages and Demands whatsoever both in Law and Equity or otherwise howsoever which against the said John Styles I ever had And which I my Heirs Executors or Administrators shall or may have claim, Challenge or Demand for or by reason or means of any matter cause or Thing whatsoever from the beginning of the World unto the day of the date of these presents."

30 November 1720 John Petty

Witnesses Robert Allen Wm: Child John Tasker

Harris MSS - A 27.

This document is very worn, and in places impossible to read, although its intent is clear. I have made a literal transcript, although I have introduced paragraphs, and have had to leave considerable gaps where the wording is illegible. The square brackets showing such gaps do not give any indication of how long they may be - towards the end of the document very little may be made out.

The notes and endorsements written on the document are of considerable interest, and explain why it is that the deed is so worn and rubbed - it must

have suffered from passing through many hands, as it was an important piece of evidence in the Exchequer Court case of Burton versus Ebbutt, Aynscomb, Vice and Searle. This was not settled until 1733 when the estate of John Styles or Style, who had died intestate and without heirs of his body in 1726, was divided in Gavelkind between the descendants of his three great aunts. A 26, A28, A29, A30, A31 and A32 have particular reference to this case, which involved a great deal of property, largely in Chelsfield and Farnborough.

Memo. That whereas James Style late of Chelsfield in the County of Kent yeoman deceased father of John Style of Chelsfield aforesaid yeoman in his lifetime [] his last Will and Testament in writing under his hand and seal duly executed bearing date or or about the fourth day of August 1710:

And therein and thereby gave several legacies devises and bequeaths [sic] to several persons therein particularly named and mentioned after which he devised his Estate of lands and tenements to Thomas Burton, John Burton and James Burton his three kinsmen therein named In case his said son John Style died before he attained the age of 21 years and without issue of his body lawfully begotten as by the said Will []

And whereas the said John Style his said son in the said will named hath several years ago attained his said age of 21 years and become lawfully possessed and well entitled to [] Estate under the said Will and Testament of his said father [] whereof he the said John Style hath lately mortgaged for £600 since he attained the age of 21 years and have [sic] contracted several other debts with several other persons since the death of his said father by which means it may be apprehended that the [] in and by his said late father's will may be [] disputes and [?causes] to arise [] death without issue of his body [] and being the title of the Estate of lands and tenements in the said Will of his father the said James Style [] concerning the several devises [] devised and given to the several persons therein named

For preventing thereof and in regard that the said John Style son of the said James Style being in a declining state of health and is [] and satisfied that it was the true [?intent] and meaning of his said late father James Style [? at the time of] writing [? and publishing] his said last Will and Testament that all his Estate of lands and tenements in and by his said last Will and Testament mentiuned and devised should go to and be absolutely [] enjoyed by his three Kinsmen the said Thomas Burton John Burton and James Burton and their several heirs and assigns for ever after the decease of the said John Style without heirs of his body as doth by his said last Will and Testament [] for confirmation thereof

Now Know Ye that I the said John Style son and heir of [? him the said] James Style the said Testator do hereby declare and my will mind and true intent and meaning to be (as to the disposal of my Estate)

That all and every the Devises [] and Grants in and by my said late father James Style's last Will and Testament devised given and granted to the several persons therein [] Do stand in full force [] to all uses and purposes as if [] or Condition [] entailed Estate and hold [] as the last Will and Testament of me the said John Styles [] contained

Only that [] my said loving kinsman James Burton of [] lawfully begotten to take and receive the rents and profits of the [] lands and tenements [] for payment of the said £600 mortgage money principal and interest and all other my debts and the several legacies and [] last Will

and Testament by [] and given to the several persons therein named [] James Burton to pay them by [] rents and profits of my said Estate [] mortgage money debts and legacies fully paid and satisfied So as the [] and the said James Burton [] heirs and assigns after my death [] and assigns []

To have and to hold all and singular [] several parts of the said lands [] for my [] for ever

Notwithstanding any Defect provision [] by my said father's will [] In Witness whereof I the said John Style have hereunto set my hand and seal the fifteenth [day of August 1725.]

John Style - seal, a fleur de lys

Witnesses Thos: Gunn Edw: Forde Edwd: Short King's Bench walk.

(B) Burton v Ebbutt.

This Parchment writing was produced and shown unto Timothy Ward, James Burton, Thomas Gunn, Barbara Burton, John Harrison, Cavendish Ford, John Mace and Thomas Harrison on the part of the Counsel in this Cause at the time of their several Examinations before me J. Comyns.

Endorsements -

This Parchment was produced and shown to Elizabeth Staples, Annes Raworth, Joseph Biscoe and John Petty at the time of their several Examinations in the Court of Exchequer on the part of John Ebbutt Wm: Ebbutt and others Defendants at the Suite of James Burton Complainant. Lawr: Carter.

This is the will or writing mentioned in my Affidavit sworn before the ...?... Pengelly this 13th. January 1729. Tho: Gunn.

Harris MSS - A 28.

1726	John Styles to James Burton - Dr.	
March		
Paid the Window Money at Michaelmas 1726	fifteen shillings	15s.0d.
[25 pd - half years Land Tax due at Lady Day 1726		1.19s.0d.]
[this entry crossed through]		
pd. 10 pound of butter at 6d. per pound		5s. 0d.
pd. 3 Gallons of turnip-seed at 1s. per Gallon		3s.0d.
pd. 1 Bushel of clover seed		2. 8s.0d.
pd. a Coffin		4.16s.6d.
pd. the Funeral charges		24.14s.0d.
pd. for Nursing Mr. Styles		2. 8s.0d.
pd. for laying forth and in the Coffin and affidavit		3s.0d.
pd. the Minister and Clerk		9s.0d.
pd. two Years Quitrent for Lilies		2-----
["X omitted" added in margin]		
pd. Margrate Peirce for work		19s.0d.
pd. George Randall for work		3.15s.0d.

pd. the Widow Johnson for work	1. 4s.3d.
pd. the 3rd. and 4th. Quarterly payments of the land tax for Lilies } for the year 1726 and half year window money } ["omit" put in margin and crossed through]	2. 8s.0d.
pd. Wm: Chesmore for work	3. 8s.0d.
pd. Annes Raworth for wages	6-----
pd. George Mace wages	8-----
pd. Charles Freneby wages	5. 0s.9d.
pd. John Wilson for work	3. 1s.6d.
pd. Eliz: Johnson wages	9s.0d.
pd. George Medhurst for work done by his wife	1s.6d
pd. Percivall Hartt Esq. 6 years Arrears for Rochester Castle	3. 3s.0d.
pd. John Goldsmith's bill for work	14s.7d.
pd. Edward Everist for work	17s.0d.
pd. Mrs. Hanah Coney	100-----
[added -"Note - Aunt and had right of Admn: and renounced"]	
pd. Thomas Mace's [..?..] Bond to Mr. Tasker	39-----
pd. Wm: Alwin for patting the Grave of Mr. Styles	2s.0d.
pd. Mrs. Eliz: Hodsoill principal and interest of a Bond	59. 7s.6d.
pd. John Haward principal and interest of a Bond	126.12s.6d.
pd. Richard Perch principal and interest of a Bond	105-----
pd. Mr. Mark Fielder principal and interest of a Bond	105.10s.0d.
pd. the charge of the Law being sued by John Haward's bond	4. 3s.6d.
pd. the charge of the law being sued by Perch's bond	4.10s.0d.
pd. 2 years interest more on Perch's Bond	10-----
pd. John Lansdall Esq. 4 years Interest of the Mortgage	120-----
pd. another years interest due to [?.]	30.10s.0d.
[no total given; there are various scribbled notes on the otherwise blank middle page - not taken.]	
Endorsed: Mr. Burton's bill of payments.	

Harris MSS - A29.

1726 September 9 - Administration of the goods etc of John Stiles of Chelsfield granted to James Burton, creditor, Hanna Coney the aunt and next of kin having renounced.

[see PCC Act Book for the entry regarding this administration, reference PROB 6 / 102]

Harris MSS - A30.

Abstract of the will of John Burton of Chelsfield bachelor dated 31 Jan. 1727.

I leave to my loving brother James Burton and his heirs for ever all my messuages, lands etc. and all my part, interest and share therein.

I leave to my nephews James and Thomas Burton £100 apiece.

I leave to my nieces Barbarah Burton and Mary Burton £50 apiece.

I nominate my brother James Burton as my Executor.
Witnesses Mich: Petty, John Petty, John Chapman.

Proved 1 May 1728 by James Burton the brother.
(Rochester will.)

Harris MSS - A 32.

Indenture quadripartite dated 19 May 1733 between

(i) James Burton of Chelsfield yeoman and Susan his wife, which James is one of the 3 sons of Barbara Burton deceased, who was one of the 3 daughters of James Styles of Chelsfield yeoman deceased and one of the 3 great aunts and heirs of John Styles of Chelsfield gentleman deceased, and the said James Burton is also devisee of John Burton his brother deceased, who was one other of the 3 sons of the said Barbara Burton;

William Phillips of Shoreham, Kent, tailor, devisee of John Burton the younger deceased;

and Thomas Burton of Shoreham husbandman -

which John Burton the younger and Thomas Burton were the only sons and heirs of Thomas Burton deceased, the other of the 3 sons of the said Barbara Burton:

(ii) John Ebbutt of St. Mary Cray yeoman ["and Mary his wife" added];
William Ebbutt, eldest son and one of the heirs in Gavelkind of William Ebbutt of Sanderstead, Surrey, yeoman, deceased;

John Ebbutt the younger, Thomas Ebbutt, James Ebbutt and Edward Ebbutt, the other sons and heirs of James Ebbutt deceased, the only son and heir of Amy Ebbutt, one other of the 3 daughters of the said James Styles and one of the 3 great aunts and heirs of John Styles deceased:

(iii) Susan Vice and Mary Aynscomb, the only daughters and heirs of James Cox late of Nutfield, Surrey, yeoman deceased, who was the only son and heir of Sarah Cox the other of the 3 daughters of the said James Styles and the other of the 3 great aunts of the said John Styles deceased:

(iv) Michael Petty of Chelsfield Clerk and John Petty of Chelsfield gentleman.

Whereas the said James Burton, William Phillips, Thomas Burton party to these presents, the first named John Ebbutt, William Ebbutt, John Ebbutt the younger, Thomas Ebbutt, James Ebbutt and Edward Ebbutt are in this present time seized in Fee of the Manor, messuages, lands, tenements and hereditaments hereinafter mentioned in the several and respective parts, shares and proportions following -

The said James Burton - one third part of a third part in his own right, and one other third part of a third part as devisee of his said brother John Burton deceased;

the said William Phillips - one sixth part of a third part as devisee of the said John Burton the younger deceased;

The said Thomas Burton, party to these presents - one sixth part of a third part;

the said first named John Ebbutt - one moiety of a third part;
The said William Ebbutt and John Ebbutt the younger, Thomas Ebbutt,
James Ebbutt and Edward Ebbutt the sons of William Ebbutt deceased - the
other moiety of a third part;

The said Susanna Vice and Mary Aynscomb - one other third part in equal
moieties.

Whereas for the selling [sic - ?settling] and ascertaining in severalty the said
Manor etc. and premises hereinafter mentioned in 3 equal parts to be
enjoyed by the several and respective parties in the proportions
aftermentioned in lieu and satisfaction for the several and respective
undivided parts and shares which the said parties to these presents now
hold and enjoy of and in all the said premises they the said parties through
the assistance of William Brasier, Robert Allen and Thomas Fuller, " three
honest men of Judgment and Skill Indifferently Elected and chosen " by the
mutual assent and consent of all the parties have made partition division
and allotment of the premises into 3 equal parts to be held by the respective
heirs of the said Barbara Burton, Amy Ebbutt and Sarah Cox in manner and
form following -

I. James Burton, William Phillips and Thomas Burton and their heirs shall
enjoy for their third part -

all that messuage and farm called Lillys with the barns, stables, outhouses,
yards, gardens, orchards, lands, grounds and appurtenances in the parish
of Chelsfield, now in the occupation of the said James Burton.;

also all that cottage lying near thereto, late in the possession of Thomas
Bath;

also all that piece of ground called the Great Field or the plantation in the
occupation of the said John Petty lying near the said messuage called Lillys;
also all that wood and woodground and field thereto adjoining called
Catesbrook and all timber and wood thereon growing:

to hold two third parts thereof to the said James Burton and his heirs, and
to hold one sixth part to the said William Phillips and his heirs, and the
remaining one sixth part thereof to the said Thomas Burton and his heirs:

II . The first named John Ebbutt, William Ebbutt and John Ebbutt the
younger, Thomas Ebbutt, James Ebbutt and Edward Ebbutt as heirs in
Gavelkind of the said Amy Ebbutt shall enjoy for their third part -

all that messuage and farm called Greens Farm lying in or near Green Street
Green in Chelsfield and Farnborough with the barns etc. and lands thereto
belonging now in the occupation of Thomas Bath or his assigns and also
that wood and wood ground called Ramus in Farnborough and all that
messuage, barn etc. and lands in Chelsfield in the tenure of Thomas Know;

to hold one moiety to the first named John Ebbutt and his heirs, and the
other moiety to the said William Ebbutt, John Ebbutt the younger, Thomas
Ebbutt, James Ebbutt and Edward Ebbutt and their heirs.

III. The said Susan Vice and Mary Aynscomb and their heirs as heirs in
Gavelkind to the said Sarah Cox shall enjoy for their third part -

all that the Manor or Lordship of Goddington with the right members and
appurtenances thereof and the farm called Goddington with the barns etc.
and lands in the occupation of the said James Burton, to hold the said
premises to the said Susan Vice and Mary Aynscomb and their heirs in

equal moieties.

This Indenture witnesseth that to establish such division and for the conveying and assuring to the respective parties the said third parts in lieu of their undivided shares it is covenanted by all the parties for them and their heirs that the said James Burton and Susan his wife, William Phillips, the first-named John Ebbutt and Mary his wife, William Ebbutt, Susan Vice and Mary Aynscomb shall before the end of Trinity Term next ensuing or in some other subsequent Term at their own cost acknowledge and levy before the Justices of the Common Pleas at Westminster one or more Fines etc. with proclamations etc unto the said Michael Petty and John Petty and their heirs of all that messuage and farm called Lillys, the cottage nearby late in the occupation of Thomas Bath, the plantation near Lillys in the occupation of the said John Petty and the wood and field adjoining called Catesbrook, all which lands etc. are in the parishes of Chelsfield and Lullingstone;

also upon the Manor of Goddington and Goddington Farm and lands in the occupation of the said James Burton;

also upon Greens Farm and lands in Chelsfield and Farnborough now in the occupation of Thomas Bath, the farm and lands in Chelsfield in the occupation of Thomas Know and the parcel of woodland called Ramus in Farnborough;

and upon all the premises whatsoever intended to be included in this division and the reversion and the reversions and remainder and remainders by such description etc. as shall be thought proper by Counsel learned in the Law;

which said Fine or Fines shall be taken by all parties to apply to all the premises.

[Details repeated with these additions or variations -
Catesbrook is called Cattsbrook:

Thomas Burton is allotted his share of Lillys on condition that he accept the same in lieu of all right and interest he claims and that within one month after he attain 21 years he shall confirm this in proper legal form:

John Ebbutt the younger, Thomas Ebbutt, James Ebbutt and Edward Ebbutt shall likewise confirm their acceptance of their respective shares within one month of attaining 21 years.]

Confirmation of the respective shares, etc.

Signed and sealed by -

James Burton William Phillips John Ebbutt

Susannah X Burton Thomas Burton Mary Ebbutt

William Ebbutt Susanna Vice

John Ebbutt

Thomas Ebbutt Mary Aynscomb

Endorsed: 19 May 1733: Deed of Partition of Estate late of Mr. Jno. Styles amongst his Heirs at Law.

two thirds part of Lillies to Jas.

Burton

These two one sixth pts. }
passed to James Burton } {one sixth pt. of Do to Thomas Burton
by Release of 22 March 1734 } {one sixth pt. of Do to Wm. Phillips

Sealed and delivered by the within named James Burton and Susannah his wife, John Ebbutt and Mary his wife and Mary Aynscomb, each skin being first duly stamped in the presence of

Joseph Biscoe Elisha Biscoe

Sealed and delivered by the within named William Ebbutt, John Ebbutt, Thomas Ebbutt (being first duly stamped) in the presence of John Mace Joseph Biscoe

Sealed and delivered by the within named William Phillips and Thomas Burton being first duly stamped in the presence of Joseph Biscoe T. Brigstock.

Harris MSS - A33.

Indenture dated 21 March 1734 between (i) Thomas Burton of Shoreham husbandman, one of the heirs in Gavelkind of John Styles of Chelsfield gentleman deceased and also only brother and heir in Gavelkind and likewise one of the Devisees named in the will of John Burton of Shoreham tailor deceased, William Phillips of Shoreham tailor, one other of the Devisees named in the will of the said John Burton and (ii) James Burton the elder of Chelsfield yeoman.

In consideration of 5s each paid by James Burton and William Phillips, they sell to James Burton all that their one undivided third part (the whole in 3 equal parts to be divided) of the messuage and farm called Lillys with the buildings and lands belonging in the parishes of Chelsfield and Lullingstone, now in the occupation of the said James Burton; and also that cottage lying near thereto late in the possession of Thomas Bath and a piece of ground called the Great Field or the Plantation now in the occupation of Mr. John Petty lying near the said messuage called Lillys; also all that wood and woodground and field thereto adjoining called Catesbrook [in Lullingstone] - part of which said lands and grounds containing by estimation 120 acres were formerly in 14 several pieces or closes and now are or heretofore were commonly called -

Barly Croft (now divided into 2 closes part whereof is called the Plantation and is now in the occupation of the said John Petty), Sampers Croft, Gray Haws, Hempstalls and Ash Croft (formerly two closes but now joined together), Wally Wood (part whereof is now arable or pasture land and is divided from the said woodland and is called Walleycroft), Freese (formerly one close but now divided into two called Upper Freese and Lower Freese),

Gravell Croft (now divided into two closes, one called Gravelly Croft or Gravelly Meadow and the other Lower Gravelly Croft), Swire, Wheatfield, North Grove, Walley Field (now called Great Walley), and Barnyard;

and other part of the said lands and grounds were formerly part of the lands belonging to Goddington Farm and are called Further Walley of four and a half acres, Upper Walley of eight and a half acres, Middle Walley of 4 acres, Hither Walley of 6 acres, Wally Shaw otherwise Sope Riden Shaw of half an acre and Sope Riden or Longfield otherwise Long Croft of one acre:

to hold the said premises for one year to the intent of conveying the premises to the said James Burton.

Signed and sealed: Thomas Burton Willm: Phillips

Endorsed: Mr. Burton and others to Mr. James Burton senior - lease for a year dated 21 March 1734.

Harris MSS. - A34.

Indenture dated 22 March 1734 between (i) Thomas Burton of Shoreham husbandman, one of the heirs in Gavelkind of John Styles late of Chelsfield gentleman deceased and also only brother and heir in Gavelkind and likewise one of the Devisees named in the will of John Burton of Shoreham tailor deceased; William Phillips of Shoreham tailor one other of the Devisees named in the will of the said John Burton; David Perrott of Shoreham husbandman and Susan his wife who is one of the sisters and one other of the Devisees named in the will of the said John Burton; and Edward Wall of the parish of St. George the Martyr Southwark, Surrey, Apothecary and Barbara his wife late Barbara Burton, who is another of the sisters and Devisees named in the will of the said John Burton and (ii) James Burton the elder of Chelsfield yeoman.

Whereas on the death of the said John Styles the said John Burton deceased and Thomas Burton, party to these presents, became entitled to one ninth part of all the lands tenements and hereditaments of the said John Styles situate in Kent and being of the Nature of Gavelkind as two of the heirs of the said John Styles according to the custom of Gavelkind;

and whereas the said John Burton deceased by his will dated 24 April 1730 devised to the said William Phillips by the name of his good friend and uncle William Phillips, all his messuages, lands etc. wherever situate and all his share and interest therein to hold to the said William Phillips and his heirs for ever, in trust to sell them and to apply the proceeds of the sales to these purposes -

(i) to pay all the Testator's debts and to take a legacy of £50 for himself

(ii) after such payments, to divide the residue equally between the said Thomas Burton and his two sisters Susan Perrott and Barbara Burton, now the wife of Edward Wall. The said John Burton soon afterwards died, and William Phillips took the Trust on himself and discharged all the Testator's

debts.

And whereas by an Indenture dated 19 May 1733 made between the heirs in Gavelkind of the said John Styles (amongst other things therein mentioned) one third part of the messuages, lands etc. hereinafter particularly described was allotted to the said Thomas Burton and William Phillips, Devisees of the said John Burton deceased, in lieu of their said one ninth part of the whole real estate in Kent of the said John Styles

And whereas by Articles of Agreement dated 17 December 1734 made between (i) James Burton the younger of Chelsfield on behalf of his father James Burton the party to these presents and (ii) George Kebble of Shoreham on behalf of the said William Phillips and Thomas Burton, in consideration of £621.1s.0d. paid as therein is mentioned, the said George Kebble on behalf of William Phillips and Thomas Burton, and with the privity and consent of the said David Perrot and Susan his wife and Edward Wall and Barbara his wife agreed with the said James Burton the son on behalf of the said James Burton the party to these presents that they, Thomas Burton, William Phillips, David and Susan Perrott and Edward and Barbara Wall should convey all the said one third part in the said messuages, lands etc. to the said James Burton party to these presents and to his heirs for ever;

Now This Indenture Witnesseth that in consideration of the said £621.1s.0d. paid to Thomas Burton, William Phillips, David and Susan Perrott and Edward and Barbara Wall, receipt of which is acknowledged, they release to James Burton, party to these presents and his heirs for ever (now in his actual possession for one year by virtue of an Indenture dated the day before the date of these presents and by force of the Statute for transferring of uses into possession) -

All that their one undivided one third part (the whole in three equal parts to be divided) of all that messuage and farm called Lillys with the barns, stables, outhouses, yards, gardens, orchards, lands, grounds and appurtenances in the parishes of Chelsfield and Lullingstone, now in the occupation of the said James Burton

and also that cottage lying near thereto late in the possession of Thomas Bath and a piece of ground called the Great Field or the Plantation in the occupation of Mr. John Petty near the messuage called Lillys, and also a Wood and Wood ground and field thereto adjoining called Catesbrook and all timber and wood thereon growing, [in Lullingstone] which said lands containing by estimation 120 acres were formerly 14 several pieces or closes and now are of heretofore were commonly called or known as Barly Croft, Great Field (now divided into two closes part whereof is called the Plantation, now in the occupation of the said John Petty), Sampers Croft ,Gray Haws, Hempstalls and Ash Croft (formerly two closes but now joined together), Wally Wood (part whereof is now arable or pasture land and is divided from the said Wood and is called Wally Croft), Freese (formerly one close but now divided into two closes called Upper Freese and Lower Freese), Gravel Croft (now divided into two closes, one called Gravelly Croft or Gravelly Meadow and the other called Lower Gravelly Croft), Swire, Wheatfield, North Grove, Wallyfield (now called Great Walley) and Barnyard;

and other part of the said lands and grounds were formerly part of the lands belonging to a messuage and farm called Goddington and are called Further Walley, containing by estimation four and a half acres, Upper Walley, containing by estimation eight and a half acres, Middle Walley containing by estimation 4 acres, Hither Walley containing by estimation 6 acres, Walley Shaw otherwise Sope Riden Shaw containing by estimation half an acre, and Sope Riden otherwise Longfield otherwise Long Croft containing by estimation 1 acre, with all appurtenances etc and the Reversion and the Reversions etc. and all estate etc.

Covenant by Thomas Burton etc. that they have a good title to the property and that James Burton the elder may enter peaceably and enjoy it.

Signed by Thomas Burton, William Phillips, David Perrett, Susanna Perrett, Edwd: Wall, Barbara Wall.

Endorsed: received the day and year first within written of the said James Burton the elder the sum of £620 which together with £1.1.0 already paid makes £621.1.0 being the full Consideration Money to be paid to us. signed as above; witnesses T. Brigstock, Josa: Peele.

Mr. Thomas Burton and others to Mr. James Burton Senior - Release dated 22 March 1734.

Harris MSS - A35.

Know all men by these presents that William Philips of Shoreham tailor, Executor of the will of John Burton of Shoreham deceased, Thomas Burton of Shoreham husbandman and Edward Wall of St. George the Martyr, Southwark Surrey Apothecary and Barbara his wife late Barbara Burton spinster, sister of the said Thomas Burton, in pursuance and part performance of certain Articles of Agreement dated 17 December 1734 made between (i) James Burton the younger of Chelsfield on behalf of his father James Burton the elder of Chelsfield yeoman and (ii) George Kebble of Shoreham butcher on behalf of the said William Philips and Thomas Burton, and for other good considerations them thereunto moving;

do remise release and for ever quitclaim unto the said James Burton the elder (who is Executor of the will of John Burton of Chelsfield bachelor deceased) and to his Executors administrators and assigns all and every legacy bequeathed to the said John Burton of Shoreham deceased or to the said Thomas Burton or Barbara wife of the said Edward Wall by the will of the said John Burton of Chelsfield deceased and also all manner of actions, suits etc. against which said James Burton they the said William Philips, Thomas Burton, Edward Wall and Barbara his wife now have or ever had by the will of John Burton of Chelsfield or otherwise (etc.)

22 March 1734 Thomas Burton, Willm. Philips, Edwd. Wall, Barbara Wall.

Sealed and delivered in the presence of T. Brigstock, Josa. Peele, clerk to Mr Brigstock.

Endorsed - 22 March 1734 - General Release from Mr. Philips and others to Mr. James Burton the Elder.

Harris MSS - A36.

Indenture dated 7 April 1735 between (i) James Burton the elder of Chelsfield yeoman, and (ii) John Petty of Chelsfield gent.

The said James Burton in consideration of £500 paid to him by John Petty sells to him all that messuage and farm called Lillyes Farm and all lands thereto belonging containing by estimation 130 acres in Chelsfield, in the occupation of the said James Burton, to hold for a term of 1000 years at the rent of a peppercorn to be paid at Michaelmas yearly.

[provisions for redemption, not taken.]

Endorsed: sealed and delivered in the presence of Mich: Petty, Thomas Wakelin.

Received the day and year first within written from the within named John Petty £500 being the Consideration money within mentioned to be paid to me

by me James Burton.

Witnesses Mich: Petty, Thomas Wakelin.

Recd. £300 part of this principal and all interest for the same.

Recd. more £100 and all interest to 7 April 1749 or [sic] 1750.

Recd. the 27 July 1754 £100 more being the rest and in full of the Principal sum of £500 due to me.

Received by me John Petty.

Mr. Burton's Mortgage to Mr. J. Petty for £500 - 7 April 1735.

7 April 1749 rest due only £100 principal.

Harris MSS - A 37.

A particular of the title deeds relating to Mr. Burton's Estate at Chelsfield in Mortgage to Mr. John Petty.

1617 May 26 - Indenture between (i) Sir Anthony Awcher Kt. and Dame Hester his wife and (ii) James Stiles yeoman.

14 James I, Easter Term - Recovery - Robert Wenborne gent. Demandant, James Stiles Tenant, Sir Anthony Awcher Kt. and Hester his wife first Vouchees, Edward Howes Second Vouchee.

1646 Feb. 16 - a Feoffment with Livery endorsed from Sir Henry Heyman Kt. and Bart. to James Stiles.

same day - Indenture between (i) Sir Henry Heyman and (ii) James Stiles.

1676 Jan. 30 - probate will of James Stiles.

1696 Jan. 20 - Indenture tripartite between (i) James Stiles gent. (ii) Edmund Burges gent. and James Burton yeoman and (ii) Sarah Woodgate widow.

1733 May 19 - Indenture quadripartite between (i) James Burton and Susan his wife, William Phillips and Thomas Burton (ii) John Ebbutt and Mary his wife, William Ebbutt, John Ebbutt the younger, Thomas Ebbutt, James Ebbutt and Edward Ebbutt (iii) Susan Vice and Mary Aynscomb and (iv) Michael Petty clerk and John Petty gent.

1734 Dec. 17 - articles of agreement between (i) James Burton the younger on behalf of his father and (ii) George Kebble on behalf of William Phillips and Thomas Burton.

1734 March 21 and 22 - Lease between (i) Thomas Burton, William Philips, Daid Perrot and Sarah his wife, Edward Wall and Barbara his wife and (ii) James Burton the elder.

5 July 1735 - Received then of Mr. James Burton by the hand of Mr. Thomas Brigstock the several deeds and writings above mentioned by the order and for the use of Mr. John Petty by me - H. Hammond: witness Josa. Peele.

Harris MSS - A38.

Abstract of the will of John Burton of Shoreham tailor dated 24 April 1730.

To be buried at the discretion of my Executor.

I leave to my very good friend and uncle William Phillip of Shoreham tailor and his heirs all my Manors, messuages etc. and all my part, share and interest in them, in Kent or elsewhere, on trust that he his heirs and assigns shall and do as soon as conveniently may be sell and dispose of the same for the best price he or they can get for the same and apply the moneys arising by such sale to the following uses -

(i) to pay all my just debts, funeral expenses etc. and any expenses involved in the execution of the trust hereby in him reposed

(ii) to take a legacy of £50 which I hereby leave to him

(iii) to pay all residue in equal shares to my brother Thomas Burton and my two sisters Susan the wife of David Perrott and Barbara Burton.

I nominate the said William Phillip to be my Executor.

Witnesses, James Sharpe, Wm: Pearch, W. Roffe.

Proved 4 August 1733 by William Philip the Executor named.

(Deanery of Shoreham will: Inventory to be submitted by November 1733, but this does not appear in the Deanery of Shoreham series.)

Harris MSS - A39

Abstract of the will of James Burton of Chelsfield yeoman dated 14 February 1740.

To be frugally and decently interred in Chelsfield Parish Church.

I leave all my farm called Lillys with the house, garden, lands, woods and

appurtenances in Chelsfield now in my own occupation; all that my messuage or tenement now in the occupation of John Winson in Chelsfield; all that platt of ground in Chelsfield called The Plantation now in the occupation of the Rev. Mr. Petty; all that woodland situate in the parish of Lullingstone or Lullingstein, in both or one of them, now in my own occupation; and all that my arable land in Cudham now in the occupation of Richard Glover, with all my other real estate whatsoever to Thomas Whiffin and Thomas Child, both of Chelsfield, yeomen, In Trust -

to receive the rents etc. of my real estate and to pay them to my wife Susannah for life (after the deduction from time to time of the interest due on the mortgage now lying on Lillys Farm) but subject to the conditions hereafter mentioned.

After her death, they are to pay half of the rents etc. to my daughter Mary King, wife of John King, during her lifetime, for her sole and separate use. After her death my Trustees shall stand seized of the said moiety of my real estate for the use of all the children of the said Mary King and their respective heirs at age 21.

After my wife's death, my Trustees shall pay the other half of the rents etc. to my daughter Barbara Judd, wife of Thomas Judd, during her lifetime, then to her children and their respective heirs at age 21. If the said Barbara have no surviving children, then at her death the profits of the whole estate shall be paid to my daughter Mary King [and further provisions, not taken.]

I leave to my Trustees all the stock on my farm, goods, chattels etc., except for my household goods, plate, linen and furniture, which I give to my wife Susannah. They are to sell all the stock etc. to pay my debts, funeral expenses etc. and then to apply the proceeds to reducing the principal sum due on the said mortgage. If this should prove deficient then they are to fell and dispose of all such timberlike trees and pollards as they in their judgement and discretion shall think fit, now growing on any part of my estates, and to apply the proceeds to further reducing the mortgage.

If this can still not be paid off then my Trustees are to sell my before-mentioned parcel of arable land in Cudham and also the before mentioned parcel of woodland in Lullingstone or Lullingstein, to pay all the principal and interest.

But if all these my methods herein prescribed should prove insufficient, then my Trustees shall on my wife's death accrue the rents etc. of my estate for the absolute payment of the said Mortgage, and in that case during that time the rents shall not be paid to my daughters or their heirs.

If the sale of the lands should prove necessary and my wife refuse to join in it then she is to lose all benefit of my will.

I leave £10 each to Thomas Whiffin and Thomas Child if they prove my will and undertake the Trusteeship.

I leave all residue of my personal estate to my wife Susannah " and it is my will and intent that she may live rent free in the said Lillys Farm House and have the use of a Bed Room and the fore Parlour therein during her life if she so pleases."

I appoint the said Thomas Whiffin and Thomas Child as my Executors.

Witnesses Edward Mace, John Cressey, Henry Nurse.

Proved 6 March 1741 by the Executors named.

[PCC will, reference PROB 11 / 716]

Harris MSS - A 41a [K 220 in MDN's catalogue]

Indenture dated 22 July 1809 between (i) James Harris of Chelsfield Esq. and Mary his wife and (ii) Joseph Brooker of Chelsfield farmer.

James and Mary Harris demise and to farm let to Joseph Brooker -

"all that messuage or tenement together with the barns stables granaries outhouses and buildings orchards gardens and appurtenances thereto belonging and the several pieces or parcels of land woods underwood and shaws belonging and therewith used occupied or enjoyed containing in the whole about 120 acres be the same more or less heretofore in the tenure or occupation of James Burton afterwards of Thomas Judd since of Mrs. Barbara Judd late of William Culver and now of the said Joseph Brooker called Lillys Farm;

and also all that messuage or cottage formerly in the occupation of William Gare and now of [blank] Willoughby with the ground or garden and appurtenances thereto belonging situate at or near Lilleys Cross;

and all that piece of land or ground called Londridge lying in Great Smallams heretofore in the occupation of Robert Harris and now of Thomas Blundell " - all which premises are in the parish of Chelsfield;

"except and always reserved out of this Demise and Lease unto the said James Harris and Mary his wife their heirs and assigns the Lime Trees near the Garden with the Boughs thereof and all and all manner of timber and timberlike trees and the bodies of all pollards and other trees and all fruit trees (except for the fruit thereof) and all tellours standards and wavers left or to be left at the felling of any of the woods underwood or shaws or the making of any of the hedges together with the lops and tops of all oak timber trees"

with full liberty of ingress egress and regress for James and Mary Harris and heirs and their servants or workmen with cattle carts and carriages at all seasonable times to grub fell hew etc. and carry away the timber doing as little hurt to the crops of the said Joseph Brooker as may be;

and also for the said James and Mary Harris their friends and associates to hawk hunt shoot fish and fowl over the premises and for their workmen at seasonable and convenient times to view the premises to see the condition thereof and of the want of reparation;

to hold the premises from Michaelmas last past for 21 years at a rent of £100 per annum to be paid in equal parts at Lady Day and Michaelmas clear of all deductions for Tax or assessments except the Land Tax and the Landlord's Property Tax.

If the rent is unpaid for 21 days after either Feast Day or if Joseph Brooker shall let any part of the premises (except the said cottage and garden and the piece of land now in the occupation of Thomas Blundell) or assign this present lease without consent, James and Mary Harris may enter upon the premises.

[Covenants about the farming practices to be observed, the management of the woods, and provision for the tenant to be responsible for repairs to the house, buildings and fences, not abstracted].

At the expiration of the lease until 25 March next ensuing Joseph Brooker shall have the sole use of the barns and stack yard for the purpose of threshing out and carrying away the corn and grain grown on the premises. Liberty to terminate the lease at the end of 8 or 14 years.

Signed James Harris

Endorsements -

Dated 22 July 1809

James Harris Esq. and Mary his wife to Mr. Joseph Brooker
lease for 21 years
Commencing Michaelmas 1808
Determining Michaelmas 1829
or at the end of the first 8 or 14 years. Rent £100.

Agreement between (i) James Harris of Goddington gentleman (ii) Mary Harris his wife and (iii) Joseph Brooker of Chelsfield yeoman.

It is agreed that the said Joseph Brooker, at the expiration of the within written Lease of Lillies Farm, which expires Michaelmas 1829, shall continue possession as Tenant at Will at £100 per annum. If the said James and Mary Harris should wish Joseph Brooker to quit at any time they consent to give him one year's notice "and it is agreed that whenever the said Joseph Brooker shall quit Lillies Farm agreeably to any proper notice to be given unto him as aforesaid, that he the said Joseph Brooker, his Heirs Executors or assigns shall have a fair appraisment for all labor due, seeds sown, plowing, dunging etc. according to the custom of the Country by two competent persons, one to be chosen by each party, and in case any difference should arise between them respecting such valuation a third person shall be called in to settle the value."

7 May 1828 James Harris Mary Harris Joseph Brooker. Witnesses W.G. Fulcher George Saint Pierre Harris.

Harris MSS - A 46a. (literal transcript.)

James Harris Esq. and Mr. Samuel Brooker to Messrs. Madox and Wyatt.

As to Lilly's Farm

1836

Several Attendances upon you and Mr. Brooker on the subject of Delapidations [sic] and rent of Lilly's Farm we had understood Mr. Samuel Brooker were [sic] estimated at £60 when you said they received an Estimate from Mr. Stowe of amount of Labor of only £6 which surprized them but they would at once repair thoroughly if you would pay the £60 to them that the reason they slackened was that so small a sum was to be paid to them for labor conceiving that it would do but little of what was required and as to rent they said they would not take less than £1 per acre - And £12 per Annum for the Orchard Opposite the House without the two Cottages - 13-4

July 18th.

Writing Mr. Brooker informing him thereof - 3-6

Instructions for Lease of Lillys Farm - 13-4

Sept. 26th.

Drawing same and Fair Copy folio 64 - 4-5-4

Attending Mr. Brooker thereon explaining Several Questions you wished answered as to the Clauses in the Lease - 6-8

Nov. 12th.

Perusing and considering Mr. Staples letter as to Lillys Farm proposing £1 Per Acre and Interest at £5 percent on amount laid out in repairing and Writing you thereon and Copy letter to Send - 6-8

Nov. 17th.

Attending Mr. Brooker who expressed a desire to have the matter settled and attendance at Goddington consulting and advising thereon and you assented to Mr. Staples proposal - 13-4

Writing Mr. Staples informing him thereof and that you wished him to ascertain on your part what the work named (except the Lodges for Cattle) would cost - and informing him that the Orchard opposite the House was not to be included in the rent named or in the Lease but was to be let to Mr. Brooker separately and that you wished the Delapidations [sic] settled at once - 5-0

Perusing and considering a letter we received from Mr. Staples in which he suggested that the Orchard ought to be included at £1 per acre and Writing letter to you thereon and making Copy of Mr. Staples letter to accompany same and it was afterwards determined to adopt Mr. Staples suggestion and include the Orchard - 6-8

Ingrossing Lease and Counterpart folio 64 each - 4-5-4

Attending Stamping Deeds - 6-8

Attending Mr. Brooker upon the final arrangement of the Lease and I was to fix a time with you for signing the same and ---

Writing you thereon who fixed Saturday the 25th. March at 4 o'clock and ---

Writing Mr Brooker to make the appointment - 6-8

Attending execution thereof by Mr. Brooker at Lillys he being too ill to attend the appointment and afterwards attending you at Goddington for the like purpose and Attesting Signatures and you said the account for the Lease was to be paid in moieties - 13-4

Letters Messengers etc. - 5-0

	Total -	£6-3-8
	Fo. 1 -	<u>7-7-2</u>
		13-10-10
Paid for Stamps and Parchment -		<u>11-12--0</u>
		25--2-10
Deduct Half to be paid by		
Mr. Saml. Brooker		<u>12-11--5</u>
Your Half		<u>£12-11--5</u>

7 June 1837

Received of James Harris Esq. Twelve Pounds 11s.5d. amount of our account annexed.

£12-11-5 Madox and Wyatt

Harris MSS - A 47.

Abstract of the will of James Harris of Goddington in Chelsfield Esquire dated 1 April 1835.

All debts etc. to be paid out of my personal estate.

I devise all real estate whatsoever and all my household goods and personal estate to my dear wife Mary upon trust to retain to her own use the rents etc. for her lifetime.

From her death, I bequeath all my estate to all and every my children who shall be living at the time of my death and their respective heirs for ever as tenants in common, equally.

If my wife shall not be desirous of carrying on my farming business, the live and dead farming stock and implements of husbandry which shall be in and upon the Goddington estate which I now farm and cultivate for my own use shall be converted into money by her and the produce thereof invested in the Government stocks or funds in her name, and she is to enjoy the dividends for life. At her death, the principal is to be divided equally among my four children in the same way as the rest of my personal Estate.

I appoint my wife as Executrix.

Witnesses, Hannah Cackett, servant to Mr Harris: Richard Hatfield, Dartford.

Codicil dated 20 August 1835.

Whereas my daughter Maria Harris now Maria Cole has since the date of my will married against my wishes - now I hereby revoke the bequest in favour of all real and personal estate, and so I give the whole of it equally to my 3 sons James Aynscomb Harris, John Harris and George St. Pierre Harris, subject

Witnesses James Fuller Madox, Charlotte Arcularius, Richard Hatfield, Orpington.

Sworn under two thousand pounds and that the Testator died 16th. Sept. last.

Proved 23 August 1838 by Mary Harris widow the relict.

Extracted by Dyke and Stokes, Proctors, Doctors Commons.

Harris MSS - A48.

1846 The Executors [sic] of the late
 Mrs. Harris
 to H.R. French

Dec 26

To A Stout Elm Shell Lined frilled and Prepared for leading Mattress and Pillow etc. -	2.15.0
to A Stout Oak Coffin Covered with Best Black Cloth and full furnished etc. -	7.15.0
to 6 Crape Bands for Gentlemen Mourners and 5 pairs of Kid Gloves for do. -	2. 1.6
to 1 pair of Ladys habit Gloves -	2.0
to A Silk band for Mr. Madox -	12.0
to Silk Scarf band and Gloves for 2 Clergymen -	4. 0.0
to Silk band and Kid Gloves for Hatfield and Cloak do. -	12.0
to 8 Silk bands and Bearer Gloves for Bearers -	3.12.0
to 2 do. do. for Coach and Hersemen -	18.0
to paid to do. and Gales -	16.0
to Use of 2 Cloaks -	2.0
to 6 Gentlemens Cloaks for Mourners -	8.0
to Use of Best Pall -	1. 1. 0
to Band and Gloves for Myself and Assistants -	1. 2. 0
to Money Paid to Bearers -	1.12.0
to Church dues -	4. 0. 0
to Attendance and Assisting the plumber -	10.0
to A floor laid Over the vault -	2.10.0
to Paid to the Beadle at the Church -	5.0
to Coach and 4 and Hearse and 4 and Velvets -	9. 9. 0
Total	44.14.0

Settled May 3 1847

Henry R. French

Harris MSS - A 48 a to A 48 o

.

A 48 a -

Paid to Mr. Hills of Chelsfield the sum of thirty shillings being a yearly sum

allowed by the family as Goodey money to the poor of the parish of Chelsfield due St. Thomas' day Dec 20th. [sic] 1846.

A 48b

An acct. of the Debts of the Estate of the late Mrs. Mary [crossed through and "James" added in pencil] Harris Goddington Chelsfield Kent.

Paid Mr. G. Harris monies due to him from the estate	52.10. 0
Mastr. Townsend - collar and harness maker	5. 3. 4
Mr. Best - for Butchers meat etc.	24. 8. 8
Mr. Cole - work done as a Carpenter repairs etc.	27.15. 6
Mast. Rock - Blacksmith - work done shoeing etc.	20.16. 2
Mastr. Glassup do. do.	15.11. 4
Dr. Tarleton half yrs. Tythe due Oct. 29 1846	37.12..0
Mr. Colgate Miller grinding, bran and corn had	12.14. 7
Mast. Graves - Wheelright work done etc. etc.	6. 0. 4
Mast. West - for wood cutting and shaw	10.15. 4
Messrs. Lanes, Nursery men, seeds, shrubs, etc. etc. had	5. 5. 0
Mastr. Hayes - Bricklayer for work done	3.19. 0
Mr. Ayres - Brewery to Beer, spirits etc. had	21.15. 0
[Mr. Wilson for seed pease had - crossed through -	7.11. 6]
Mast. Yates - Bricklayer to work done	5. 5. 6
Mr. Greenslade - Tailor - for clothing etc.	9.-----
Mr. Thornton, News Vendor, for papers etc. etc.	1. 0.11
Mr. Snowden, Sadler and harness Maker, work done	18. 0
Mr. Payne - Shoemaker; work done	2.13. 7
Mr. Jones - Blacksmith, work done	15. 6
Mrs. Beckley - Stationer - papers etc. had	6. 0
Mast. Taylor Farmer - to things had	8. 6
Pd. Master Rumbold - Sheep Drover, for driving stock	15. 0
Mr. Colborne - National schol master (clothing club)	1. 7. 6
Recd. - Sampson - Tythe for Dolls fields Cudham	12. 4
Mast. French - Carpenter - work done	5. 0
Mr. James - Farmer, to things had	8. 0
Mastr. Cheshire - Butter had at diff. Times	6. 0
Mr. Palmer - Butcher - to Meat had etc.	2.10. 6
Mr. Waller - Coal Merchant - to Coals had as per bill	7.10. 0
Messrs. Madox and Wyatt Solicitors - as per bill	15. 8. 2
Messrs. Dyke and Stokes Proctors	7.15. 6
Mrs. Catin [?] Needlewoman - work done	6. 6
Mr. Durkin for Farmers club - yearly payment	5. 0
Mr. Butterfield Merchant to Home made Wines had	1. 9. 0
Mr. W. Sales - Collector of Queens taxes (Orpington)	2.10. 0
Mr. Spain Collector of do. - Chelsfield	11. 5. 7
Mr. Mosyer do. do.	14.19.3
Mr. Allen Collector of Poor rate	8. 1. 2
Mr. Blackney - Coachmaker - repairs and alters. of carriage	2.10. 8
Mr. Clarke - General Shop Keeper, things had	3. 2. 8
Mr. Garland - Spirit Merchant	6.14. 0
Rev. Wm. Townley Tythe on lands at Orpington	1.11. 2
[Mr. Waller Coal Merchant - Coals had - crossed through -	1. 8. 0]
Master Groombridge - Broom maker - to brooms had	2. 6
Mr. W. Sales - Collector of Taxes	1. 2.10

Mr. Burton Shop Keeper to goods had	3.14. 3
To Mr. Sl. Brooker when we [?] recd. his rent for diff't.	
trades-people for Tank - Bricks, Rates, Land Tax etc.	45.17. 9
To Mr. Hills shopkeeper gooding money for 60 poor persons	1.10. 0
[to Dr. Tarleton towards clothing club at Chelsfield - crossed through]	
Mast. Graves Farmer for a fence had	6. 0
[item crossed through - illegible]	
Mrs. Hatfield - Nursing late Mrs. Harris through her illness	2. 7. 6
Boy Venn - Carter 1 Qr. Wages to Christmas last	15. 0
Mr. Morley for a Music front to Piano	10. 0
Mr. Morgan Highway rates for Chelsfield	4.15. 0
Mastr. Dunmall - Rat catching for 1 yr. to Cs.	2. 0. 0
[Mr. Allen - Collector - Church rates - crossed through]	
Threshers - threshing and cut [?] 65 Qrs. of	
Wheat at 5s. per Q.	16. 5. 0
Do. Do. 15 and a half Do of Barley at 2/6 do	1.18. 0
To Baxter Druggist - to goods had	2.10. 4
Mr. Edmunds, Tallow chandler and Vintner	6.14. 2
Mr. Ray - Cornfactor - to seeds etc. had	2-----
Mr. Humphry: shop keeper etc. etc. goods had	16. 2
Mr. Snelling - Miller - things had	1. 3. 9
Mw. Wm. Sales for a Viranda to Lillies as ordered	8-----
Mr. Nash - Linen draper hosier etc. goods had	4. 5. 4
Mr. Pascal - Brick and Tile Maker - to goods	15. 0
Mr. Smith - Apothecary and Surgeon - attend. of late Mrs. Harris	16. 9. 6
Messrs. Todman Draper and Hosier - to goods had	3.15.3
Mr. Walter - Ironmonger - to goods had	1. 6. 0
Mr. Wells Shop Keeper to shop goods had	5.11.6
Mrs. [?] Poole - Brewer and Publican - Beer etc. had	3. 6. 3
Mr. Bond - Painter and Plumber - a leaden Coffin	6. 6. 0
Mr. Acton [?] Wine and spirit Merchant - Wine etc. had	10.16.0
Mr. Nash - Linen draper and hosier - to goods had	7.19. 6
Mr. Knowles - grocer etc. - goods had	4. 9. 9
Mr. Laurence - Collar and harness Maker	15. 3
Mr. J. Harris for diff't. Letter expenditure he made	1. 1. 3
	total £524. 4. 0

Those who may examine these diff't. amts. of debts will find vouchers for every persons names here inserted - J.A. Harris.

A 48 c -

Bought of T. Clark
1846 Dec 16

1 Tea 5.0
1 do do 6.0

7 and three qrs.

Bacon, sevenpence

halfpenny 4. 10 halfpenny

total fifteen shillings tenpence halfpenny.

Received Oct 6 1847 for Thos. Clark Jno. Thompson.

A 48 d -

another account from Thomas Clark to Mrs. Harris, 1846 - month illegible, the remainder difficult to decipher - various groceries, added to above account, total £3.2.8 received - for Thos. Clark Jno. Thompson.

A 48 e -

Mr. Brooker to B. Spain

Sept 21 [1846] 2300 building bricks -	£4.16.9
300 paving do.	16.6
13 Jan. 1847 - total £5.13.3 settled for B. Spain by John Miles	

A 48 f -

January 1847 - Received of Mr. Brooker (on account of the Executors of the late Mrs. Harris) the sum of £5.13.3 for bricks as per bill delivered.
Barthw. Spain

A 48 g - see photocopy of billhead:

			Phoenix Wharf, Dartford
Dr. to George Waller (late Hammond, Waller and Company)			
1846			
Mar. 17	2 tons best coals	26s.	£2.12.0
Jul. 11	2 ditto	24s.	£2. 8.0
Nov. 24	2 ditto	25s.	£2.10.0
		total	£7.10.0

NB a stamp will be forthwith coming as he has been written to J.A.H. Aug 1 1847.

Received J ..?.. ..?..

A 48 h - see photocopy of billhead:

Mr. Harris - bought of Isard and Humphrey, Tallow-chandlers, melters, and oilmen, grocers, and cheesemongers etc. Market Place Bromley, 19 December 1846.

Bill for Sugar, raisins, currants, etc. totalling 16s.,2d., received 28 April - ? Isard.

A 48 i - see photocopy of billhead:

H. Morley's Music and Berlin Repository, Greenwich, to the Executors of the late Mrs. Harris -

1846 Oct. 7 - new silk curtain to pianoforte - 10s.

received 1 September 1847.

A 48 j - literal transcript:

1847 Janry 21 Recved the Sum of £9.12s.0d. of Mr. Samuel Brooker For Building a tank at Lilliss Farm
Richard Yeates.

A 48 k - see photocopy of billhead:

A lengthy account ("for ready money") from Phoebe Knowles, tea dealer and cheesemonger, Market Place Bromley to Mrs. Harris April to October 1846.

Tea, coffee, sugar, oil, muscatels, Jordan almonds, French plums etc. - total

£4.9.9; received 28 April 1847 - signed Wm. Welch for Phoebe Knowles.

A 48 l -

London Aug 16 1847.

Received of the Executors of the late Mrs. Mary Harris £6.14s for goods delivered as per Bill.

for Jn. Garland and son

Chas. Garland

A 48 m -

April 22 1847

Received of Mr. [John] Mrs. Harris £2.10s. for half years Land Tax due 5 April 1847

Wm. Sales

A 48 n -

Yeates - a bill for bricklayers' work -	£9.12s. 0d.
Waltham Do. plumber	£2. 8s. 2d.
Spain Do. for Bricks	£5.13s. 3d.
Pascale - Do. for Tiles	2s. 7d.
Yeates - carriage of cement from London, lime etc.	£2. 8s. 0d.
2 receipts will be forthwith coming J.A.H. -	total £30. 4s. 0d.
Insurance Tax	£3.18s.9d.
Land Tax -	£7. 0s. 0d.
Church Rate -	£4.15s. 0d.
	total £15.13s.9d.

Having paid the above amounts to the respective parties - I afterwards received the same from Messrs. Harris.

Saml. Brooker

Chelsfield

August 10 1847.

A 48 o -

An account from William and Richard Yeates (the Chelsfield village bricklayers) totalling nine pounds, twelve shillings and a halfpenny, for work done in September, October and November 1846.

As this is exceptionally clearly written, it is reproduced in the form of a photocopy [see separate file of images].

Harris MSS - A49

[NB - much of this, where shown in quotation marks, has been transcribed in full]

[Large letter A marked at top of manuscript]

Indenture dated 15 March 1847 in pursuance of the Statute for rendering a Release as effectual for the conveyance of freehold estates as a Lease and

Release by the same parties between (i) William Cole of Keston builder and Maria his wife formerly Maria Harris spinster the only daughter of James Harris late of Goddington, Chelsfield Esq. and Mary his wife both deceased (ii) James Aynscomb Harris of Orpington Esq., John Harris and George St Pierre Harris both of Goddington Esquires the three sons of the said James and Mary Harris and (iii) James Fuller Madox of Foots Cray gentleman:

Whereas Mary Aynscomb late of Chelsfield widow the mother of the said Mary Harris made her last will and testament dated 4 June 1787 and devised all that her messuage farm and lands called Lillys with the appurtenances in Chelsfield and then in the occupation of her aunt Mrs. Barbara Judd, and her messuage or tenement theretofore in the occupation of John Winson and then of William Geer in Chelsfield, and all other her real estate (subject to the life interest of her said aunt Barbara Judd in one moiety thereof, which has since determined by the death of the said aunt) to her daughter the said Mary Harris for her life with remainder to the use of Richard Waring and his heirs during the life of the said Mary Harris :

In trust to preserve contingent uses and estates with remainder to and to the use of all and every the children of the said Mary Harris equally as tenants in common and to the heirs of their several and respective bodies with a limitation over to the said Testatrix's own right heirs and she appointed her said daughter Mary Harris sole Executrix And whereas the said Mary Aynscomb died on the -- day of -- 1793 without having revoked or altered her will except for a codicil appointing the said Richard Waring joint Executor with Mary Harris and the said will and codicil were proved in the PCC by Mary Harris alone on 3 October 1793:

Whereas there was issue of the said James and Mary Harris 4 children, the said James Aynscomb Harris, John Harris, George St Pierre Harris and Maria Cole and no more and whereas by a Deed Poll of Appointment dated 22 September 1835 by the said James and Mary Harris after reciting that by certain Indentures of Lease and Release of 1 and 2 February 1787, the Release between (i) the said Mary Aynscomb and the said Mary Harris (then and therein described as Mary Aynscomb the younger) (ii) Thomas Fuller the younger gentleman (iii) the said James Harris and (iv) John Fuller gentleman and the said Richard Waring being the Settlement made in contemplation of the marriage of the said James Harris and Mary his wife

"all that the Manor of Goddington alias Goldington and the capital messuage or mansion house called Goddington alias Goldington together with all the closes pieces or parcels of lands rights members and appurtenances to the same manor and manor house belonging containing by estimation 256 acres situate standing and being in the said parish of Chelsfield and County of Kent and certain messuages or tenements closes pieces or parcels of land hereditaments and premises situate in the parish of Orpington in the said County of Kent all which hereditaments and premises were therein more particularly described and set forth with their appurtenances were limited and assured from and after the solemnization of the said then intended marriage and after and subject to an Estate for life thereby limited to the said Mary Aynscomb the elder in part of the said hereditaments which had then determined by her death

To the use of the said said James Harris and his assigns for his life with

remainder to Trustees and their heirs during the life of the said James Harris Upon trust to preserve contingent remainders with remainder To the use of the said Mary Harris and her assigns for her life with remainder to the same Trustees and their heirs during the life of the said Mary Harris Upon trust to preserve contingent remainders with remainder after the death of the survivor of them the said James Harris and Mary his wife to the use of all such one or more of the children son or sons daughter or daughters of the said Mary Harris and James Harris in such shares parts and proportions and for such estate or estates interest or interests therein and subject to and under such conditions provisions limitations restrictions payment or payments thereof of any sum or sums of money to the other or others of such children and in such sort manner and form as the said James Harris and Mary his wife at any time by any deed or deeds writing or writings either with or without power of revocation to be by both of them duly sealed and delivered in the presence of two or more credible witnesses should direct limit or appoint the same manor messuages lands hereditaments and premises or any part or parcel thereof and in default of such direction limitation or appointment and in the meantime subject thereto to the uses therein expressed:"

and further reciting the said recited will of the said Mary Aynscomb and her death as aforesaid death of the said Mary Aynscomb and that there was issue then living of the marriage of the said James Harris and Mary his wife the said four children and no probability of other issue and that the said James and Mary Harris " had determined to exercise the joint power of appointment reserved to them by the said Indenture of Settlement over the manor and other hereditaments thereby settled by appointing the same to or in favor of their said four children in the manner and upon the terms therein after expressed:

it was by the now reciting Deed Poll of Appointment witnessed that for carrying the said recited determination into effect and pursuant to and by virtue and in exercise of the power and authority to the said James Harris and Mary his wife by the said Indentures of Settlement of 1/2 February 1787 for that purpose given and limited as before mentioned the said James Harris and Mary his wife by the now reciting deed or writing did direct limit and appoint:

That all and singular the manor manor house and messuages lands hereditaments and premises in the said Indenture of Settlement more particularly described should from and immediately after the decease of the survivor of them the said James Harris and Mary his wife go remain and be and that the same Indentures should thenceforth as to all and singular the same hereditaments and premises be operate and enure to the uses following that is to say:

to the use intent and purpose in case the said William Cole and Maria his wife and all other necessary parties should within the space of 3 calendar months after the decease of the said Mary Harris execute the conveyance thereafter directed to be made by the said William Cole and Maria his wife of the undivided part or share of or to which the said Maria Cole should then be seized or entitled under the said recited Will of the said Mary Aynscomb of and in the said hereditaments thereby devised as aforesaid that the said James Aynscomb Harris and John Harris their executors administrators and

assigns should and might thenceforth yearly have receive and take during the term of the natural life of the said Maria Cole one annual sum or yearly rent charge of £40 to be yearly issuing and payable out of and charged and chargeable upon all and singular the manor messuages lands tenements and premises comprised in the said Indentures of Lease and Release and thereby settled and assured and to be payable quarterly as therein mentioned the first of such quarterly payments to begin and become payable on such of the quarterly days therein mentioned as should first happen after the execution by the said William Cole and Maria his wife and all other necessary parties of the said conveyance thereinbefore referred to and thereafter more particularly mentioned:

and for the better securing the due and punctual payment of the said Annuity or yearly rent charge of £40 powers of entry and distress upon and of perception of the rents and profits of the hereditaments and premises thereby charged with the same similar to those usually given for securing rent charges of the like nature were thereby limited to the said James Aynscomb Harris and John Harris their executors administrators and assigns during the life of the said Maria Cole:

And as to for and concerning all and singular the hereditaments and premises thereby appointed or intended so to be from and after the Decease of the survivor of them the said James Harris and Mary his wife subject to and charged with the said yearly rent charge of £40 and to the remedies thereby provided for the recovery thereof

To the use of the said James Aynscomb Harris, John Harris and George St Pierre Harris in equal shares and proportions as Tenants in common and their several and respective heirs and assigns for ever and it was thereby declared that the said James Aynscomb Harris and John Harris their executors administrators and assigns should stand and be possessed of the said annual sum or yearly rent charge of £40 so thereby limited to them as aforesaid

Upon trust during the joint lives of the said William Cole and Maria his wife to pay the same to such persons and in such manner as the said Maria Cole notwithstanding coverture should from time to time but not by way of anticipation by any writing or writings under her hand appoint and in default of such appointment to pay the same into her [sic] proper hands of the said Maria Cole for her sole and separate use independent of her said husband William Cole as therein is set forth and the said James Harris and Mary his wife did thereby further declare and direct that the said William Cole and Maria his wife and all other necessary parties should within the said space of 3 calendar months to be computed from the day of the decease of the said Mary Harris upon payment by the said James Aynscomb Harris John Harris and George St Pierre Harris their heirs or assigns to the said William Cole and Maria his wife or to the said Maria Cole if the said William Cole should be then dead the sum of £1000 for the absolute purchase of the part or share or parts or shares of or to which they the said William Cole and Maria his wife in right of the said Maria Cole or the said Maria Cole in the event of the previous decease of the said William Cole should then be seized or entitled under the hereinbefore recited Will of the said Mary Aynscomb deceased of and in the said messuages lands hereditaments and premises thereby devised after the decease of the said Mary Harris to her children as

tenants in common in tail as aforesaid by such effectual deed or assurance or deeds or assurances as the counsel of the said James Aynscomb Harris John Harris and George St Pierre Harris their heirs or assigns should advise or think necessary convey and effectually assure unto and to the use of the said James Aynscomb Harris John Harris and George St Pierre Harris as tenants in common and their respective heirs and assigns the fee simple and inheritance of the part or share or parts or shares of or to which they the said William Cole and Maria his wife in right of the said Maria or the said Maria Cole alone as the case might be should be so then seized or entitled under the thereinbefore recited Will of the said Mary Aynscomb of and in the said messuages lands tenements and hereditaments free from all incumbrances made or done by the said William Cole and Maria his wife or any person or persons claiming or to claim by from under or in trust for them or either of them:

And whereas by Indentures of Lease and Release and Confirmation bearing date respectively the 16th and 17th December 1835 both indorsed on the said Indenture of Release and Settlement of 2 February 1787 and made between (i) the said James Harris and Mary his wife and (ii) the said James Aynscomb Harris, John Harris and George St Pierre Harris and acknowledged by the said Mary Harris pursuant to the provisions of the statute in that case made and provided

After reciting amongst other things the said recited Deed Poll of Appointment and further reciting that the said Mary Harris having been at the time of the execution of the therein within written Indenture an Infant under the age of 21 years she had agreed for the purpose of confirming the same Indenture and the Appointment so made in pursuance of the power therein contained as aforesaid to concur with her husband the said James Harris in making such conveyance of the therein within mentioned hereditaments and premises to the said James Aynscomb Harris John Harris and George St Pierre Harris and their heirs as thereafter was expressed:

It was by the now reciting Indenture of Release and Confirmation witnessed that for carrying the said recited agreement into effect and for the nominal consideration therein mentioned the said James Harris and Mary his wife did release and confirm unto the said James Aynscomb Harris John Harris and George St Pierre Harris and their heirs the said Manor Manor house messuages lands tenements and hereditaments and other the premises comprised in the said therein within written Indenture of Release and Settlement and thereby limited and assured to the uses and subject to the powers therein expressed or intended so to be To hold the same with the appurtenances unto the said James Aynscomb Harris John Harris and George St Pierre Harris and their heirs to the uses following that is to say:

to such and the same uses and upon and for such and the same powers provisoes declarations and agreements as the said manor and other hereditaments and premises thereby released or otherwise assured would under and by virtue of the said therein within written Indenture and the said thereinbefore recited Deed Poll of Appointment respectively then have stood limited and settled if the said Mary Harris had at the time of the execution of the said therein within written Indenture been of the age of 21 years and had joined in the conveyance thereby made of the same manor lands and premises and had executed the same:

And whereas the said James Harris died on or about 16 September 1837 and whereas the said Mary Harris died on or about 18 Dec 1846 And whereas it may be doubted whether the condition contained in the said recited Deed Poll of Appointment whereby the annual sum or yearly rent charge of £40 thereby appointed to the said James Aynscomb Harris and John Harris during the life of the said Maria Cole in trust for her to her separate use as hereinbefore mentioned is made to depend upon the previous sale and conveyance by her and the said William Cole her husband to the said James Aynscomb Harris John Harris and George St Pierre Harris at the price of £1000 of the share of Lands and hereditaments devised by the Will of the said Mary Aynscomb to which the said Maria Cole is or she and the said William Cole in her right are entitled under the devise in tail of the said Will contained be not a void condition and unauthorised by the said recited Indenture of Release and Settlement of 2 February 1787 and whether notwithstanding such condition the said Maria Cole be not under the said recited Deed Poll of Appointment absolutely entitled to the said Annuity or yearly rent charge of £40 so limited and settled to her separate use as aforesaid although she and the said William Cole her husband should refuse of neglect to sell and convey their said share to the said James Aynscomb Harris John Harris and George St Pierre Harris in compliance with the said condition:

And whereas notwithstanding such doubt the said William Cole and Maria his wife although they are advised that there is much reason for considering such doubt to be well founded yet for the preventing of all disagreements and misunderstanding have agreed in compliance with and confirmation of the said condition to sell their said share in the lands and hereditaments devised by the Will of the said Mary Aynscomb as aforesaid to the said James Aynscomb Harris John Harris and George St Pierre Harris at the said price of £1000 and to convey the same to them accordingly in the manner hereinafter mentioned:

And whereas inasmuch as it is not expedient or proper that the said James Aynscomb Harris and John Harris who under the said deed poll of Appointment are the absolute owners of two thirds of the estates charged with the said annuity or yearly rent charge of £40 should act as Trustees of the said Annuity or yearly rent charge on behalf of the said Maria Cole it has been further arranged and agreed by and between the said parties hereto that the said James Aynscomb Harris and John Harris should assign the said Annuity or yearly rent charge and the several powers and remedies by the said Deed Poll of Appointment given for securing the same to Samuel Brooker of Lilleys Farm Chelsfield Gentleman and the said James Fuller Madox Trustees named by and on the behalf of the said Maria Cole:

Upon such Trusts for her benefit as were declared thereof by the said Deed Poll of Appointment and that the said James Aynscomb Harris and Mary his wife John Harris and George St Pierre Harris should devise the said estates charged with the said Annuity or yearly rent charge to William Wyatt of Clements Lane in the City of London Gentleman another Trustee named by and on the behalf of the said Maria Cole for a term of 99 years determinable with her life Upon the several trusts for better securing the said Annuity or yearly rent charge:

And whereas in pursuance and part performance of the said arrangement and agreement by an Indenture already prepared and intended to bear even date with and to be executed at the same time as these presents and to be made between (i) the said JAH and JH (ii) the said JAH and Mary his wife, JH and GStPH (iii) the said William Cole and Maria his wife (iv) the said Samuel Brooker and James Fuller Madox and (v) the said Wm Wyatt:

After reciting to the effect hereinbefore recited and taking notice of these presents it is witnessed or intended to be witnessed that for the considerations therein mentioned the said JAH and JH at the request and by the direction of the said WC and MC his wife did assign to the said Samuel Brooker and James Fuller Madox their executors administrators and assigns the said annuity or yearly rent charge of £40 so limited and appointed by the said Deed Poll of Appointment as aforesaid " upon trust for the benefit of Maria Cole:

in further consideration of the premises, JAH and Mary his wife, JH and G St P H at the request of WC and MC his wife granted to William Wyatt his executors etc all the estates so charged with the annuity of £40 for the term of 99 years thence next ensuing if the said MC should so long live upon trust for better securing the payment of the annuity:

"Now this Indenture witnesseth that in further pursuance and performance of the said arrangement and agreement and in compliance with and satisfaction of the condition or proviso contained in the said Deed Poll of Appointment and in consideration of the Premises and also for and in consideration of the sum of £1000 of lawful british money to the said William Cole and Maria his wife in hand at or before the execution of these presents well and truly paid by the said JAH JH and GStPH the receipt whereof the said WC and M his wife do hereby admit and acknowledge and of and from the same and every part thereof do acquit release and for ever discharge the said JAH JH and GStPH their heirs executors administrators and assigns and in order to defeat the estate tail of the said MC by virtue of the said will of the said Mary Aynscomb in the lands and hereditaments thereby devised and all estates rights interests and powers to take effect after the determination or in defeazance of such estate tail and in order to make an effectual Conveyance of all the estate part share right and interest of the said MC and of the said WC her husband in the same lands and hereditaments " MC and WC convey to JAH, JH and GStPH for ever all right or title [very lengthy description] in the premises released but on these trusts, that is to say:

As to one third part of the undivided one fourth part hereby granted - to such uses as JAH shall appoint and for want of such limitation or appointment and in the meantime subject thereto To the use of JAH during his lifetime and after the determination of that estate by forfeiture or otherwise in his lifetime to the use of James Fuller Madox during the lifetime of JAH to the intent that the said Mary Harris the wife of JAH may be barred of dower thereout In trust to permit JAH to receive the rents etc for life. As to another one third part of an undivided fourth part, to the use of JH and his heirs for ever. As to the other one third part of an undivided fourth part, to the use of G St P H and his heirs for ever:

(further assurances by William and Maria Cole but nothing further of

interest in the body of the deed).

Signed Wm: Cole, Maria Cole, Jas: A Harris, John Harris, G S P Harris, Jas: Fuller Madox.

Endorsed: Dated 15 March 1847 - Mr and Mrs Cole to James A Harris, John Harris and George St Pierre Harris Esquires; conveyance of an undivided share of Farm called Lilleys and other Lands in the Parish of Chelsfield and county of Kent.

Messrs Madox. Enrolled in HM High Court of Chancery 22 May 1847 Pursuant to the Act of Parliament 3 and 4 William IV Cap 74. 62 P. Signature D Drury [?] (1029) 22nd May £3.19.6.

Received the day and year first within written of and from the within named James Aynscomb Harris, John Harris and John [sic] St Pierre Harris the sum of £1000 being the consideration money within mentioned to be paid by them to us.

William Cole, Maria Cole. Signed sealed and delivered by the within named William Cole and Maria Cole in the presence of William Wyatt Solicitor, Clement Lane, Lombard Street

This Deed marked "A" was this day produced before me and acknowledged by Maria Cole therein named to be her act and deed, previous to which acknowledgement the said Maria was examined by me separately and apart from her husband touching her knowledge of the contents of the said deed, and her consent thereto, and declared the same to be freely and voluntarily executed by her.

Dated this 27 April 1847.

J E Dowdeswell

[pencilled note on folio 3 in the margin of the clause about doubt as to the legal position - "read over and distinctly explained to Mr and Mrs Cole on the Execution of this Deed and also previously explained to them by Letter"].

Harris MSS - A50.

Document marked with large capital C.

Indenture dated 10 May 1847 in pursuance of the Statute for rendering a Release as effectual for the conveyance of freehold Estates as a Lease and Release by the same parties between (i) James Aynscomb Harris of Orpington Esq. and Mary his wife (ii) George St Pierre Harris of Goddington in Chelsfield Esq. (iii) John Harris of Goddington in Chelsfield Esq. and (iv) James Fuller Madox of Clements Lane in the City of London gentleman. Whereas Mary Aynscomb of Chelsfield widow made her Will and Testament dated 4 June 1787 and gave all her messuage and lands called Lilleys in

Chelsfield then in the occupation of her aunt Mrs Barbara Judd, and her messuage theretofore in the occupation of John Winson and then of William Geer in Chelsfield, and all other her real estate whatsoever (subject to the estate of her said aunt in one moiety for her lifetime) to her daughter Mary Harris for her lifetime, with remainder to Richard Waring and his heirs during the lifetime of the said Mary Harris in Trust to preserve contingent uses and estates, with remainder to all and every the children of the said Mary Harris equally as tenants in common and to the heirs of their respective bodies with a limitation to the testatrix's own right heirs and she appointed her daughter Mary Harris sole executrix.

The said Mary Aynscomb died on -- -- 1793 having added a codicil appointing the said Richard as co-Executor and the will and codicil were proved in the PCC on 3 October 1793 by Mary Harris alone

And whereas there was issue of the said James and Mary Harris four children ie James Aynscomb Harris, John Harris, George St. Pierre Harris and Maria Harris now the wife of William Cole and no more And whereas the said James Harris died on 16 September 1837 and the said Mary Harris died on -- December 1846

And whereas by an Indenture of Statutory Release acknowledged and enrolled pursuant to the provisions of the Statute in that case provided dated 15 March 1847 and made between (i) the said William Cole and Maria his wife (ii) the said James Aynscomb Harris, John Harris and George St. Pierre Harris and (iii) the said James Fuller Madox all that the undivided fourth share of the said Maria Cole or of the said William Cole her husband in her right, in the lands etc. left by Mary Aynscomb, were conveyed unto the said JAH, JH and GStPH and their heirs upon the trusts following:

as to one undivided third share of the undivided fourth share thereby granted to such uses as the said JAH should by any deed appoint and in the meantime in trust to the said JAH for life with remainder to the use of the said JFM during the life of and in trust for the said JAH with remainder to the use of JAH and his heirs for ever:

and as to one other undivided third share thereby granted to the use of the said JH and his heirs for ever, and as to the remaining undivided third share thereby granted to the said GStPH and his heirs for ever

and whereas the said JAH, JH and GStPH are entitled to the inheritance in fee simple of the hereditaments etc described in the second and third Schedules herewith written as tenants in common

and whereas by Articles of Agreement made on 25 March 1847 between (i) JAH (ii) JH and (iii) GStPH after reciting that all parties mutually agreed to make a Partition of the said Estates upon the terms therein mentioned, it was agreed that:

(i) the lands etc in the Schedule marked A (being the same as those described in the first Schedule hereunder written) and all timber etc growing thereon should thenceforth belong to the said JAH and his heirs subject to an equal moiety of an Annuity of £40 per annum to be paid for life to Mrs Maria Cole the sister of the said parties, under an appointment dated 22 September 1835 signed by James Harris and Mary his wife, the parents of the parties, pursuant to a power in her Marriage Settlement:

(ii) the lands etc. described in the Schedule marked B (being the same as those in the second schedule hereunder written) and all timber etc growing thereon should thenceforth belong to the said John Harris and his heirs subject to the leases affecting the property:

(iii) the lands etc. described in the Schedule marked C (being the same as those in the third schedule hereunder written) and all timber etc. growing

thereon should henceforth belong to the said GStPH and his heirs, subject to the leases affecting the property and to the payment of one equal moiety of the Annuity of £40 payable to his sister Maria Cole for life

And it was agreed that it should be referred to Mr. Robert Allen to make a valuation of the timber trees tellers and saplings down to the value of one shilling per stick then growing upon the Estates, distinguishing the amount relating to each part scheduled and it was intended that this valuation should be delivered to referees, Francis Fuller and Thomas Stow, nominated by the parties to make a fair and just valuation of the three shares so that any necessary adjustment may be made between the parties

By a Deed Poll dated 12 April 1847 under the hands of Francis Fuller and Thomas Stow they published their Award:

They valued the messuages and lands in schedule A and of the underwood thereon at £7090 and the value of the timber etc. at £213.5s.0d. - total £7303.5s.0d.

They valued the messuages etc. in schedule B at £5100 and the timber etc at £178.6s.0d. - total £5278.6s.0d.

They valued the messuages etc in schedule C at £5895 and the timber etc at £229.6s.6d. - total £6124.6s.6d.

The referees further awarded that for equality of partition JAH should pay to JH £956.19s.10d. and should pay to GStPH £110.19s.4d.

This Indenture witnesseth that in pursuance of the award and for effectuating the said intended partition and in consideration of the said Agreement for partition having been carried into execution and in consideration of 10s. paid to JAH, JH and GStPH by the said JFM "and in order to defeat the Estate tail of the said JAH, JH and GStPH by virtue of the said will of the said Mary Aynscomb in the undivided parts or shares part or share of and in the hereditaments thereby devised and all estates rights interests and powers to take effect after the determination or in defeazance of such estate tail and in order to make an effectual conveyance of all the estate part share right and interest of the said JAH JH and GStPH respectively in the same hereditaments and in order to extinguish the title of the said Mary Harris to dower "

they the said JAH and Mary his wife, JH and GStPH according to their several and respective estates rights shares and interests in the premises do and each and every of them doth grant bargain sell alien release and confirm unto the said JFM his heirs and assigns all the premises described in the second schedule (marked B in the Deed Poll of 12 April 1847) to have and to hold to him his heirs and assigns for ever Nevertheless to the use of the said JH his heirs and assigns for ever.

[lengthy covenants by JAH, JH and GStPH that they have full power to convey, etc., not abstracted]

FIRST SCHEDULE

Firstly - The Manor of Goddington alias Goldington and all that capital messuage or manor house and all buildings and lands containing in the whole about 256 acres: except for a piece of land called Stoney Hill 17-0-38, a piece of land called Upper

Langwells 13-0-4, a piece of land heretofore part of Upper Broomfield 2-0-26 - which premises lately formed part of Goddington Farm but now belong to

Thomas Waring Esq.

Secondly - all that piece of land part of Great Smallhams field being that part next to Goddington House 20-1-0 , also a piece of land called the Rounds Smallhams 6-3-22, also the shaws called the Rounds Smallham Shaws 2-1-38, also the little field adjoining the road leading from Chelsfield to Orpington called Coney Croft or Rocks field 2-3-8 - which pieces of land were lately the property of Thomas Waring Esq.

All the premises are in Chelsfield parish, and part were formerly in the occupation of James Aynscomb deceased and then in that of Mary Aynscomb his widow and late in that of James Harris and Mary his wife, and part thereof in the tenure of Thomas Waring, the whole now being in the occupation of the said James Aynscomb Harris.

SECOND SCHEDULE

All that freehold messuage farm and lands called Lilleys containing about 135 acres in Chelsfield, formerly in the occupation of Barbara Judd and now let on lease to Mr Samuel Brooker; also a tenement or messuage and garden of 6 acres [sic] in Chelsfield formerly in the occupation of John Winsor [sic] then of William Gier and now of --- and --- Smith.

THIRD SCHEDULE

A messuage formerly called the tan house divided into two dwellings with the yards etc. heretofore in the occupation of John Adams.

One piece of pasture or meadow ground of about 2 acres adjoining south to the tenement mentioned above and heretofore in the occupation of John Watson, abutting to lands formerly of Joan Mace widow then in her own occupation to the south, to a pond formerly called Elm Pond to the north, to the lands heretofore of Percival Hart Esq. and afterwards of Sir John Dixon Dyke Bt. and now of Sir Percival Hart Dyke Bt. to the east, and to the common highway from St. Mary Cray to Orpington on the west side.

Two pieces of arable or pasture land formerly but one piece, formerly called Lambs Hole and now Lambs Wool containing 8 acres now in the occupation of --- Mitchell and abutting on lands heretofore of Michael Croaker and afterwards of Henry Chapman yeoman on the north, on lands heretofore of Sir Fisher Tench and afterwards of William Quilter Esq. on the south, on lands heretofore of Mrs. Gilborne and others on the east and upon other lands formerly of Percival Hart Esq., afterwards of Sir John Dixon Dyke Bt. and now of Sir Percival Hart Dyke Bt. on the west - all which messuage etc. and lands were formerly in the several occupations of John Sweetapple, William Bristow and Charles Walker but which said messuage called the Tan house and other buildings have been partially altered and a portion thereof converted into cottages or dwellings and a Chapel and are now or were late in the several tenures of James Monk, Rogers, Yates, Roberts, Grover, Deacon, Robert Cousins, John Whiting, Thomas Jeal, George Harper, --- Coates, James Walton, John Jeal, James Jeal, William Davis, W --- Hayes, G --- Harman, --- Groombridge, A --- Richards, W --- Packman or some or one of them, being in the parish of Orpington.

Also a messuage tenement or farmhouse called Wilkinson with malthouse, buildings and premises near to the said messuage and premises in this schedule firstly hereinbefore described and now or late in the occupation of Thomas Westbrook and Thomas Mosyer.

Also a close of arable land formerly called Millens but now Millums [?] of 8

acres now in the occupation of the said --- Mitchell.

Also another close called Gardeners Hill of 3 acres in the occupation of John Venn: one other close called Lower Sandy Lane field of 3 acres and one other close called Upper Sandy Lane field of 3 acres in the occupation of John and Thomas Taylor: one other close formerly called Old Hop Garden but now Sandy Lane field of 3 acres in the occupation of the said John Venn: one other close called Sandy Lane Shaw of 2 acres and one other close called Maplescroft of 6 acres now in the occupation of the said John and Thomas Taylor:

one other close formerly called Stads High field but now Skads Hill field of 6 acres, now in the occupation of the said --- Mitchell: one other close formerly called Little High field but now the Mead field of 3 acres, in the occupation of --- Mitchell: one other close formerly called High Field Woods but now the Ashenwood of five and a half acres, late in the occupation of the said Mary Harris: one other close formerly called Upper Stad field but now Upper Skads field of 3 acres, in the occupation of --- Mitchell: one other close formerly called Lower Stad field but now Lower Skads field and added to the Little Hop Garden Piece hereinafter mentioned, of 3 acres : and also one other close formerly called Little Hop Garden piece and the piece or slip of land lying behind the same near the aforesaid close called Millens, of 3 acres, but now added to Lower Skad field and together now called the six acre field, both in the occupation of the said ---Mitchell:

another piece formerly called Stads Wood but now called Birchen wood, six and a half acres, late in the occupation of Mary Harris: one other piece called Old Orchard , of 3 acres in the occupation of Thomas Mosyer - all which premises are in the parish of Orpington and formerly were in the occupation of Thomas Jeal and were by Indentures of Lease and Release of 1/2 February 1787 between (i) Mary Aynscomb widow and Mary Harris by the name of Mary Aynscomb the younger spinster (ii) Thomas Fuller the younger gentleman (iii) the said James Harris and (iv) John Fuller and Richard Waring limited and assured to the said James Harris and Mary his wife in the manner therein mentioned:

also a freehold messuage or tenement formerly 2 cottages at Orpington and the garden and plantation adjoining the same, which premises were purchased by the said James Harris from the devisees of the late William Matten and were formerly in the occupation of John Spring and William Jeal and afterwards of --- Jeal his widow and now of Edward Petty.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1/2 February 1787 - Indentures of Lease and Release [outlined above.]

22 September 1835 - Deed Poll of James Harris and Mary his wife

16/17 Dec 1835 - Indentures of Lease and Release engrossed on the said Indenture of 2 Feb 1787 between James Harris and Mary his wife party to the said Indenture of 2 February 1787 by her then name of Mary Aynscomb the younger of the one part and the said JAH, JH and GStPh of the other part,

25 March 1847 - Articles of Agreement made between (i) the said JAH (ii) said JH and (iii) said GStPH.

12 April 1847 - Deed Poll under the hands and seals of Francis Fuller and Thomas Stow.

10 May 1847 - Indenture of Statutory Release made between (i) JH (ii) GStPH (iii) JAH and (iv) James Fuller Madox.

THE FIFTH SCHEDULE ABOVE REFERRED TO

10 May 1847 - Indenture of Statutory Release made between (i) JAH and Mary his wife (ii) JH (iii) GStPH and (iv) JFM signed James A Harris, Mary Harris, GSP Harris, John Harris, Jas: Fuller Madox.

Endorsed - signed sealed and delivered by the within named parties in the presence of Wm: Wyatt solicitor, St Clements Lane, Lombard Street.

This Deed marked "C" was this day produced before me and acknowledged by Mary therein named to be her act and deed previous to which acknowledgement the said Mary was examined by me separately and apart from her husband, touching her knowledge of the contents of the said deed, and her consent thereto and declared the same to be freely and voluntarily executed by her.

18 May 1847 G Wilson
(1030) 22 May - £5.2s.6d.

John Harris Esq. and others to James Fuller Madox Esq. Deed of Partition of freehold premises called Lilleys in the County of Kent. Enrolled in HM High Court of Chancery 22 May 1847 pursuant to the Act of Parliament 3 and 4 William IV Cap 74 - 62P D Drury [?]

Harris MSS - A 51.

26 June 1847 - Administration of Mary Harris of Chelsfield, widow granted to John Harris one of her children. Effects sworn under £200. Endorsed: the effects have since been sworn under £250 [?] 26 August 1847.

[PCC Administration.]

Harris MSS - A 52.

[literal transcript.]

An Inventory of Sundry Fixtures Furniture and Effects at Lillys Farm Chelsfield Kent the Property of Mr. Samuel Brooker taken the 27th. Day of September 1850 and appraised to Mr. John Harris.

Front Attic

a Walnutree Knee-hole Chest of Drawers.

Further Left hd. Bed Room

A Grate as fix'd

A Chimney Board

A 4 Post Bedstead with Cotton Furniture lined and Bases
Pr. of Dimity Window Curtains and Valens
Lath and Iron Rods
a neat Mahy. Chest of Drawers
an old plan of Lillys Farm
a double Rail Towel horse
a Bed round Kidr. Carpet
Works and Wires to Bell
3 Shelves and a Rail and Pins in Closets

Mens Attic

Two Stump Bedsteads
A feather Bed and a Bolster
3 Blankets and a Quilt
A pr. of Strong Sheets
2 feather Beds 1 Bolster
3 Blankets a Quilt
a pr. of Strong Sheets [repeated]
a round Top Stool
a large Chair
2 [crossed through] Bell 1 Spring Bells [sic]

Passage below

A Spring Bell
A Rail and 7 Wood Pegs

Middle Bed Room

A pair of Dimity Curtains with Valens and Iron Rod
A four Post Bedstead with Mahy. Pillars Dimity Furniture and Bases
Crankes and Wires to Bell

Bed Room North

A pr. of Window Curtains with Valens and Iron Rod
a 30 inch Bath Stove
a Chimney Board
A Board over fire Place
a large Fender
3 Sets of return'd Shelves in Closet 10 Inches wide
1 Do. 16 inches wide
3 Sets of return'd Shelves in other Closet 10 inches wide
a Wainscot Chest or Chest of Drawers

In Long Closet

2 long Rails and Pegs
1 Short Rail and Pegs
Crankes and Wires to Bell

Small Parlour

a 30 inch Bath Stove with bright Bars and Stove Covings
A Brass Mounted Fender
2 Pr. of Chints Curtains with Drapery lined and fringed - Mahy. Cornice
Iron Rods and Laths
The Stamped Druggett ..?.. to Room
A Brussels Carpet
A hearth Rug - a Piece of floor Cloth
A Bell Pull Cranks and Wires

Large Parlour

A 39 inch Bath Stove with one extra Set of Bright Bars and Stone Covings as
fix'd
a 4ft. 3 large stout Bronze Fender with Steel Top and Iron Rests
A Set of fire Irons
2 Dimity Festoon Curtains with Lines etc.
a Small Roller Blind over the Door
Cranks and Wires to Bell
In Closet
3 Shelves and the Boarded Lining round the Closet
a new Shelf in other Closet

Front Hall

The Enclosure at Top of Cellar Stairs including Door and Side Lining with
Spring Latch and Bolts
A painted Closet with Pr. of Doors and 6 Shelves inside 8 ft. high 3 ft. wide
and 12 in. deep - and 2 Locks
a painted Rail with 8 Brass Pins
The Floor Cloth in ..?.. to the Hall
a good 9 inch Iron Rim Lock with Brass ..?.. and Brass Escutcheon to front
Door (Mr. Brooker having also left the Old Lock for Mr. Harris)
a Cast Iron Knocker
2 Barrell'd 9 inch Bolts and Staples
An Upright Barometer
A returnd Shelf and Brackets 18 ft. run} In long Closet by Parlour
3 Do. 9 ft. and 1 Do. 10 ft. }

Kitchen

A Rail and 4 Wood Hat Pegs
1 Brass Peg
The Enclosure of two Closets with pannell Door and 5 Drawers and Shelves
with upright Divisions inside 7 ft. 6 high and 6 ft. 4 wide 2 feet deep
panell'd front and painted
A good 48 inch Range with Oven and a Boiler behind with Pipe and Tap
panell'd Iron Linings and Dampers in Chimney and Sliders over Spit Racks
etc. as fix'd
A Windup Roasting Jack with Pullies Lines and Cast Iron Weights and a
Case
2 new Shelves in Closet by fire place
2 Do. other Side

2 Pr. of Died Venetian Blinds an Ironing Board with two Iron Supports
Two Bacon frames fix'd to the Ceiling with 6 Stout Iron Supports
2 Narrow holland Blinds
a looking Glass 16 x 10
An 8 Day Clock in Japd. Case by Stone London
A 2 flap Oak Table with a Drawer
a 3 ft. 6 Bar Top Fender
A Poker Tongs and Shovel
2 Spring Bells fix'd
3 Shovels and Coal Scuttle to Range

Pantry

The two Dresser Boards and the Shelves as fixd. round
a Towel Roller and Brackets
a Mill

Brewhouse

A 34 Inch Copper as fix'd in Brick and a Wood Cover
A 26 inch Do. and a Wood Cover
An Iron Oven Door
A Cinder Box
A 22 inch Copper fix'd in Brick with Lead Curb Iron Furnace and Wood Cover
A 3 ft. 10 Stone Sink 2 ft. 4 wide with Lead flushing and a Piece of Waste Pipe and Brick Piers
a long Shelf in Window
a hop Sieve with handles and Legs
a Beer Cooler 5 ft. 6 x 3 ft. 6 and a Strong Stand under and Stout Lead Pipe from Cooler to Cellar abt. 20 [?] feet
A good Mashing Tub and a Stand
A Basket Strainer and Stick and bar Labour to Strong frame over the Chimney
A low oval under Back
A 9 ft. 6 wide Beer Shute
A 2 Step Stool
A Towel Roller
An Iron Oven Peal [?]
A 6 ft. Dresser Board with Pot Board under
A Narrow Shelf over

Bake house

A Dresser Board
A 5 ft. 6 Shelf

Iron Room

A Small Wice [sic]
A Dresser Board and Shelf over
3 Shelves behind the Door
2 Saddle Bearers

Coal Cellar

Labour to fixing Wood Box

Cellar

A Strong 7 ft. Oak Stalder

A Small Stalder

A 7 ft. 6 Shelf 12 in wide

e half inch thick

A loose Top Table

The Lugged Door to enclose Recess with Lock and Key and 3 wide Shelves inside

Ale Cellar

A long Oak Stalder

2 shorter do.

1 old do.

a hanging Shelf 8 ft. 6 - 14 in wide

an 18 Gall Cask

a 12 Gall do

a 6 do.

a Milk Table with Tressels under

4 - 9 Gall Casks

1 - 18 Gall do.

Outside of House

A Portland Stone at front Door 4 ft. by 3 ft. and 2 and a half inches thick

A Wire Guard over Cellar Window

a 6 inch Spring Bell fixed with Cranks and Brass Nob Pull at front Gate

Tool house by Barn

A Malt Mill with fly Wheel etc.

A large Iron Wice [sic]

Labour to fixing Work Bench

Labour only to small Dog Kennel

A hay Trough with Shoot from the Washhouse and a Jett

a Stand for Milk Dishes at the Back of the house

The Boarding and Quartering to enclose and form Cheesehouse in Cart Lodge and a Pair of Doors as fix'd

A Lattice Enclosure in the Upper Part of the Cart Lodge

All the before mentioned Fixtures Articles of Furniture and Effects are valued at the Sum of Ninety Two Pounds and Sixteen Shillings this 27th. of Sept. 1850.

53.0.0 Wheat and Straw
23.2.0 Oat do.
5.0.0 Barley do.
1.1.0 Pea do. podded

Hay at a Market Price

Part of a Stack Sainfoin, 1849
Stack of do., 1850.

Labor to Two Dung Heaps.
50.0.0 Do. to Half Dressing
Gooseberry's and Currant Trees in Plantation
About 100 Standard fruit Trees
Sundry Erections in Farm Yard
An Iron Cistern and Hutch
A Sun Dial and Post

This Inventory is Valued at the sum of £331.11s.0d.

£331.11.0
15.0 Half Stamp Inventory
£332. 6. 0 total

James Russell Horton Kirby
Wm: Stow Farnboro' Hall

Memo - the incoming tenant to carry out the corn not to exceed 8 miles for the chaff and ..?..

James Russell Horton Kirby
Wm. Stow Farnboro' Hall

Received Oct. 25 1850 - the within named sum of £332.6.0 of Mr. John Harris as per Inventory.
Saml. Brooker

Harris MSS - A 53 a.

Exchange of Goods between Saml. Brooker and John Harris.

Stable Lanthorn	1.0
Loft in Tool House	2.6
2 Scrapers	2.0
Floor Cloth in Entrance to Closet	3.0
2 Shelves in Spareroom [?]	
Closet and 2 pins	4.0
1 Small Spit	2.6
2 doors and Locks to Kitchen Fire [?]	12.0
2 Fire Rakers and Brush	3.0

Pot Hooks in Wash house Chimney	2.6
Pad Lock in Coal Cellar	1.0
Do. in Chaise House	1.0
Box Churn complete	14.0
Hog Pail in Granary	1.0
5 Clothes Posts	10.0
	<u>£2.19.6</u>
	15.6
	<u>£2. 4.6</u>

John Harris

[1 small feather Bed and Blanket]	
Oak Flap Table	8.0
[Syder 9 Gallons	9.0]
Cow Crib	2.6
Smith's Time to Oct. 6 - 3 days	<u>5.0</u>
	15.6

Recd. Oct 25 1850

S. Brooker

Harris MSS - A 53b.

London July 15 1851

Recd. of Mr. John Harris the sum of one hundred and fifty pounds for corn and sundries.

corn etc.	140
cash	<u>10</u>
	<u>150</u>

Saml. Brooker

£150

Harris MSS - A 53c

Farnboro' Hall
Friday Mornng.

Dear Sir

Am sorry I had not the Inventory finished when you sent yesterday. I now forward it to you and hope it will be satisfactory to the authorities - I have let the Amounts remain as you have got them as it will be less liable to cause complication.

Should any difficulty arise in which I can render you any assistance will be happy to do so.

I remain
Dr. Sir
Yours truly

Wm. Stow

To Jas. Harris Esqr.

Harris MSS - A 53d.

An Account of Lots as bought by Mr. Harris at the Sale at Lillys Farm, Sept. 24 1850.

Lot		£ s d
89	a grindstone and ...?...	1.4.0
94	corn chut [?] 2 coops	3.0
114	...? ...	5.0
116	Calf scales and weights	1 ----
120	a pair of harrows	1----
126	a pair of do.	1.8.0
140	stack poles and ropes	2.10.0
141	a turnrise plow	3.5.0
143	a dung cart	1.4.0
148	a fruit van	10----
150	4 cow cribs	1.1.0
161	2 plow chains	1.1.0
162	2 so.	1.1.0
137	Ransoms plow	1.14.0
	total	26.16.0

Bought after Sale

144	a dung cart }	4.15.0
	a light cart }	
118	a turnip seed barrow }	2.10.0
121	a ..?.. brake }	
122	a small seed machine }	1.1.0
123	a ..?.. }	
124	a pea drill	1.1.0
135	a waggon	5-----
131	a land roller	1.10.0
88	a garden roller	7.6
95	two forks	1.0.0
101	3 barley forks, 2 rakes	1.10.0
155	1 ...?...harness	2.10.0
129	a dung cart, a saw and pegs [?]	6-----
		52.19.6
	a mashing tub from Mrs. Taylor	15.0
		53.14.6

Oct. 25 1850

Received the sum of £52.19.6 [sic] for goods
£52.19.6 S. Brooker

Harris MSS - A 53e

April 22 1847

Received of ["The Exors." added and " John" crossed out] Mrs. Harris
£2.10s. for half years Land tax due 5th. April 1847.
Wm. Sales.

[I think this document has strayed from A48.]

Harris MSS - 53f.

Mr. John Harris

1850	With Saml. Brooker		
Sep. 18	Messrs. Russell and Stow's Valuation of farm	-£332.6.0	
	Mr. Baxter's Valuation of fixtures etc.-	92.16.0	
Sep. 24	Goods bought at Sale -	52.19.6	
	Wheat Clover Hay	4.4.0	
	Sundry labor and weeding	6.14.6	10.18.6
	Drawing timber back [?] etc.		5.13.0
	Mr. Baxter Commission making Inventory - the half		2.2.0
	Window Tax		3.8.9
	Income Tax		3.18.9
	Land Tax		7.0.0
		total	£511.2.6
		rent	£135---
		total	£376.2.6
	Exchange of Goods		2.4.0
			£378.6.6
	Deduction off Rent allowed for 2 years -		21.13.6
			£400-----

Received Oct. 25 1850 at Garraways - S. Brooker

Harris MSS - A 53g

Mr. John Harris with Saml. Brooker

1850		
May 18	- 25 faggots	3s0d.
	- 1 man half day stacking	1s.0d.
May 25	- 1 man 4 and a quarter days weeding	7s.1d.
May 29	- 1 bushel wheat	4s.0d.
June 1	- man 7 and three quarter days weeding	12s.11d.
June 6	- cordwood and faggots from Footpath	3s.0d.
June 8	- Smith 4 and a half days weeding	7s.6d.
	Woolford five and a half	9s.2d.
	Gear five and a half	8s.3d.
June 15	- weeded 6 days for 1 man	10s.0d.
June 22	- ditto 8 do. for 1 man	13s.0d.
June 29	- ditto one and a half ditto	2s.6d.
	- mending timber chain	4d.
July 6	- hedgebrushing 1 man for 5 and a half days	8s.9d.
July 13	- 7 thatched ...?...	3s.6d.
	- half day 1 man at ...?...	1s.0d.
Aug. 20	- Woolford quarter day hoeing	6d.

Sept. 5 - half load clover	2.2s.0d.
Sept. 10 - 2 fruit ..?..	10s.0d.
Sept. 12 - half load clover	2.2s.0d.
Sept. 28 - 3 bushels wheat etc	9s.0d.
- ditto ground	2s.0d.
Sept. 30 - 1 sack oats	9s.0d.
Oct. 2 - 1 ditto ditto	9s.0d.
	total £10.18s.6d.

Harris MSS - A 53h.

1850

Mr. John Harris with Saml. Brooker.

May 16 - 2 men 2 horses and wagon from 8 till 5 carrying back cordwood and faggots from Lillys Wood

May 19 - 3 horses to Greenwich with Bark - Gates 9s. [?] - Bate allowance etc.

May 25 - 1 man and horse all day carting cordwood

May 27 - 2 horses 2 men carrying and stacking faggots - 1 day

May 31 - 2 horses 3 men all day 8 to 5 carrying back faggots and stacking

June 1 - 3 horses to Greenwich with Bark - Gates 9s. [?] - Bate allowance etc.

June 20 - 3 men 3 horses from 6 to 5 at timber cart
beer for do. - 1s.0d.

June 22 - 3 men 3 horses from 6 to 2 timber cart

July 13 - 3 men 3 horses - 4 horses moving hurdles

Total £5.13.0d.

[no individual figures given except for the shilling for beer.]

Scribbled figures -

5.13.0 Wm. Stow

10.18.6 Jas. Russell

16.19.6

Harris MSS - A 54.

Indenture dated 6 March 1854 between (i) John Harris of Lillies Farm Chelsfield Esq. and (ii) William Beardsworth Fox of Down gentleman.

For the yearly rent of £155 John Harris leases to William Beardsworth Fox all that messuage or tenement with the barns, buildings etc. and the several pieces of land and wood belonging containing by estimation 135 acres, heretofore in the occupation of Joseph Brooker, then of Samuel Brooker and lately of the said John Harris, called Lillies Farm; and also that piece of land or orchard situated near Lillys Cross and the two messuages or cottages standing thereon in the occupation of Timothy Smith and William Smith and formerly in the occupation of Joseph Brooker, since of Samuel Brooker and late of the said John Harris; also that piece of land called Longridge lying in

a field called Great Smallams and late in the occupation of the said John Harris; also a piece of land adjoining Skib Lane formerly held by the said Joseph Brooker and Samuel Brooker and now in the occupation of Henry Thompson - all which premises are in the parish of Chelsfield.

Excepting out of the demise, unto the said John Harris and his heirs all fruit trees (but not the fruit thereof) etc. and "also all mines chalk clay brick earth gravel sand and stones with full and free liberty of ingress egress and regress to and for the said John Harris his heirs and assigns and his and their servants agents or workmen with cattle carts and carriages at all seasonable times to come and go pass and repass into upon and from the said demised land and premises to grub fell hew coal work out and carry away the said excepted timber and trees ... " and also free liberty for the said John Harris his heirs and assigns with their friends and associates to hawk hunt and shoot over the premises.

To hold from 29 September last for 21 years at £155 per annum to be paid half yearly on 25 March and 29 September, the first payment to be made on 25 March next.

The tenant is to pay all taxes, charges, rates, assessments, rent charges, rent charge in lieu of Tithe and other payments whatsoever, parliamentary, parochial and otherwise, the land tax, property tax and quit rent if any only excepted.

The tenant every four years shall cause to be painted in a workmanlike manner with 2 coats of good oil colours all the outside wood, iron and other work belonging to the premises now or usually painted. He is also to keep the premises in repair, being allowed sufficient rough timber bricks and tiles for so doing.

[lengthy farming covenants, not abstracted.]

The tenant shall not lop top or trim the limes trees near or at the west end of the garden belonging to the dwelling house without written consent [and further conditions about keeping hedges, and about insurance etc., not abstracted.]

At the end of the demise the tenant shall have sole use of the farm house until 25 March next ensuing, sole use of the barn and stackyard and joint use of the farmyard in common with John Harris for thrashing out and carrying away the corn etc. and foddering and watering cattle.

Schedule.

Further left-hand bedroom - grate as fixed, chimney board, window lath and rod, cranks and wires to bell, 3 shelves rail and pins in closet. Men's attic - a spring bell. In passage below - a spring bell and rail and 7 wooden pegs.

Middle bedroom - cranks and wires to bell. Bedroom West - a 22" Pantheon stove, fixed iron rod lath and cornice to window, cranks and wires to bell.

Bedroom North - a 30" bath stove, a chimney board, a large fender, 3 sets of return shelves in closet, one wide ditto in ditto, 3 sets of return shelves in other closet 10" wide.

In the long closet - 2 long rails and pegs, one short rail and pegs, cranks and wires to bell.

Small parlor - a 30" bath stove with bright bars and stone covings, window lath and rod, bell pull cranks and wires.

Large parlor - a 39" bath stove with extra set of bright bars and stone covings. A 4'3" stout bronze fender with steel top and iron rests and set of fire irons. Small roller blind over door, cranks and wires to bell. In the closet - 3 shelves and boarded lining round the closet. A new shelf in other closet.

Front entrance hall - the enclosure top of cellar stairs, including door and side linings with spring latch and bolts. A painted closet with pair of doors 8' high with 6 shelves 3' wide and 12' deep and 2 locks. Painted rail with 8 brass pins. A good 9" iron rimmed lock with brass knobs and escutcheon to front door. A cast iron knocker, 2'9" barrel bolts and staples. In long closet by parlor - return shelf and brackets 18' rim 3'9" and one 10' ditto.

Kitchen - a rail and 4 wood and one brass hat peg. The enclosure of 2 closets with upright division 7'6" high, 6'4" wide 2' deep with panelled doors and 5 drawers and panelled painted front. A 48" kitchen range with oven and boiler behind with pipe and tap and panel. Iron linings and dampers in chimney and slides over spit racks etc. as fixed. A wind-up roasting jack with pullies, lines, cast iron weights and case.

2 new shelves in closet by fire place. 2 new shelves in closet on the other side. 2 pairs of dwarf Venetian blinds and ironing board with 2 iron supports. 2 bacon frames with 6 iron supports. A thirty feet [sic] six inches bar top fender with poker, tongs and 3 shovels and coal scuttle. 2 spring bells fixed.

Pantry - the 2 dresser boards and shelves as fixed. A coffee mill. A towel roller and brackets. Brewhouse - a 34" copper fixed in brick with wood cover. A 26" ditto ditto. An iron over door. A 22" copper fixed in brick with lead curb. Iron furnace and wood cover. A stone sink 3' 10" by 2' 4" with lead flushings and water pipe. Tank and pump on brick piers. A long shelf in window. A towel roller. An iron oven peel [sic] A 6' dresser with pot board under a narrow shelf over dresser.

Bakehouse - a dresser board, a 5'6" shelf. Iron room - a dresser board and shelf over 3 shelves and 2 saddle bearers.

Cellar - a 7'6" shelf 12" wide and one and a half inches thick. A ditto on the other side. A 7'6" wine bin with 2 flaps and 2 divisions, 2 hasps and staples and 2 padlocks. A meat safe with panelled doors and wire sides.

Ale cellar - a hanging shelf 8'6" long, 14" wide. The locks keys and fastenings to the doors.

Outside of the house - a Portland stone at front door four feet by three feet, two and a half inches thick, wire guard to cellar window. A 6" spring bell cranks and brass knob pull, front gate.

Tool house - a work bench and large iron vice. Dial post and plate in garden. Beer cooler with stand, a lead pipe to cellar, trough from copper to cooler, mash tub and 3 other tubs. Steps to copper and funnel- stand for mash tub. Signed Wm. B. Fox

Endorsed - Signed sealed and delivered by W.B.Fox the words "and other excepted things respectively" being first struck out in the first skin and the words "and at the end of the said lease ten acres sown with turnips" in the second skin being first interlined in the presence of William Wyatt solicitor, 30 Clement Lane, Lombard Street.

Resigned resealed and redelivered, 44 words having been first interlined between the 29th. and 30th. lines and 60 words having been interlined between the 39th. and 40th. lines of the third skin, by the within named W.B.Fox in the presence of Wm. Wyatt.

6 March 1854 - John Harris Esq. to Mr. W.B. Fox. Counterpart Lease of a Farm and premises called Lilleys commencing 29 Sept 1853

term of years - 21
Expires 29 September 1874. Rent £155.

Harris MSS - A 57.

Indenture dated 30 May 1864 between (i) John Harris of Lilly Cottage Bexley Heath, Kent, Esq. and (ii) William Beardsworth Fox of Chelsfield Yeoman.

For the yearly rent of £155 John Harris leases to William Beardsworth Fox all that messuage called Lillies Farm and lands containing by estimation 135 acres, also a piece of land near Lilley's Cross and the two messuages or cottages standing thereon, also that piece of land called Longridge in a field called Great Smallams and a piece of land adjoining Skib Lane, all of which are in Chelsfield and in the occupation of the said W.B. Fox by virtue of a lease dated 6 March 1854 demising the premises from 29 September 1853 for a term of 21 years which expires on 29 September 1874.

This lease is now extended from 29 September 1874 for a further 10 years.

[Covenants similar to those in the earlier lease, not abstracted.]

Schedule.

This appears to be almost identical to the schedule in the earlier lease; the following minor differences were noted –

The room called "Bedroom North" is described as "Drawing Room North" and the fixtures include a bright register stove with marble chimney piece. In the Large parlor - a register stove, marble chimney jamms [sic.] Outside - brick cucumber frame and lights added.

Signed Wm. B. Fox.

Endorsed -30 May 1864 John Harris Esq. to Mr. Wm. B. Fox

Counterpart lease of Lilleys commencing 29 Sept 1874

Term of years -	10
Expires 29 Sept.	1884
Rent £155.	

Harris MSS - A 59.

Abstract of the will of John Harris of Lilly Cottage, Bexley Heath Kent, Gentleman dated 7 February 1867.

I appoint my dear wife Selina Harris and my friend William Beardsworth Fox of Chelsfield, farmer, Executors.

I leave to my wife all that my cottage called Lily [sic] Cottage wherein I now dwell with all the horses and carriages and appurtenances and household effects to her and her heirs absolutely.

I leave £300 to William Beardsworth Fox.

I leave all residue of my real and personal estate to my Executors in trust, to allow my wife to receive the rents and profits during her lifetime. [Provisions in case he should leave issue, not abstracted as he died childless.]

In case I should die without leaving issue I bequeath all that my freehold estate known as Lillies Farm, Chelsfield to my godson George St. Pierre Harris, son of my youngest brother George St. Pierre Harris of Orpington, to him and his heirs for ever. If I should have sold Lillies prior to my death then I bequeath to the said George St. Pierre Harris junior a sum of money equivalent to its value.

I devise all that my freehold property called Dolls Fields in Cudham, in the occupation of William Yeates, to my nephew James Aynscomb Harris of Ruxley, Fooks Cray, Kent, son of my eldest brother James Aynscomb Harris, to him and his heirs for ever.

I leave all residue to my nephews Harry George Minshaw Harris of Goddington, Chelsfield, the said James Aynscomb Harris, John Harris of Bexley Heath and George Harris of New Cross, Kent, equally.

Witnesses W. May, 2 Adelaide Place, London Bridge, solicitor: James Sykes his clerk.

Proved 29 September 1873 by Selina Harris widow the relict and William Beardsworth Fox, the Executors named.

Sworn under £600 - May and Sykes, solicitors, 2 Adelaide Place, London Bridge.

Endorsed - Bank Reg. GO 56255.

Notice of Assignment of J.A. Harris share given November 1876 - enclosed.

Do. of Further Charge April 1879 enclosed.

Do. of Reassignment 25 November 1879 enclosed.

Do. of Mortgage to G.S. P. Harris 25 Nov. 1879 enclosed.

Notice of Transfer of a sub-Mortgage [dated 7th. October 1884 - crossed out] and further Charge to secure £100 dated 12 Feb. 1897 enclosed.

[in fact, none of these documents is enclosed in the will.]

Harris MSS - A 61, A 62 and A 62a.

A 61 and A 62 are forms submitted by the solicitors May, Sykes and Co. on behalf of George St. Pierre Harris, in respect of Duty payable on the death of Selina Harris on 6 November 1907. She was the widow of his uncle John Harris, who had left her a life interest in Lillys Farm, Chelsfield, and Dolls Fields, Cudham. As both documents are clearly legible I have not transcribed them but have made photocopies instead.

A 62a includes a note about the sale of some of the land belonging to Lillys, and valuations on both properties, as follows:

Selina Harris deceased - explanatory statement referred to in part III of the annexed account.

The Farm originally comprised about 135 acres, but there have been two

sales of portions of the land, on each of which sales part of the duty was commuted, namely: - On the 3rd. December 1903 - 14 acres and 28 perches sold to Henry Philip Ernest Drayton, Succession Duty being paid thereon on the 16th March 1904: and on the 30th May 1906 about 17 acres sold to Edward Norman, Succession Duty being paid thereon on the 20th. July 1906.

12 Pall Mall
London, S.W.
10th. December 1907.

REPORT UPON SURVEY OF
LILLY'S FARM, CHELSFIELD, KENT

G.St. Pierre Harris Esq.
8 Laurence Pountney Hill
Cannon Street, E.C.

Dear Sir,

In accordance with your instructions we attended at Lilly's Farm Chelsfield Kent (belonging to the late Mrs. Harris) and made a survey of same, and now beg to report as follows:-

The Farm is situate near the Village of Chelsfield, about one and a half miles from Chelsfield Station, S.E. and C. Ry. It comprises of about 104 acres of arable, pasture and wood land.

There is a brick built and tiled Farm House which contains 4 attics, 3 Bedrooms, 2 Dressing Rooms, Drawing Room Dining Room and Morning Room, with cellars in the basement.

Near the above are the Farm Buildings which consist of Piggeries, Shed, Granary, Waggon Lodge, Coach House, Nag stabling for 3 horses, Harness Room, Cart Horse Stable for 4 horses, Tool House, Open Lodge Cow shed for 8 cows, Calf Pen, Two Barns, Two Cottages etc.

The Farm is at the present in the occupation of Mr. Fox, who holds it on a yearly tenancy at a rental of £153.10s.0d. per annum. The gross assessment of the property for income tax is £132, it is subject to tithe which amounted last year to £24.8.6, and to Land Tax which amounted last year to £3.11.11.

There is also a field of rough pasture in the parish of Cudham, Kent, belonging to the late Mrs. Harris. It is situate in Snagg Lane Cudham, (practically only a Land Way) about 5 miles from Orpington Station, and is shewn as Dolls Field. It contains 6 acres 0r.32p., and is let to Messrs. Fox & Sons at a rental of £6 per annum. The gross assessment for income tax is £5.5.0.

Assuming the property to be freehold, we consider the value of same for the purposes of Estate Duty now to be £3,650 (three thousand six hundred and fifty pounds.)

We are, Dear Sir
Yours faithfully,
Cronks.

SEVENOAKS
11th. February 1908.

G. St. Pierre Harris Esq.
8 Laurence Pountney Hill
Cannon Street, E.C.

Dear Sir

Miss [sic] Selina Harris deceased
Lilly's Farm and Dolls Field

With reference to your letter of the 3rd. instant we now beg to inform you that the amount of our valuation of Dolls Field was £125 (one hundred and twenty five pounds.)

We are, Dear Sir,
Yours faithfully
Cronks.

Harris MSS - A 63 and A 63a.

Agreement dated 16 October 1912 between (i) Richard James May and Harry Montague May both of Acorn Wharf, Frensham St., Peckham in the county of London, timber merchants (who are the legal mortgagees of the hereditaments hereby demised and are hereinafter called the Landlords, which expression where the context so admits shall include the immediate reversioner for the time being expectant on the term hereby created) (ii) George St. Pierre Harris of 8 Laurence Pountney Hill in the City of London, architect (the owner of the equity of redemption of the said hereditaments) and (iii) Herbert Birch of 37 and 39 Essex St., Strand, London (the Tenant.)

The Landlords at the request of the said G.St. P. Harris hereby demise but without entering into any implied covenant for quiet enjoyment and the said G.St.P.Harris hereby demises and confirms unto the Tenant -

all that messuage or dwelling house called Lilly's House in Chelsfield with the stables, outbuildings, gardens, meadow and fruit orchards as delineated on the plan annexed and edged pink, from 11 November 1912 for 3 years and three eighths of another year at

(i) a rent of £95 per annum payable in advance at the usual Quarter days, the first payment to be made now and to cover three eighths of a year, to 25 March 1913

(ii) should G.St.P.Harris at the request of the Tenant carry out any improvements to the dwelling house then the Tenant shall pay an additional rent equal to 6% per annum upon any outlay incurred by G.St.P.Harris.

The Tenant agrees with the Landlords, and separately with G.St.P.Harris and his heirs, to keep the dwelling house in good repair and to do repairs to the interior costing at least £35.

To keep the gardens etc. in good order and in particular not to injure molest or damage in any way the clump of trees at the North East end of the garden.

To protect the fruit trees and bushes and prune them at the proper seasons, keep the gravel of the walks and paths and the edges thereto in good

condition and all the hedges neatly and properly trimmed, and regularly employ a competent Gardener to adequately manage and cultivate the meadow, orchards, garden and grounds.

To preserve and keep in its ancient condition the old panelled room on the ground floor of the dwelling house.

[other covenants, not abstracted.]

G.St.P. Harris covenants with the Tenant, subject to the repairing stipulations on the Tenant's part, to keep the roof and main walls in good repair except in the case of fire or damage not resulting from ordinary wear and tear.

If the Tenant wishes to take up a full repairing lease for a further term of 7 or 14 years at the expiration of the present lease he shall give notice to the Landlords and G.St.P. Harris before 29 September 1915 and if he shall have kept the premises in good order, and in addition will agree to carry out improvements to the dwelling house to the value of at least £100, then a further term of 7 or 14 years may be granted from 25 March 1916 at the same rent.

[further covenants including alternative arrangements at a higher rent, not abstracted.]

The Schedule.

Further left-hand bedroom: grate as fixed, rods, cranks and wires to bell. Three shelves rail and pins in closet.

Men's attic: a spring bell in passage below, a spring bell, a rail and seven wooden pegs.

Middle bedroom: cranks and wires to bell.

Bedroom west: register stove, fixed iron rod, cornice to window, cranks and wires to bell.

Drawing room North: a bright register stove with marble chimney piece, cranks and wires to bell.

Small parlour: a register stove, windows, brass and rod bell pull, cranks (painted and varnished over.)

Large parlour: a register stove, marble chimney jambs, cranks and wires to bell.

In the closet: 3 shelves and boarded lining round.

Front entrance: the enclosure top of cellar stairs including door and side linings with spring latch and bolts. A painted closet with pair of doors, six shelves three feet wide and two locks, painted rail with 8 brass pins, a good nine inch iron rimmed lock with brass knobs and escutcheon to front door, a cast iron knocker, two feet nine inches barred bolts and staples.

Kitchen: a rail and four wood and one brass hat peg, the enclosure of two closets with upright division seven feet six inches high, six feet four inches wide, two feet deep with panelled doors and five drawers and panelled painted front. A four feet kitchen range with oven and boiler racks etc. as fixed, two new shelves in closet by fireplace, ironing board with two iron supports and two spring bells fixed.

Pantry: the two dresser boards and shelves as fixed. A coffee mill.

Brewhouse: an iron oven door. A 22 inch copper fixed in brick with iron furnace and wood cover. A stone sink 3 feet 10 inches by 2 feet 4 inches with lead flushings and water pipe. Tank and pump on brick piers. A long shelf in window. A 6 feet dresser with pot board under. A narrow shelf over dresser. Cellar: the ledged door to enclosed recess with lock and key.

Outside of the house: a Portland stone at front door 4 feet by three feet, two and a half inches thick, wire guard to cellar window and 6 inch spring bell, cranks and brass knob pull.

Front gate: cucumber frame with lights.

Signed by the above named Herbert Birch in the presence of Ernest G.W. Slough, 152 Meadvale Road, Ealing, W., Solicitor's Clerk.

Endorsed: 16 October 1912: Messrs. R.J. May, H.M. May and G.St. P. Harris to Herbert Birch Esqre. Counterpart Agreement for tenancy of Lillys House, Chelsfield, Kent.

Letter to Oswald Vinson Esq. (no address) -

May, Sykes and Co.
Solicitors
EC
[James Sykes]
1914
Edmund G. Sykes
Alfred R. Dearman, B.A., LL.B.

Suffolk House
Laurence Pountney Hill
Cannon Street,
23rd. December

Dear Sir,

Harris's Chelsfield Security

We send herewith the two Reconveyances of the Mortgages which have now been paid off, and the Mortgage by Mr. G. St. Pierre Harris to yourself, duly stamped. The Fire Policy has been sent to the Insurance Office for indorsement, and we will forward it to you as soon as we receive it.

Yours faithfully

May Sykes and Co.

[for the plan attached to MS A 63 see separate file of images].

Harris MSS - A 64.

Much reduced photocopy of the plan of Lilly's Farm, Chelsfield dated 26 November 1914. The original is on tracing paper.

[see separate file of images].

Harris MSS - B 71.

Literal transcripts throughout.

B 71 A -

Jan. 13 1780. Recd. of Mr. James Aynscomb the sum of thirty one pounds and ten shillings for one years Interes of Seven hundred pounds wich Sum Being Due Oct. the 10 1779.

By me the mark of Mr. George X Mace [also signs very shakily]

£31.10.0 Witness my hand John Round

B 71 B -

1780

Recd. Octr. the 14 of Mr. Jas. Aynscomb Thirty one pounds ten shillings in full for one years Intrist for 700£ Due Michs. Day last.

Wm. Brooks

£31.10.0

B 71 C -

Recd. Octr. 1 1781 of Mr. Jas. Aynscomb the Sum of one Hundred Pounds as Part of above seven hd. as I have Recd. pr. me Wm: Brooks.

£100.0.0 Witness John Round

Recd. Dec 8 1781 of Mr. Jas. Aynscomb the Sum of one Hundred Pounds as Part of a bond I have. Recd. by me Wm. Brooks.

£100.0.0 Witness John Round

B 71 D -

Dec. 8 1781 Recd. of Mr. James Aynscomb thirty three pounds five shillings in full of one Years Intrist Due Michs. Last pr. me Wm. Brooks.

£33.5.0

B 71 E -

Oct. 23 1782

Recd. of Mr. James Aynscomb by the hands of Mr. Richd. Gravett Twenty pounds in full for one years Interest Due Michs. last. Recd. by me Wm. Brooks.

£20.0.0

B 71 F -

1783 May 10 - Recd. of Mrs. Aynscomb Twenty Pounds by the hands of Mrs. Judd pr. me

Wm. Brooks £20.0.0

on Acct. of a bond Which is in my hands.

B 71 G -

July 18 1783 Recd. then of Mrs. Judd ten pounds and twenty pounds I Recd. before of Mrs. Judd makeing in all Thirty Pounds on acct. of a bond

Which I have Recd. by me Wm. Brooks £30.0.0

B 71 H -

1783 Octor. 23 Recd. then of Mrs. Judd Twenty Pounds on acct. of a bond of Mrs. Aynscombs by me Wm. Brooks
£20.0.0

B 71 I -

1783 Decr. 9 - Recd. of Mrs. Aynscomb Sixty Pounds by the hands of Mrs. Judd and all Intrist Due Michs. Last. Remaining only one Hundred and Fifty Pounds as due on bond I say Recd. by me Wm. Brooks.
£60.0.0.

Harris MSS - from B 72.

B72a to B72i is a collection of Aynscomb family receipts relating to Bonds and miscellaneous items. Not all relate directly to Lillys, but item f is an account from James Gudsell for "surveying and drawing plan of Lilly's Farm and Dolls Fields". The plan itself has not survived. Item g is a Land Tax receipt of 1788 and i an undated receipt from Thomas French for "Repairs Lillies Farm."

B72 B -

April 11 1782 - Received then of Mr. Jas: Aynscomb the sum of one Hundred pounds as a part of a bond that is in my Hands - Wm: Brooks.
£100 Witness my Hand John Round.

B72 C -

Dec 9 1784 - Received then of Mrs. Aynscomb fifty Pounds as an other Part of a bond which is in my hand and all Interest Due to Michaelmas last I say Received by me Wm: Brooks.

B72 H -

1789 April 17 Received of Mrs. Aynscomb fifty Pounds as part of a bond which I have Received by me Wm: Brooks £50.0.0. Endorsed "5 per cent for five Hundd."

Harris MSS - B 73.

Literal transcript -

1791 Jany. 6 Mrs. Aynscombe Dr. to Wm. Culver.		
to one Days work fetching Elm timber	10.6	
15 to one days work for 5 horses and two men fetching Oke timber		11.0
to 50 Bundles of Bushes	5.3	
to 5 Bundles of Staks		2.6
2 dito of ..?..	1.0	
May 17 to 9 Bundles of Staks		
to 10 Rails at twopence halfpenny per Rail		2.1
August 9 to 22 Bundles of thatching Rods		15.8

to a hors and cart caring the Bushes a bout the Grown that Came from Godrington	1.0
Nov. 12 to a man mending the heages After the timber Wagon	1.6
to 2 half years Land Tax	10.10.0
to quit Rent	19.0
for two years Rent to be Deducted for a peec or parcle of Land now in the posstion of Alderman Crosby Esq. at 10s.6d. per anom	1.1.0
to two half years window Lits	<u>2.2.0</u>
	17.7.0
	<u>3.10.0</u>
	13.17.0

Harris MSS - B 74.

Mrs. Mary Aynscomb deceased. Charges of Probate.

Oath of Executrix and Attendance -	7s. 8d.
Registering, engrossing and collating the will and codicil -	1.15s.0d.
Probate under seal and stamps -	9.14s.2d.
Extracting the same -	6s.8d.
Clerk and parchment -	3s.6d.

total - £12.7s.0d.

Received 30 September 1793 of Mr. Harris the sum of twelve pounds seven shillings for the Probate of the will of the late Mrs. Mary Aynscomb deceased for Jenner and Bush
J. Cobb.

Harris MSS - B 75.

Abstract of the will of Mary Aynscomb of Chelsfield widow dated 4 June 1787.

To be decently interred at the discretion of my Executrix.
I leave the messuage, farm and lands called Lillys with the house, garden, lands, woods and appurtenances belonging in Chelsfield and now in the occupation of my aunt Mrs. Barbara Judd, and my messuage or tenement heretofore in the occupation of John Winson and now of William Gear, at Chelsfield, and all other my real estate whatsoever, subject to the estate of my aunt Barbara Judd in one moiety thereof for life, to my dear daughter Mary Harris and her assigns during her lifetime, she keeping the buildings and fences in sufficient repair;
"and from and immediately after the determination of that estate by forfeiture or otherwise I give and devise the same unto my friend Richard Waring of Reynold Smith in the parish of St Mary Cray Surgeon and his heirs for and during the natural life of my said daughter Mary Harris In Trust to support the contingent uses and estates hereinafter limited from being barred or destroyed and for that purpose to make entries and bring

actions as occasion shall be and require But nevertheless to permit and suffer my said daughter Mary Harris or her assigns to receive and take the rents issues and profits thereof to and for her and their own or [sic] uses during her natural life

And from and after her decease I do give and devise the same unto and to the use of all and every the children (if more than one) of her my said daughter lawfully begotten or to be begotten equally as tenants in common and to the heirs of ther several and respective bodies and if there shall be but one such child and all of them but one shall die without issue of their bodies or body lawfully begotten then I give and devise the same unto and to the use of such only child or only surviving child and the heirs of his or her body lawfully issuing ..."

For want of such heirs, I leave the estate to my own right heirs for ever, provided that it shall be lawful for my said daughter when in possession to lease the same or any part thereof for terms of up to 21 years.

All my money, stocks, household goods and chattels I leave to my said daughter Mary Harris subject to the payment of any just debts, funeral expenses and testamentary expenses.

I appoint my said daughter Mary Harris my sole Executrix.

Witnesses Enoch Holding, Sarah Geare, Richard May.

Codicil dated 10 August 1787 - I appoint my friend Mr. Richard Waring as Executor with my daughter Mary Harris and leave him 5 guineas in consideration of any trouble he may have in the Executorship. In all other respects I confirm my will.

Witnesses Sarah Geare, Enoch Holding.

Proved 3 October 1793 by Mary Harris wife of James Harris the daughter, with power reserved to Richard Waring.

Noted on probate act: Sworn under one thousand pounds W.W.

[This is a PCC will, the reference to the registered copy being PROB 11 / 1237 / 487]

Harris MSS - I 193 and 194.

Note - I 194 is a draft for I 193 and so has not been transcribed separately.

Indenture dated 4 January 1905 between (i) Selina Harris of 186 Anerley Road, Anerley in the County of London widow (ii) George St. Pierre Harris of 7 and 8 Ironmonger Lane in the City of London architect and (iii) William Fox of Lillys Farm Chelsfield, Kent, Farmer (the Lessee.)

Whereas under the will of John Harris late of Lilly Cottage, Bexley Heath, Kent dated 11 February 1867 and proved on 29 September 1873 the said Selina Harris is entitled to receive the annual rents and profits of the hereditaments heeby demised for her lifetime, and the said George St. Pierre Harris is entitled to the hereditaments in reversion expectant on her death; and whereas the said Selina Harris and George St. Piere Harris (the Lessors) have agreed to lease the said hereditaments to the said William Fox; this Indenture witnesses that the Lessors let to the Lessee for a term of 7

years commencing 29 September 1905 all that messuage with the barns, stables, granaries, outhouses and buildings, orchards, gardens and appurtenances and the several pieces of land, woods, underwoods and shaws therewith occupied (including a parcel of land and orchard at or near Lillys Cross and the two cottages standing thereon) containing in the whole about 121 acres, known as Lillys Farm Chelsfield, as delineated on the attached plan [see photocopy] whereon they are bordered in red, together with the fixtures listed in the annexed Schedule, excepting to the Lessors the Lime Trees near or at the North end of the garden adjoining the farmhouse with the boughs and branches thereof; [detailed conditions of the lease and farming covenants follow, not abstracted]

paying £170.10s.0d. per annum without any deductions (except for tithe rent charge, land tax and Landlord's Property Tax) - to be paid half-yearly commencing on 25 March 1906. [detailed Covenants and conditions follow, broadly as in previous leases - not abstracted except for the following which are new :]

"The Lessee will use his utmost endeavours to preserve the nests eggs and young of all partridges and pheasant and of all manner of game free from injury and will not remove the same ... from the places where they may be found except for the preservation thereof and when such removal shall become necessary then the Lessee shall and will take due and proper care of such eggs and young birds as aforesaid and endeavour to rear them..." [there is a note in the margin of an earlier folio - " William Fox shares the Shooting with G. St. P. Harris."]

The Lessors shall also have liberty to erect boards advertising any of the land for sale or lease for building purposes ... " in case the Lessors shall ... desire that any portion or parts of the lands hereby demised except the Homestead and pleasure grounds shall be delivered up to them for the purpose of sale or building or making roads and of such desire give six calendar months notice in writing to the Lessee ... then and in such case at the expiration of the notice the Lessee will surrender to the Lessors such portion of the said lands as shall be specified in such notice " ... [provisions for compensation to be paid and for a reduction of the rent in such case, etc., not abstracted.]

The Schedule above referred to.

Further left-hand bedroom - grate as fixed, rods, cranks and wires to bell - 3 shelves rail and pins in closet.

Men's attic - a spring bell in passage below, a spring bell, a rail and 7 wooden pegs.

Middle bedroom -- cranks and wires to bell.

Bedroom west - register stove, fixed iron rod, cornice to window, cranks and wires to bell.

Drawing room North - a bright register stove with marble chimney piece, cranks and wires to bell.

Small parlor - a register stove, windows, bath, and red bell pull cranks and wires.

Large parlor - a register stove, marble chimney jambs - a 4 foot 3 inch stout bronze fender with steel top and iron rests and set of fire irons, cranks and wires to bells.

In the closet - 3 shelves and boarded lining round.

Front entrance hall - the enclosure top of cellar stairs including door and side linings with spring catch and bolts - a painted closet with pair of doors,

6 shelves 3 feet wide and 2 locks, painted rail with 8 brass pins, a good 9 inch iron rimmed lock with brass knobs and escutcheon to front door, a cast iron knocker, 2 feet 9 inches barrel bolt and staples.

Kitchen - a rail and 4 wood and 1 brass hat peg, the enclosure of 2 closets with upright division 7 feet 6 inches high, 6 feet 4 inches wide, 2 feet deep with panelled doors and 5 drawers and panelled painted front. A 4 feet kitchen range with oven and boiler racks etc. as fixed - 2 new shelves in closet by fireplace, ironing board with 2 iron supports and 2 spring bells fixed.

Pantry - the 2 dresser boards and shelves as fixed, a coffee mill.

Brewhouse - an iron over door - a 22 inch copper fixed in brick with iron furnace and wood cover - a stone sink 3 feet 10 inches by 2 feet 4 inches with lead flushings and water pipe tank and pump on brick piers - a long shelf in window. a towel roller. A 6 foot dresser with potboard under. A narrow shelf over dresser.

Cellar - the ledged door to enclose recess with lock and key.

Dairy cellar - a meat safe with panelled door and wire sides.

Outside of the house - a Portland stone at front door 4 feet by 3 feet two and a half inches thick, wire guard to cellar window and 6 inch spring bell cranks and brass knob pull.

Front gate - cucumber frame with lights.

William Fox : signed sealed and delivered in the presence of Edmd. Sykes Solicitor, Suffolk House, Lawrence Pountney Hill, London E.C.

Harris MSS - J 210.

Title Deeds relating to a freehold estate called Lillys, the property of John Harris Esq.

26 May 1617 - Indenture between (i) Sir Anthony Aucher Kt. and Dame Hester his wife and (ii) James Stiles yeoman.

26 February 1646 - Feoffment from Sir Henry Hayman to James Styles.

27 December 1684 - Feoffment from Henry Langridge the son to Henry Know.

1 November 1692 - Lease from Henry Know and wife to Jeale.

13 July 1695 - Release from James Stiles to Sandys.

20 January 1696 - Settlement between James Stiles and Sarah Woodgate.

18 July 1706 - Indenture between Henry Langredge the younger and Henry Langredge the elder.

15 August 1726 [sic] - Confirmation by John Stiles of his father's will.

20 January 1726 - Probate of John Burton's will.

24 April 1730 - Probate of John Burton's will.

19 May 1733 - Deed of Partition of the Estate of the late John Stiles.

22 March 1734 - Release from William Phillips to Mr. James Burton the elder.

21 and 22 March 1734 - Release from Thomas Burton and others to James Burton the elder.

7 April 1735 - Mortgage from James Burton to Petty.

14 February 1740 - Probate of the will of James Burton.

2 June 1753 - Probate of the will of Mary Aynscomb.

2 October 1793 - Probate of the will of Mary Aynscomb.

15 March 1847 - Conveyance from Mr. and Mrs. Cole to Mr. James A. Harris and others.

10 May 1847 - Deed of Partition between Mr. James Aynscomb Harris, John Harris and George St. Pierre Harris.
Certificate of Acknowledgement.

10 July 1847 - received the above Deeds and documents
John Harris.

Additional documents.

These documents, which relate to Lillys Farm in the period 1903 to 1939, supplement the main Harris collection, and I have therefore continued the sequence in the catalogue relating to that series (which ends at K224). They belonged to the late Mrs. Clare Hogben of Crosshall, Chelsfield, and came to her from her father, the late Dick Sanderson, who bought the ruins of Lillys, the two cottages and the farm buildings, after they had been largely destroyed by a flying bomb in 1944.

Harris MSS - L 225.

Indenture dated 19 February 1903 between (i) George St. Pierre Harris of 7 and 8 Ironmonger Lane in the City of London, Architect and (ii) George Higgs of 44 Christchurch Road, Streatham Hill, County of London, Gentleman, George May of Grays Farm, St. Paul's Cray, Farmer and William May of Northfield, Orpington, Gentleman ("the Mortgagees.")

John Harris late of Lilly Cottage, Bexley Heath, Gentleman by his Will dated 11 February 1867 after appointing his wife Selina and William Beardsworth Fox Executors and making certain specific bequests, if he should die without issue gave all the residue of his real and personal estate to his Executors and their heirs in Trust that Selina might receive the rents and profits for life, and then after her death he gave (inter alia) Lillys Farm to the said George St. Pierre Harris and his heirs for ever. The said John Harris died on 4 September 1873 without issue and his Will was proved in the Principal Court on 29 September 1873.

By an Indenture of 21 October 1896 between (i) the said Selina Harris (ii) the said George St. Pierre Harris and (iii) William Fox, Lillys was demised to the said William Fox for a term of 9 years from 29 September 1896 at a rent of £184.17s.2d.

Now the Mortgagees at the request of George St. Pierre Harris have agreed to lend him £500. If this is not repaid with interest on 19 August next he will pay interest at 4% by half-yearly payments on 19 February and 19 August every year for so long as the capital remains unpaid.

George St. Pierre Harris as beneficial owner therefore grants to the said Mortgagees "all that the remainder and reversion in fee simple of the said George St. Pierre Harris expectant and to take effect in possession upon the decease of the said Selina Harris of and in All that messuage or tenement

with the barns stables granaries outhouses and buildings orchards gardens and appurtenances thereunto belonging and the several pieces or parcels of land woods underwoods and shaws to the said messuage belonging and therewith used occupied and enjoyed containing in the whole about 135 acres be the same more or less and commonly called or known by the name of Lillies [sic] Farm":

and also a piece of land or orchard at or near Lilly's Cross and the two cottages standing thereon, and a piece of land called Longridge lying in a field called Smallans [sic] and a piece of land adjoining Skibbs Lane, excepting only from this Conveyance such part of the orchard near Lilly's Cross as is delineated in the plan on the third page of these presents and thereon coloured pink.

To hold to the use of the said Mortgagees their heirs and assigns subject to the life interest of Selina Harris and the lease to William Fox. If George St. Pierre Harris shall on 19 August next repay £500 to the Mortgagees with interest they shall reconvey the premises to him at his expense.

L 225, continued

[Reference to powers of sale etc. - not abstracted.] George St. Pierre Harris covenants to produce the title deeds or writings mentioned in the attached Schedule and an abstract of title on request, and to deliver the said deeds to the mortgagees on the death of Selina Harris, or earlier with her consent.

The Schedule above referred to -

11 February 1867: Probate of Will of John Harris.

23 April 1900: Appointment of new Trustees made between (i) Selina Harris and (ii) George St. Pierre Harris.

21 October 1896: Counterpart Lease between (i) Selina Harris (ii) George St. Pierre Harris and (iii) William Fox.

Signed - George St. Pierre Harris; witness Edmd: Sykes, Solicitor, Suffolk House, Laurence Pountney Hill, London EC.

Indenture dated 23 June 1903 between (i) George Higgs, George May and William May ("the Mortgagees") and (ii) George St. Pierre Harris.

In consideration of the principal money and interest secured by the within written Indenture having been repaid, the Mortgagees hereby grant to George St. Pierre Harris all that the remainder and reversion in fee simple expectant and to take effect in possession upon the decease of Selina Harris in the premises comprised in the within written Indenture to hold in fee simple freed and discharged from all principal monies and interest.

Signed: George Higgs; witness Harriet ...?... Higgs spinster, 44 Christchurch Road, Streatham Hill.

George May; witness Jane Cocksedge, Grays Farm, St. Paul's Cray.

W. May; witness, Edmd: Sykes, Solicitor, Suffolk House, Laurence Pountney Hill, EC.

Endorsed - 19 February 1903: George St. Pierre Harris to George Higgs Esq. and others. Mortgage of reversionary interest in freehold hereditaments known as Lillys Farm Chelsfield, to secure £500 and interest.

23 June 1903: George Higgs Esq. and others to George St. Pierre Harris Esq.
Reconveyance.

Harris MSS (additional) - L 226

Indenture dated 24 June 1903 between (i) George St. Pierre Harris of 7 and 8 Ironmonger Lane in the City of London, Architect and (ii) Richard James May of Acorn Wharf, Old Kent Road in the County of London Timber merchant and William May of Northfield, Orpington, Gentleman.

[then as paragraphs 2 and 3 of L 225]

The Mortgagees [no doubt Richard J. May and William May, although they are not described as such in the opening paragraph] have agreed to lend George St. Pierre Harris £1000, and if this is not repaid with interest by 25 December next he will pay interest at 4% per annum by half-yearly payments on 24 June and 25 December each year for so long as the capital remains unpaid.

[then Conveyance of Lilles etc., arrangements to repay, reference to powers of sale etc., Covenant for production of title deeds and Schedule, as in paragraphs 5 to 9 of L 225, except that the amount is £1000 and the date for repayment is 25 December 1903]

Signed - George St. Pierre Harris, witness Edmd: J. Sykes, Solicitor, Suffolk House, Laurence Pountney Hill, London E.C.

There is a pencilled note at the bottom of page 1 - Mrs. J. Harris decd. 6 Nov. 1907.

Endorsed - 24 June 1903: G. St. Pierre Harris Esq. to William May Esq. and another. Mortgage of reversionary interest in freehold hereditaments known as Lilly Farm Chelsfield to secure £1000 and interest.

Two notes have been pinned to this Indenture -

(i) Notice - By Indenture dated 4 July 1903 the hereditaments comprised in this Mortgage were conveyed to Mr. Richard James May to secure the repayment of £1000 and interest thereon, subject to this Mortgage.

(ii) Note - On 3 December 1903 part of the land comprised in this Mortgage, containing 14a. Or. 28p, or thereabouts, was sold by Mrs. Selina Harris, the tenant for life, and Mr. George St. Pierre Harris, the remainder-man, with the consent of the Mortgagees, to H.P.E. Drayton, of Kingswood, Upper Warlingham, Surrey.

[pencilled note - "15 or 16 acres 30 May 1906 16a.1r.0."]

Harris MSS - L 227

Indenture dated 4 July 1903 between (i) George St. Pierre Harris of 7 and 8 Ironmonger Lane, in the City of London, Architect and (ii) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant.

[Then as paragraphs 2 and 3 of L 225.]

Whereas the said Richard James May has agreed to lend the said George St. Pierre Harris £1000, now the latter covenants that he, his heirs etc. will on 4 January next pay to Richard James May £1000 with interest at £4 % per annum, but if the capital remain unpaid then he will pay him interest for the same at the same rate in half yearly instalments on 4 July and 4 January every year.

In pursuance of this Agreement, George St. Pierre Harris grants to Richard James May all that the remainder and reversion in fee simple of George St. Pierre Harris expectant and to take effect in possession upon the decease of Selina Harris in -

all that messuage or tenement with the barns etc. and appurtenances and the land thereto belonging containing in the whole 135 acres known as Lillies Farm; and also all that piece or parcel of land or orchard situate at or near Lilys Cross and the two messuages or cottages standing thereon;

and also all that parcel of land called Longridge lying in a field called Great Smallams, and a parcel of land adjoining Skibbs Lane: excepting only from this Conveyance such part of of the orchard situate at Lilys Cross as is delineated and coloured pink on the plan drawn on the third page of these presents;

to hold to the said Richard James May his heirs and assigns subject to the life interest therein of Selina Harris and to the lease and a Mortgage of £1000 dated 24 June 1903 between (i) George St. Pierre Harris and (ii) Richard James May and William May.

[Reference to powers of sale, etc. - not abstracted.] Covenant to produce title deeds or writings mentioned in the attached Schedule - as in L 225.

Signed - G. St. Pierre Harris, witness Edmd: Sykes, Solicitor, Laurence Pountney Hill, London EC.

Endorsed - 4 July 1903: G. St. Pierre Harris Esq. to R.J. May Esq. - Mortgage of reversionary interest in freehold hereditaments known as Lillys

Farm, Chelsfield, Kent, to secure £1000 and interest subject to prior Mortgage.

Typed note attached to the Indenture: NOTE - On the 3rd. December 1903 part of the land comprised in this Mortgage, containing 14a.0r.28p. or thereabouts, was sold by Mrs. Selina Harris, the tenant for life, and Mr. George St. Pierre Harris, the remainderman, with the consent of the Mortgagees, to H.P.E. Drayton, of Kingswood, Upper Warlingham, Surrey.

Harris MSS - L 228.

Indenture dated 23 June 1908 between (i) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant (ii) George St. Pierre Harris of 8 Laurence Pountney Hill in the City of London, formerly of 7 and 8 Ironmonger Lane in the City of London, Architect and (iii) the said Richard James May and Harry Montague May of Acorn Wharf, Timber Merchants (hereafter called the Transferees);

Supplemental to the principal Indenture, a Mortgage dated 24 June 1903 [see L 226 for details]:

By an Indenture dated 3 December 1903 between (i) Selina Harris and George St. Pierre Harris (ii) the said Selina Harris (iii) the said George St. Pierre Harris (iv) the said Richard James May and William May (v) the said Richard James May and (vi) H....P.... Drayton

all that parcel of land (part of the hereditaments mortgaged) situate on the west side of Skibbs Lane Chelsfield and bounded on the North by land belonging to Waring and containing 14.0.28, forming part of the Southern portion of Lillies Farm, was conveyed to the said H.P. Drayton free from the Principal Indenture.

Also by an Indenture dated 30 May 1906 all that parcel of land (part of the hereditaments mortgaged) situate on the East side of Skibbs Lane, Chelsfield and containing 16.1.0, part of Lillies Farm, was conveyed to the said H.P. Drayton free from the Principal Indenture.

The said Selina Harris, the Tenant for life, died on 6 November 1907 and the sum of £1000 is still owing on the Mortgage in the Principal Indenture but all interest has been paid up to date. The I debt now belongs in equity to the Transferees jointly, and Richard James May has now agreed at their request to transfer it as follows -

1. He assigns to the Transferees all the sum of £1000 secured by the Principal Indenture and all interest due henceforth.
2. He as Mortgagee and George St. Pierre Harris as beneficial owner grant to the Transferees all those freehold hereditaments and premises comprised in the Principal Indenture except such parts as have been sold, as mentioned above.

3. George St. Pierre Harris covenants with the Transferees to pay the £1000 with interest on 24 June next or else to continue to pay interest at the same rate half-yearly on 25 December and 24 June every year.

Signed R.J. May: witness Geo: [?] H. May, 6 ? Inn, London, EC, Solicitor.

G. St. Pierre Harris: witness Edgar S. Curran, 137 Rosendale Road, Dulwich, S.E.

Endorsed: 23 June 1908: Mr R.J. May and another to Messrs. R.J. May and H.M. May. Transfer of Mortgage of Freehold premises known as Lillies Farm, Chelsfield, Kent.

Harris MSS - L 229

Indenture dated 19 November 1908 between (i) George St. Pierre Harris of 8 Laurence Pountney Hill in the City of London, Architect ("the Borrower") and (ii) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant ("the Lender".)

Supplemental to Indentures dated 24 June 1903 [see L 226] 4 July 1903 [see L 227] and 23 June 1908 [see L 228 .]

Whereas the principal sums of £1000 and £1000 remain owing together with some interest, the Borrower has requester the Lender to advance him the further sum of £500 on the same security and it has been agreed that security should be given for such further advance, , this Indenture witnesses that -

1. In consideration of £500 now lent by the Lender to the Borrower, the latter covenants to repay the said £500 on 12 January 1909 together with interest thereon at 4% per annum.
2. The Borrower shall repay any such new advance with interest due on the next day appointed for payment of interest.
3. If he do not repay both capital and interest, then the Borrower shall thereafter pay the Lender interest on the capital sum at 4% per annum, half yearly on 4 January and 4 July every year.

Harris MSS - L 230.

Indenture dated 22 January 1913 between (i) Richard James May and Harry Montague May both of Acorn Wharf, Frensham Street, Peckham, County of London, Timber Merchants (who are the legal Mortgagees of the hereditaments hereby demised - "the Landlords") (ii) George St. Pierre Harris of "Covert Corner", Orpington, Kent, Architect (the owner of the equity of

redemption of the said hereditaments) and (iii) David Langlands Pattullo of "Yarrow", Orpington, Kent, Farmer ("the Tenant".)

The Landlords and George St. Pierre Harris demise to the Tenant all Lillys Farm lands, the farm buildings and two cottages at Chelsfield, containing 96.314 acres or thereabouts as shown edged with red on the attached map [see photocopy]

except all timberlike trees and the bodies of all pollards, all mines and minerals and quarries lying in or under the premises, with liberty for the Landlords and George St. Pierre Harris and their servants at all times with or without horses, carts and carriages to enter upon the premises and to top, prune, graft, fell, stub up or carry away by means of horses and waggons the said mines and minerals and to do all such acts as they shall think necessary or expedient, paying to the Tenant for all damage that he may sustain.

Also excepting out of this demise unto the former Tenant William Fox the free use and enjoyment of the barns and buildings as shall be necessary for storing any crops, hay, straw and fodder until 25 March next, also allowing him a reasonable time for the removal of any crops that may not have been gathered at the date hereof.

Also reserving to George St. Pierre Harris during the term of this lease the right to shoot on the premises for any three days during each season and carry away for his own use the game, rabbits, hares and wild fowl then killed.

To hold the premises from 29 September 1912 for the term of 14 years, paying yearly £120 without any deductions (except for tithe rent charge, land tax and Landlords property tax and any charge or tax by Act of Parliament imposed upon the property and thereby made expressly payable by the Landlords or George St. Pierre Harris) by equal half-yearly payments on 25 March and 29 September in every year, the first payment of £30 [sic] to be made on 25 March next.

The Tenant covenants to pay the rent, and that he will pay and discharge all rates and taxes charged on the premises or occupier, with the exceptions noted above.

He covenants also to keep in good tenantable repair the farm buildings, cottages, stables and other erections not being structural repairs, gates, stiles, bridges, culverts, ditches, watercourses, fences and hedges for the time being on the premises in as good state as the same now are, the Tenant being allowed all materials including sawn timber but excluding paint, paper and distemper on the premises or within five miles thereof.

The Tenant covenants that he will once in every four years paint or tar with two coats of good oil colour or tar such parts of the outside of the said buildings, cottages, stables and erections as shall theretofore have been usually painted or tarred as the case may be; and whiten in like manner all such parts of the inside of the same as shall theretofore have been usually painted or tarred or papered, coloured or whitened.

The Tenant will not without the previous consent in writing of the Landlords or George St. Pierre Harris alter the hedges, ditches, fences or other marks or boundaries, and will in all respects cultivate and manage the lands hereby demised in a good proper and husbandlike manner as an Agricultural or market garden holding according to the best customary rules of husbandry practised in the neighbourhood and so as to keep the same clean and in good heart and condition:

and will not without the previous consent in writing of the Landlords and George St. Pierre Harris break up and put into tillage or plant as orchard any part of the hereditaments hereby demised. If this shall be done without such consent he will pay them £50 for every acre and so in proportion for any less quantity than an acre in which the same shall be done:

and will not mow the meadow land more than once in any season, and will do his best to preserve the timber trees pollards and saplings and the tops and lops thereof (save the tops and lops of pollards which have been usually lopped and topped):

and will not cut down fell or destroy or top, lop or prune any such trees, wood, pollards or saplings, and will not plant with top fruit trees an area exceeding ten acres and with bush fruit an area exceeding thirty acres, and will not erect or enlarge any buildings for the purpose of the trade or business of a Market Gardener.

He covenants not to do anything whereby any Policy of Insurance against loss or damage by fire on the farm buildings and cottages effected by the Landlords or George St. Pierre Harris may become void, or the premium increased, and will permit them or their agents access at all reasonable times to examine the state of repair and cultivation and in case the farm buildings etc. may be found defective or the lands may be found not to be in a good state of cultivation, notice will be given to the Tenant and (so far as the case will admit and his liability exists) he will make good such defects within 3 months after such notice has been given.

The Tenant is to permit the Landlords and George St. Pierre Harris to enter upon the premises for the purpose of fixing and maintaining notice boards (not exceeding three in number) advertising the land for sale or Lease for building purposes (but the same are not to be erected in a position reasonably objectionable to the Tenant) and will permit all persons by order of the Landlords or George St. Pierre Harris to view the said land and premises at reasonable times.

The Tenant will not assign any of the premises, cottages excepted, without licence in writing, but such licence shall not be arbitrarily withheld in the case of a proposed underlessee as to whose respectability and responsibility the Tenant shall give satisfactory evidence.

The Tenant will at the expiration or sooner determination of this lease deliver up the premises and all fixtures and additions not being tenant's fixtures in good tenantable repair. If the rent shall be unpaid by 21 days or if he shall assign any part of the premises without licence, or shall fail or neglect to perform any of the Covenants or become bankrupt etc. it shall be lawful for the Landlords and George St. Pierre Harris to enter into and hold the premises, but upon re-entry George St. Pierre Harris shall pay for the

Tenant's unexhausted interest in the land, crops and tenant right (less any sum due for rent) at a valuation to be made in the usual way.

George St. Pierre Harris covenants that if the Tenant pays the rent and performs the Covenants he will be permitted to enjoy quiet possession, but "if the Landlords or George St. Pierre Harris shall at any time during the term desire that any portion or portions of the lands hereby demised except the farm buildings and cottages shall be delivered up to them for the purpose of building or making roads and of such desire shall give three calendar months notice in writing to the Tenant or leave the same upon some part of the premises hereby demised (such notice to expire at any time of the year) then and in such case at the expiration of the notice the Tenant will surrender to the Landlords or the said George St. Pierre Harris such portion of the said lands as shall be specified in such notice upon the Landlords or the said George St. Pierre Harris paying to the Tenant compensation for crops and unexhausted tenant right and unexhausted dressings in respect of the lands specified in the notice and the Tenant shall be allowed a fair rent deduction regard being had to the nature and character of the land taken from the holding."

The Covenants shall continue to apply to the premises which continue to be held under this demise. The Landlords or George St. Pierre Harris may require the whole of the premises to be delivered up and if they require more than forty acres then the Tenant shall be at liberty to put an end to this demise on giving six calendar months notice.

At the expiration or sooner determination of this lease the Tenant shall be allowed a reasonable time for the removing of any crops, hay, straw and fodder and shall be at liberty to use such of the barns and buildings as shall be necessary for storing such crops etc. for six calendar months without being liable for the payment of any rent. The Landlords and George St. Pierre Harris shall pay to the Tenant a sum to be ascertained by valuation made in the usual manner for tenant right, labour to land, seeds, rent and rates on fallow lays and all other acts of husbandry beneficial to the holding and for unexhausted dressings and dung.

Until the Landlords shall by notice in writing given to the Tenant require payment to themselves of the reserved rent the same shall be paid to George St. Pierre Harris, and if no such notice has been given by the time the lease expires, the Tenant shall give up the premises to George St. Pierre Harris, his heirs or assigns.

Should any part of the premises be damaged or destroyed by fire the Landlords or George St. Pierre Harris shall restore them within a reasonable time, and they shall also from time to time repair the structure of the buildings and carry out all works required by the Authorities in respect of all sanitary and other requirements made by them unless caused by any neglect of the Tenant.

The Tenant shall upon giving six months notice be entitled to determine the lease at the end of the seventh year provided he shall have paid the rent and observed the Covenants.

Signed David L. Pattullo: witness Fred: Payne, Bromley, Kent, and 69 King William St. E.C., Land Agent.

Endorsed: 22nd. January 1913: Messrs. R.J. May, H.M. May and G. St. P. Harris to Mr. D.L Pattullo. Counterpart Lease of Lillys Farm Lands, Chelsfield, Kent.

Harris MSS - L 231

Indenture dated 21 December 1914 between (i) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant and (ii) George St. Pierre Harris formerly of 8 Laurence Pountney Hill in the City of London but now of Orpington, Kent, Architect.

Supplemental to an Indenture (" the Principal Indenture") dated 4 July 1903 [for details see L 227] being a Mortgage on Lilly's Farm for £1000, and also supplemental to Indentures dated 24 June 1903 [see L 226 for details] and an Indenture dated 19 November 1908 [see L 229 for details.]

Whereas by Indentures dated 3 December 1903 and 30 May 1906 [see L 228 for details] certain lands, part of the mortgaged premises, were conveyed to Henry Philip Ernest Drayton and Edward Norman respectively *, and on 2 February 1909 a further £500 was advanced by Richard James May to George St. Pierre Harris [see pencilled note on L 229] there is now owing to Richard James May a total of £2000, all interest having been paid up to date.

Selina Harris died on 6 November 1907, whereupon George St. Pierre Harris became the possessor of the premises in Fee Simple in possession subject to the Principal Indenture and the prior Mortgage therein referred to.

By an Indenture of Lease dated 22 January 1913 [see L 230 for details] all Lilly's Farm lands amounting to 96.314 acres, the farm buildings and two cottages were let for 14 years to David Langlands Pattullo from 29 September 1912:

now this Indenture witnesses that in consideration of £2000 now paid by George St. Pierre Harris to Richard James May , the latter as Mortgagee conveys to George St. Pierre Harris all the pieces or parcels of land messuages or tenements and all other the premises described in the Principal Indenture except for such parts as have been sold as described above:

to hold to George St. Pierre Harris in fee simple, freed from all claims and demands under the Principal Indenture and the Indenture of Further Charge but subject to the above mentioned Mortgage of 24 June 1903 and also to the lease of part of the premises to David Longlands Pattullo and as to the remainder to the tenancy of Herbert Birch.

Signed R.J. May: witness A.J. Symons, 42 Fawnbrake Avenue, Herne Hill S.E.

Endorsed: 21 December 1914 - Richard J. May Esq. to G. St. Pierre Harris

Esq: Reconveyance of Mortgage of Lilly's Farm, Chelsfield, Kent dated 4 July 1903.

* note: in document L 228 both pieces of land are mistakenly stated to have been conveyed to H. P. Drayton.

Harris MSS - L 232

Indenture dated 21 December 1914 between (i) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant and Harry Montague May of Acorn Wharf, Timber Merchant ("the Mortgagees") and (ii) George St. Pierre Harris formerly of 8 Laurence Pountney Hill in the City of London but now of Orpington, Kent, Architect ;

supplemental to an Indenture ("the Principal Indenture") dated 24 June 1903 [see L 226 for details] and also to an Indenture dated 23 June 1908 [see L 228 for details].

By Indentures dated 3 December 1903 and 30 May 1906 [see L 226 and L 228 for details] two parcels of land, part of Lilly's Farm, were sold, and on 6 November 1907 Selina Harris the Tenant for life died and the premises became vested in George St. Pierre Harris subject to the existing Mortgage, and to further Mortgage Indentures dated 4 July 1903 [see L L 227 for details] and 19 November 1908 [see L 229 for details] and to a Lease dated 22 January 1913 [see L 230 for details] whereby the farm buildings, cottages and land were let for 14 years to David Langlands Pattullo. The whole of the principal sum owing to the Mortgagees remains due but all interest has been paid to date.

In consideration of £1000 paid by George St. Pierre Harris to the Mortgagees they hereby convey to him and his heirs in fee simple subject to the lease to David Langlands Pattullo and the tenancy of Herbert Birch, all the mortgaged parcels of land, messuages or tenements and hereditaments except those conveyed by the Indentures dated 3 December 1903 and 30 May 1906.

Signed R.J. May, H.M. May; witness, A.J Symons, 42 Fawnbrake Avenue, Herne Hill, S.E, Clerk.

Endorsed: 21 December 1914: Messrs. R.J. May and H.M. May to G. St. Pierre Harris Esq. Reconveyance of Mortgage of Lilly's Farm, Chelsfield Kent.

Harris MSS - L 232

Indenture dated 21 December 1914 between (i) Richard James May of Acorn Wharf, Old Kent Road, County of London, Timber Merchant and Harry Montague May of Acorn Wharf, Timber Merchant ("the Mortgagees") and (ii) George St. Pierre Harris formerly of 8 Laurence Pountney Hill in the City of London but now of Orpington, Kent, Architect ;

supplemental to an Indenture ("the Principal Indenture") dated 24 June 1903 [see L 226 for details] and also to an Indenture dated 23 June 1908 [see L 228 for details].

By Indentures dated 3 December 1903 and 30 May 1906 [see L 226 and L 228 for details] two parcels of land, part of Lilly's Farm, were sold, and on 6 November 1907 Selina Harris the Tenant for life died and the premises became vested in George St. Pierre Harris subject to the existing Mortgage, and to further Mortgage Indentures dated 4 July 1903 [see L L 227 for details] and 19 November 1908 [see L 229 for details] and to a Lease dated 22 January 1913 [see L 230 for details] whereby the farm buildings, cottages and land were let for 14 years to David Langlands Pattullo. The whole of the principal sum owing to the Mortgagees remains due but all interest has been paid to date.

In consideration of £1000 paid by George St. Pierre Harris to the Mortgagees they hereby convey to him and his heirs in fee simple subject to the lease to David Langlands Pattullo and the tenancy of Herbert Birch, all the mortgaged parcels of land, messuages or tenements and hereditaments except those conveyed by the Indentures dated 3 December 1903 and 30 May 1906.

Signed R.J. May, H.M. May; witness, A.J Symons, 42 Fawnbrake Avenue, Herne Hill, S.E, Clerk.

Endorsed: 21 December 1914: Messrs. R.J. May and H.M. May to G. St. Pierre Harris Esq. Reconveyance of Mortgage of Lilly's Farm, Chelsfield Kent.

Harris MSS - L 233

Indenture dated 22 December 1914 between (i) George St. Pierre Harris of Orpington, Kent, Architect ("the Borrower") and (ii) Oswald Vinson of Ruxley, Fooks Cray, Kent, Farmer ("the Lender".)

The Borrower is seized in Fee Simple in possession free from incumbrances

of the hereditaments hereafter mentioned. In consideration of £2000 now paid to him by the Lender, the Borrower agrees that if he does not repay this sum with interest at the rate of four and a half percent on 25 March next then he will pay interest at this rate half-yearly on 24 June and 29 September in every year.

The Borrower hereby conveys to the Lender all that messuage or dwellinghouse called Lilly's House, Chelsfield, with the stables, outbuildings, yards, gardens, meadow and fruit orchards thereto belonging containing in the whole 7.806 acres, as the same is now in the occupation of Herbert Birch;

and also all those parcels of land with the two cottages and other buildings erected thereon, known as Lilly's Farm, Chelsfield and containing in the whole 96.314 acres as the same are now in the occupation of David Langlands Pattullo under a Lease dated 22 January 1913 [see L 230 for details .] The premises are delineated on the plan annexed hereto whereon they are distinguished by a red border [see photocopy.]

to hold the premises to the use of the Lender in Fee Simple subject to this Lease and the proviso for redemption [details not taken.]

The Borrower covenants that during the continuance of this security he will keep the premises insured against loss or damage by fire, and will keep the buildings in good order.

The powers of leasing conferred by section 18 of the Conveyancing and Law of Property Act 1881 shall be exercised only by the Borrower personally and shall not extend to persons claiming under him and shall be restricted to the grant of occupation leases for any term not exceeding 21 years.

Signed G. St. Pierre Harris: witness Edmund G. Sykes, Solicitor, Suffolk House, Laurence Pountney Hill, London, E.C.

Memorandum. By a Conveyance dated 29 September 1927 made between (i) George St. Pierre Harris (ii) Francis Holland Dorling (Mortgagee) and (iii) Maysol [?] Clara Matthews, a piece of land (being the most northerly part of the piece of land comprised in the within mortgage which abuts on the west side of the road leading from Chelsfield to St. Mary Cray) having a frontage of 100 feet to the road leading from Chelsfield to St. Mary Cray and a width at the rear of 167 feet containing one acre which said land forms part of Lilly Farm, was conveyed to the said Maysol Clara Matthews freed and discharged from the within written mortgage.

Endorsed: I Francis Holland Dorling of the Crouch, Seaford, Sussex, D.S.O., Colonel in H.M. Army, hereby acknowledge that I have this 8 July 1932 received £2000 representing the balance remaining in respect of the aggregate principal money secured by the within written Mortgage and by a deed of Transfer of mortgage and further charge dated 7 April 1922 made between (i) Oswald Vinson (ii) George St. Pierre Harris and (iii) Evelina May Fraser Mackintosh together with all interest and costs, the payment having been made by George St. Pierre Harris.

Signed F.H. Dorling: witness, M. Hylands, South View, South Street, Lewes,

Sussex, Spinster.

22 December 1914: George St. Pierre Harris Esq. to Oswald Vinson Esq. Mortgage of freehold hereditaments known as Lilly's Farm, Chelsfield, Kent to secure £2000 and interest.

Harris MSS - L 234

Agreement dated 14 May 1918 between (i) George St. Pierre Harris of Orpington, Architect and (ii) Oswald Vinson of Ruxley, Foots Cray, Farmer.

By an Indenture dated 22 December 1914 [see L 233 for details] Oswald Vinson lent George St. Pierre Harris £2000 on the security of Lilly's Farm, Chelsfield, subject to the payment of interest at the rate of £4.10s. % per annum, and the principal sum remains owing.

It is now agreed that the rate of interest shall now be raised to £5 % per annum as from 25 April last.

Signed G. St. Pierre Harris; witness, Edmund C. Sykes, Solicitor, 2 Laurence Pountney Hill, London.

Endorsed 14 May 1918: George St. Pierre Harris Esq. to Oswald Vinson Esq. Agreement to increase rate of interest on Mortgage of Lilly's, Chelsfield, Kent.

Harris MSS - L 235

Report dated 16 February 1922 on paper headed R.A. Jack, M.S.A., architect and surveyor, Peninsular House, 28 Monument Street. London Bridge, E.C., London, and at Sidcup, Kent.

It is addressed to Messrs. Leighton and Savory, 61 Carey Street, Lincoln's Inn, W.C.2., and a plan is attached (see photocopy.)

In accordance with your instructions I attended at Chelsfield, Kent, on the 29th. of January, 1922, and surveyed the Freehold Properties known as "Lilly's House" and "Lilly's Farm" and beg to submit my Report and Valuation herewith.

1. LILLY'S HOUSE.

This is an attractive old fashioned residence on the outskirts of the Village of Chelsfield, comprising stabling, good out-buildings etc.etc. and about eight acres of land, as shown coloured red on the accompanying plan.

Chelsfield is one of the few old world villages within sixteen miles of London

which has not been spoiled by modern building. The house is situated on high ground commanding a fine view of the Cray valley and is one mile from Chelsfield Station, one and a quarter miles from Knockholt Station and two and a quarter miles from Orpington Station, all on the South Eastern and Chatham Railway, so that it is very accessible from London, the journey taking from 35 to 40 minutes.

The older portion of the house, which is evidently of Tudor construction, is reputed to have been built in the year 1560 and contains some fine oak timbers and a king-post. The wing is said to have been added in the reign of Queen Anne and the house has been altered enlarged and modernised within recent years by the addition of a Bathroom, two lavatories, W.Cs. etc. The whole is of substantial red brick construction, the roofs being tiled. New stoves have been fixed as also a new staircase from the ground to the first floor; gas and water are laid on and the drainage is to a modern type of cesspool.

The soil is gravel upon chalk. The house is generally in a good structural and decorative state of repair. The annexed plan shows the situation of the house, orchards, paddock, garden and outbuildings.

Accommodation.

Second Floor. Three good attic bedrooms and a large store room.

First Floor. Five bedrooms, bathroom with hot and cold supply and W.C.

Ground Floor. Drawing room with panelled walls, Smoking room (also panelled) and Dining Room (formerly the Kitchen) with massive oak beams and panelled wainscoat, large Kitchen with modern range, scullery, coal store, lavatories (H. and C.) cloak room and W.C. There is also a Servants' W.C.

Basement. Dairy and large cellars.

Outbuildings. These are generally in a good structural state of repair and comprise the following: -

Large coach-house or garage, two stall stable, loose-box, harness room, etc. built of red brickwork and tiled, with a loft over the stable.

There are also three large cart sheds and a large coal and timber shed constructed of timber, with slated or tiled roofs and a Granary substantially built in timber with slated roof.

I understand the lessee is about to enlarge the Granary and convert it into a gardener's cottage and he informs me that the plans for this alteration have been passed by the local authorities, and, in view of the shortage of cottage accommodation I have no doubt that this improvement will enhance the selling and letting value of the property.

There is also a large orchard of about three acres containing upwards of 250 trees (apples, plums, greengages, damsons etc.) a cherry orchard of a little over an acre containing about 60 fine old trees which I am told are very productive and on the other side of the road, in front of the house, an orchard of about three-quarters of an acre.

There is also a paddock of about an acre and a large kitchen garden. In front and at the side of the house there is a well laid out flower garden with rockeries etc. - the whole comprises about eight acres.

I am instructed that the premises are let on lease to Mr. Clarence F. Leighton for a term of 14 years from the 25th. of March 1919, determinable by the lessee at the end of the third, seventh or tenth year, at a rental of £120 per annum, the lessee being responsible for payment of the fire insurance premium up to £2000, and for repairs other than structural. I am also instructed that land tax amounting to £2.2.11 per annum is payable by the owner.

I consider that the present rental is very low, situated as it is within 16 miles from London, with reasonably good train service, and possessing as it does the modern advantages of gas and water supply. The residence is of the old fashioned type so much sought after in these days by City men and would, in my opinion, if vacant command a ready market, either by way of sale or on lease at a considerably higher rent, indeed I do not think there would be any difficulty in letting it upon lease at £150 per annum.

2. LILLY'S FARM.

This property comprises 96.314 acres of land with farm buildings and two cottages etc. as shewn and coloured green on the annexed plan.

The farm buildings appear to be structurally sound and are generally in a good state of repair. In addition there are two Army huts, a galvanised iron bungalow - comprising two cottages - and sheds (not shewn on the plan.) These buildings appear to have been recently erected and are in a good state of repair. I am instructed that in view of the conditions under which these buildings were erected no claim against the owner for compensation under the Agricultural Holdings Act can arise on the determination of the Lessee's tenancy.

Over ten acres of this property are woodlands as indicated on the plan and therein described as "Lilly's Wood", the remainder of the land is under cultivation and appears to be well farmed.

The land has a frontage of about 2000 feet on the East side and about 900 feet on the West side of the Road leading to St. Mary Cray and also a frontage of say 1500 feet on the East side of Lilly's Wood to the road leading to Sage Wents, and may therefore, in the course of time become valuable for building purposes. I note that the Lessor has reserved the right on giving three months notice, to take up certain land up to 40 acres in extent, for the purpose of sale or building or making roads subject to a proportionate reduction in the rental and payment of tenant right. I note also that the property is let exclusive of mineral, timber and shooting rights.

Accommodation

Farm buildings - three stall stable with loft over, also an eight stall stable and harness room, all faced with red bricks and with tiled roofs.
Cow shed, brick built with tiled roof.

Piggeries, brick built with slated roofs.
Two fairly large barns of timber construction.

I am instructed that this Freehold property is let on Lease to Mr. David Longlands Patullo of "Yarrow", Orpington, Farmer, for a term of 14 years from the 29th. September 1912 (determinable by the Lessee at the end of the first 7 years or on giving six months notice in writing in the event of the Lessor requiring more than 40 acres for the purposes before described with certain rights to the Lessee in that event) at a yearly rental of £120.

It will be noted that the lease was granted in 1912 when agricultural land did not command anything like its present rental value. This farm appears to be let at an extremely moderate rent and if it became vacant there should be, in my opinion, no difficulty in obtaining a rent of say £1.15/- per acre.

I am advised that land tax amounting to £1.18.9 per annum is payable by the Owner in respect of the farm land and that the two properties are subject to a tithe rent charge commutation of £33.11.10 which is also payable by the Owner.

I estimate the present realistic value of the two properties - "Lilly's House" and "Lilly's Farm" as before described and shown on the accompanying plan and coloured red and green respectively - subject to the payment of land tax and tithe rent charge commutation of £4.1.8 and £33.11.10 respectively - is FOUR THOUSAND FIVE HUNDRED AND NINETEEN POUNDS but this Valuation is based upon the existing leases, at what I consider inadequate rentals, and without taking into consideration the prospective value of the farm land for building purposes.

I am therefore of opinion that if the property could be sold with vacant possession it would command a substantially higher price, in other words that it is a property which will probably increase in value rather than deteriorate.

I consider that it forms a good security for a loan upon mortgage of £2500 at six and a quarter per cent reducible to five and threequarters percent and that Mrs. Fraser Mackintosh may be safely advised to advance that amount on mortgage.

Yours faithfully

R.A. Jack.

Harris MSS - L 236

We Harry Aynscomb Minshaw Haris of Goddington, Chislehurst, Kent and George St. Pierre Harris, of Covert Corner, Orpington, Kent, Architect, do solemnly and sincerely declare as follows -

First I the said Harry Aynscomb Minshaw Harris for myself say:-

1. I am 56 years of age and am the son of James Aynscomb Harris who was

the elder brother of John Harris late of Lilly Cottage, Bexley Heath, Kent deceased, who died on 4 September 1873.

2. I knew and was well acquainted with the said John Harris and his wife Selina Harris, having stayed with them at Lilly Cottage prior to his death, and having seen and conversed with Selina Harris between that time and the date of her death.

3. The said John Harris was married once only namely to the said Selina, who survived him and died on 6 November 1907 at 186 Anerley Road, Penge, Kent.

4. There was no issue of the marriage of the said John and Selina Harris.

5. I am well acquainted with the said George St. Pierre Harris my co-declarant, having known him during the whole of his life. He is the son of George St. Pierre Harris, the younger brother of the said John Harris.

6. I depose to the above facts from my own knowledge or family repute.

And I the said George St. Pierre Harris for myself say :-

7. Since the death of the said Selina Harris I have been in undisputed possession of the freehold estate known as Lillies or Lillys Farm in Chelsfield, Kent, which belonged to the said John Harris, and in receipt of the rents and profits thereof in accordance with his will.

We make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

Declared by the said Harry Aynscomb Minshaw Harris at 2 Laurence Pountney Hill in the City of London 4 April 1922 - Harry A.M.Harris.

Before me Alfred R. Deurman, A Commissioner for Oaths.

Declared by the said George St. Pierre Harris at 2 Laurence Pountney Hill, 7 April 1922 - G. St. Pierre Harris.

Before me Alfred R. Deurman, A Commissioner for Oaths.

Endorsed: Dated 4th. and 7th. April 1922: Statutory Declaration of Messrs. H.A.M. Harris and G. St. Pierre Harris.

Harris MSS - L 237

Indenture dated 7 April 1922 between (i) Oswald Vinson of Ruxley, Foots Cray, Kent, Farmer ("the Transferor") (ii) George St. Pierre Harris of Covert Corner, Orpington, Architect ("the Borrower") and (iii) Eveline May Fraser Mackintosh of Brackloonagh, Branksome Park, Bournemouth, Hants. widow ("the Mortgagee").

This is supplemental to an Indenture of Mortgage ("the Principal Indenture") dated 22 December 1914 [see L 233 for details] and to a deed dated 14 May 1918 [see L 234 for details] :

and also to a Lease dated 20 February 1919 [not among this collection] between (i) the Borrower and (ii) Clarence Frank Leighton, whereby Lilly's House and lands amounting to 7.806 acres, which had been in the occupation of Herbert Birch, were let to the said Clarence Frank Leighton for a term of 14 years from 25 March 1919 at £120 per annum.

The sum of £2000 outstanding on the Mortgage in the Principal Indenture is still due but all interest thereon has been paid up to date: the Mortgagee has agreed at the request of the Borrower to pay this £2000 to the Transferor and to advance to the Borrower the further sum of £500 upon having the aggregate sum of £2500 with interest duly secured on the mortgaged premises.

:

In consideration of £2000 now paid by the Mortgagee to the Transferor, the latter hereby assigns to the Mortgagee all the principal sum of £2000 and all interest henceforth to become due.

In consideration of the payment of this £2000, and the additional sum of £500, now paid by the Mortgagee to the Borrower, the latter hereby covenants to pay the interest thereon at the rate of six and a quarter per cent per annum by equal payments on 29 September, 25 December, 25 March and 24 June in every year.

The Transferor hereby conveys to the Mortgagee all the lands and hereditaments comprised in the Principal Indenture, in fee simple, subject to the two leases mentioned above.

[provisions for repayment, details not taken].

The Borrower shall not except with the consent of the Mortgagee in writing lease any of the premises for any term exceeding 3 years.

[other Covenants, details not taken].

Signed Oswald Vinson: witness, F.T. Lawrance, "Ayot", North Cray, Kent, Secretary.

G. St. Pierre Harris: witness, Winnifred Bailhache [?] St. ...? Hotel, Bath, Hotel Proprietress.

Endorsed: 7 April 1922: Oswald Vinson Esqre. and G. St. Pierre Harris Esq. to Mrs. E.M. Fraser Mackintosh. Transfer of Mortgage and Further Advance.

Memorandum that on 25 March 1928 the sum of £500 was paid off the within mentioned principal sum of £2500 leaving the sum of £2000 for principal still remaining due thereunder.

Harris MSS - L 238

Indenture date 27 June 1925 between (i) Ernest Jeffery Charles Savory of 61 Carey Street, Lincolns Inn, London, Solicitor and Annie Louisa Houghton of "Little Moy", Wellington Road, Bournemouth ("the Trustees") and (ii) Constance Elizabeth Dorling ("the Transferee") of "Duns", Farnborough, Hants., wife of Francis Dorling, a Colonel in H. M. Army.

By a Mortgage dated 22 December 1914, Oswald Vinson lent George St. Pierre Harris £2000 on the security of Lillys House and lands [see L 233 for details] and by an Agreement dated 14 May 1918 the interest was raised to 5% [see L 234 for details]. By an Indenture dated 20 February 1919 Lillys House was let to Clarence Frank Leighton for 14 years [Lease not among this collection] and by an Indenture dated 7 April 1922 the Mortgage was transferred from Oswald Vinson to Eveline May Fraser Mackintosh and a further sum of £500 was advanced on the same security [see L 237 for details].

By her Will dated 22 June 1908 the said E.M.F. Mackintosh in the event of her father Richard David Holland predeceasing her (which event happened) appointed the Trustees and Executors of her Will and after bequeathing her jewels, watches, personal ornaments and wearing apparel and certain annuities and pecuniary legacies, devised all her real and personal estate and effects to the use of her Trustees upon Trust to sell the same and to pay her debts, funeral expenses and legacies and to make provision for any annuities and duty, and to stand possessed of one seventh part of the residue of the moneys arising from the sale upon Trust for six persons therein named (one of whom was the Transferee) such as were living at her death, in equal shares as tenants in common. The said E.M.F. Mackintosh died on 29 December 1924 and her Will was proved by the Trustees on 4 March 1925

The principal sum of £2500 due on the Mortgage is outstanding, and the Transferee has agreed to accept the transfer in satisfaction of her share of the residuary estate of E.M.F. Mackintosh.

Now the Trustees as Personal Representatives of the said E.M.F. Mackintosh deceased hereby assign to the Transferee the principal sum of £2500, and grant and convey to the Transferee all the mortgaged premises in fee simple, subject to the two leases.

Signed by the above-named Ernest Jeffery Charles Savory: witness L.E. Sabben, 19 Victoria Road, Bexley, Kent, Clerk

Signed by the above-named Annie Louisa Houghton: witness, Janet S. Houghton, Little Moy, Bournemouth, spinster.

Signed by the above-named Constance Elizabeth Dorling: witness [in fact not signed or witnessed].

Endorsed: 27 June 1925: The Trustees of the Will of Mrs. Eveline M. Fraser Mackintosh deceased to Mrs. Constance E. Dorling: Transfer of Mortgage.

Harris MSS - L 239

Transfer of Mortgage dated 26 April 1927 between (i) Constance Elizabeth Dorling of "Duns", Farnborough, Hants., wife of Francis Dorling, a Colonel in H.M. Army ("the Transferor") and (ii) Francis Holland Dorling of The Crouch, Seaford, Sussex, a Colonel in H.M. Army, D.S.O, a son of the Transferor ("the Transferee").

This deed is supplemental to the following deeds -
A Mortgage ("the first principal Deed") dated 22 December 1914 [see L 233]:
A Deed of Transfer of Mortgage (" the second principal Deed") dated 7 April 1922 [see L 237]:
A Deed of Transfer of Mortgage dated 27 June 1925 [see L 238].

"By virtue of the Law Of Property Act 1925 the property comprised in the first and second principal Deeds became vested in the Transferor for a term of three thousand years without impeachment of waste subject to cesser on redemption under the second Principal Deed Subject thereto in the said George St. Pierre Harris for an estate in fee simple.

The Transferor in consideration of the natural love and affection which she bears towards her son the said Transferee has agreed to transfer to the Transferee the benefit of the first and second Principal Deeds."

This Deed witnesses that the Transferor as Mortgagee conveys to the Transferee the benefit of the First and Second Principal Deeds.

Signed - Constance Elizabeth Dorling: witness, B.A. Vian [?], 3 Whitehall Place, London, S.W., Bank Official.

Endorsed: 26 April 1927: Mrs. C.E. Dorling to Colonel F.H. Dorling D.S.O, Transfer of Mortgage.

In pencil - Leyton and Savory, 61 Carey St., Lincolns Inn. 18689/27.

Harris MSS - L 240

16 May 1927: Record under Agricultural Holdings Act 1923: Lilly's Farm, Chelsfield, Kent - Knight Frank and Rutley, 20 Hanover Square, W.1.

A record of the state and condition of Lilly's Farm Chelsfield, under the Agricultural Holdings Act 1923, as at the commencement of the tenancy of Messrs. Hoeltschi.

Area - 95.1.10 (more or less).

No. on plan - 1 [plan is not with the document.]

Cottages and homestead

Weather-boarded and slated barn

A few tiles slipped on South West side. One pane of glass requires renewing. Length of guttering on South West side requires replacing. Slates in centre of roof have slipped.

Pt. 4 - Range of Brick and Tiles Stables with Granary over

Double doors to Stable require repainting. Woodwork at base to same is decayed. A few tiles on N.E. and S.W. side require replacing. The brick wall projects out of line with double doors.

Pt. 4 - Brick and Slated Stables with Loose Box adjoining

Two panes of glass need repairing. All outside woodwork requires repainting.

2 - Weatherboarded and slated Granary and Store Shed.

Two lengths of guttering require replacing.

1a - Pair of Brick, Weatherboarded, Weathertiled and Tiled cottages

Two lengths of guttering require replacing.

Eastern Cottage

The weathertiling requires rehangng. Brick work at apex of chimney needs relaying. The guttering, front door and all exterior woodwork requires painting where previously so done. The garden is completely neglected and overgrown. Two windows in front broken.

Western cottage

Lean-to Shed on Western side requires about half a square of new tiling. The guttering, front door and all exterior woodwork requires painting where previously so done. Small Kitchen Garden is well cultivated. Chimney-pot has fallen and broken a square yard of tiles leaving a big hole in roof.

The inclusion or non-inclusion of the after-mentioned buildings in this record depends on the result of the arbitration between Messrs. St. Pierre Harris and Pattullo.

6 - Pair of Brick, Cement Foundation and Galvanised exterior Cottages

All the exterior galvanised iron sheeting and woodwork requires repainting. Front door is old and decayed, and sill needs renewing. The garden is very overgrown and neglected. The wood fence round garden requires replacing.

7 - Large weather-boarded and felt roofed building on brick piers used as Annexe to the pair of brick and tiles cottages.

The window sills and other exterior woodwork need repainting. There is no guttering on North side. Short length of weather-boarding slipped. Weather-boarding requires creosoting.

8 - Brick foundation, weather-boarded and felt roofed Workshop and Garage.

Woodwork requires tarring.

14 - Large weather-boarded and Felt roofed Store Shed.

The window sills and window frames require painting and boarding creosoted. Roof warped, and requires new felt top to make it watertight.

15 - Range of Cobble, Galvanised iron, and slated Piggeries for Eight.

Interior requires whitewashing. A few slates need replacing where slipped. The gutters require painting and oxidising. New gate required adjoining this building and short length of wall repointing.

13 - Large Open Brick and Corrugated Iron Lean-to shed.

The major portion of the galvanised sheeted roof requires renewing. This is practically useless.

12 - Range of Six Timber and Corrugated Iron Piggeries.

The whole of the interior requires whitewashing.

Weather-boarded and Galvanised roofed Open Shed with Cement Floor.

Guttering requires repainting. One Down pipe needs replacing. All the Wood Work requires creosoting.

Generally the Farm Buildings are in very fair repair, with the exception of the Cottages. The grass enclosure being Pt. 360, in which the above mentioned buildings are situate is in a very rough and neglected state.

The numbers referred to are those of the Ordnance Map 1909 Ed.

No. 401 - Arable, 18.483 acres.

The high hedge round the Southern portion of this field requires laying, and there is no ditch along this length. The hedge on the East side is well trimmed, but requires gapping in four places. There is no hedge where this field adjoins nos. 419 and 423. There is a high wood hedge where it adjoins no. 422. The land generally is very grassy and full of thistles and docks, with a strip of nettles along the Eastern boundary.

No. 419 - Arable, 15.693 acres.

Hedge on South-East side needs trimming. Road hedge on East side is in very good order. There is no fence between this and no. 420. There is a high wood hedge on the West side. There are no gates on the roadside, and two large gaps require stopping. The land is full of grass, chickweed, groundsel and is very dirty.

No. 420 - Arable, 7.620 acres.

Hedge on the East side is a road hedge and in good trim. On the West side is

a wood hedge, where it adjoins no. 422. The hedge on the North side requires laying and trimming. The land is in good heart.

No. 423 - Arable, 6.201 acres.

There is a wood hedge on the East side where it adjoins no. 422. There is a good road hedge on the West which requires gapping in a few small places. The hedge at North end requires topping. The land is mainly well cultivated.

No. 422 - Wood, 10.412 acres.

The corrugated iron and cement floored Pig Shelter has been dismantled, with the exception of the semi-circular galvanised iron bomb proof shelter.

No. Pt. 426 - Arable, 11.464

There is a good road hedge on the East side but it requires gapping in a few places. The hedge on the Northern boundary is in good order. There is no fence between this field and that on the western side, nor is there any fence along the greater portion of the Southern side. The Cattle Yard formed by galvanised iron sheets and a semi-circular bomb proof Shelter, is half-dismantled and very old. The land generally is very grassy and full of weeds.

No. 428 - Arable, 22.075 acres.

There is a wood hedge on North West and Southern boundary. Hedge on Western side requires laying. The land is mainly very dirty with grass and thistles.

No. 429 - Wood, 1.479 acres: Pt. 446 - Wood, 1.000 acres.

[no comments]

Generally:

The greater portion of the Arable land is in a very neglected and foul state of cultivation. There are no gates at all on the land, but the fences are generally well laid and serviceable.

Signed: G. Hoeltschi, W. Hoeltschi.

Harris MSS - L 241

Lease dated 11 August 1927 between (i) George St. Pierre Harris of Covert Corner, Orpington, Architect ("the Landlord") (ii) William Hoeltschi and George Hoeltschi of Orpington Farmers ("the Tenants") and (iii) Elwin Plummer of High Street, Orpington, Contractor ("the Guarantor").

The Landlord demises to the Tenants all that Farm called Lillys Farm, Chelsfield, together with the farm buildings and cottages, containing in the whole 95.314 acres or thereabouts, as shown edged with red, and green edged with red, on the attached map [see photocopy] ;

excepting to the Landlord firstly all mines, minerals, stone, flints, sand, gravel, clay, marl and underground substances of every description, with liberty to the Landlord to enter, search for, dig, get and carry away the same and to sink necessary pits and shafts, making suitable abatement in the rent to the Tenants in compensation;

secondly all timber, timber-like trees, pollards, saplings and underwood, with right of entry with workmen and teams to mark, fell, cut and carry away the same;

thirdly the right to shoot on the premises for any three days during each season and to carry away the game, rabbits, hares and wildfowl then killed;

fourthly all rights of way hitherto used across any part of the farm by the Landlord or his tenants in respect of other property of the Landlord;

fifthly the right for the Landlord and others by his authority to enter upon every part of the farm to inspect it and for all other reasonable purposes including the planting of trees and of making other improvements;

" sixthly the right to resume possession of any part of the farm for the building of residences, mining, roadmaking or any other purpose specified in Section 27 of the Agricultural Holdings Act 1923 (not being the use of the land for agriculture) or for selling or leasing any part of the farm for the foregoing purposes upon giving two months previous written notice and making reasonable compensation either by the substitution of other land acceptable to the Tenants or by reduction of rent and also making compensation for every crop or preparation for a crop on the land taken possession of and otherwise under and in accordance with the provisions of the Agricultural Holdings Act

provided always that the right lastly hereinbefore excepted and reserved to the Landlord shall not be exerciseable by the Landlord so far as regards the building of residences or the sale or leasing of land therefor except in respect of such part or parts of the Farm as front and abut on an existing public road to and to the extent shewn on the said plan annexed hereto by the green colouring edged with red."

The lease is to run from 29 September 1926 for the term of 21 years at the rent of £205 per annum payable in equal half-yearly payments on 25 March and 29 September in each year, free from all deductions except for tithe rent charge, land tax and Landlords Property tax and any tax imposed by Act of Parliament, the first payment to be made on 25 March 1927.

The Lessees shall have liberty to determine the lease at the end of the seventh or fourteenth year of the 21 year term provided they give six months' previous notice in writing.

The Tenants covenant to pay the rent and all existing and future outgoings payable by law except the tithe rent charge, land tax and Landlords property tax.

They covenant also "to keep in good tenantable repair and condition as the same now are as shewn by a Record to be prepared and signed by both

parties the farm buildings cottages stables and other erections gates stiles bridges culverts ditches watercourses fences and hedges for the time being in the demised premises and during the third and seventh year of the said term to paint or tar with two coats of good oil colour or tar such parts of the outside of the said buildings cottages stables and erections as shall theretofore have been painted or tarred as the case may be " and similarly the inside of the same.

Not to alter the hedges, ditches or boundary marks or to erect any new buildings: to clean out and keep open the ditches, gutters and drains etc.: "to use the farm for farming purposes or (except as regards such part or parts of the Farm as front and abut on an existing Public Road and as are delineated on the plan hereto annexed and are thereon coloured green edged with red) for market garden purposes only" and to cultivate the land in a husbandlike manner according to the best customary rules of husbandry practised in the neighbourhood.

Not to break up into tillage or plant up as orchard any part of the meadow or pasture land, nor mow the meadow land more than once in any season: to preserve and not to fell the timber trees, pollards and saplings: not to plant with top or bush fruit trees any areas as front on an existing Public Road, as shown on the plan by the green colouring edged red.

Not to do anything on the premises which might make void or affect any insurance policy taken out by the Landlord: to permit the Landlord to enter into the premises to examine the state of repair and cultivation: to permit the Landlord to enter the premises for affixing not more than three notice boards advertising the land for sale, and to permit all persons by order of the Landlord to view the premises at reasonable times.

At the expiration of two months notice to yield up to the Landlord any portion of the premises that may be required by him for building, mining or road making, or any other purpose: to yield up the farm at the determination of the tenancy in good condition: "not to do anything which may be a nuisance or annoyance to the Tenants

L 241, continued

or occupiers of Lilly's house or any residences which may be erected by the Landlord or his grantees upon land that may be surrendered under the sixth reservation of Clause 1 hereof, and at all times to observe and perform the sanitary regulations."

Not to keep any pigs within 200 feet of any dwellinghouse now existing and not comprised in this demise.

The Landlord covenants to allow the Tenants to enjoy the premises and that in the event of his exercising the rights reserved to him to allow such compensation as is mentioned:

at the expiration of the lease to allow the Tenants a reasonable time for maturing or removing any crop, hay, straw or fodder and to use such part of the barns and buildings as shall be necessary for storing such crops for the space of 6 months:

to pay to the Tenants a sum to ascertained by valuation made in the usual manner for tenant right, labour to land, seeds, rent and rates on fallow lays and all other acts of husbandry beneficial to the holding and for unexhausted dressings and dung.

Any fruit bushes planted by the Tenants may be removed by them before the determination of the Lease unless the Landlord or his incoming Tenant elect to take any such by valuation:

to repair the structure or the permanent buildings on the farm: in the event of any part of the premises being damaged or destroyed by fire to reinstate it within a reasonable time.

The Guarantor covenants with the Landlord that the Tenants will at all times pay the rent and will perform all the stipulations contained in the Lease, and will make good to the Landlord all losses, costs and expenses sustained through any fault of the Tenants.

Signed - G. St. Pierre Harris: witness, R.L. Mason, 61 Carey street, W.C.2, Solicitor.

Endorsed: 11 August 1927: G. St. P. Harris Esq. to Messrs. W. and G. Hoeltschi - Lease of Lilly's Farm Chelsfield Kent: Term 21 years commencing 29 Sept. 1926: Rent £205 payable half yearly.

In the High Court of Justice, Chancery Division, Mr. Justice Eve. 1930 H. No 2617. Between George Edwin Hoeltschi and Walter Joseph Hoeltschi. This is the Lease marked G.E.H. referred to in the Affidavit of George Edwin Hoeltschi sworn this 17th. day of July 1930 Before me[?] Ellis, a Commissioner for Oaths. There are also several illegible pencilled notes.

Harris MSS - L 242

This is the counterpart of MS L 241, the only differences being in the signatures, and the lack of the endorsements relating to the Chancery case.

The signatures are -

W. Hoeltschi: witness Ernest J. Richards, Managing Clerk to Mr. T.G. Baynes, Solr., Dartford.

G. Hoeltschi: same witness.

E. Plummer: witness Stanley Benton, 195 High Street, Orpington, Tobacconist.

The map attached to the Lease is also signed by W. and G. Hoeltschi.

Harris MSS - L 243

Assignment dated 9 April 1932 between (i) George Edwin Hoeltschi of 179 High Street, Orpington, Farmer and Dealer, and Walter Joseph Hoeltschi of Lilly's Farm Chelsfield, Farmer and Dealer (together called "the Assignors") and (ii) the said Walter Joseph Hoeltschi (by himself called "the Purchaser").

By a Lease dated 11 August 1927 [see L 241] Lilly's Farm and land containing 95.314 acres was let to the Assignors from 29 September 1926 for 21 years. By an Order dated 13 July 1930 made in an Action the short title and reference to the record whereof is Hoeltschi v Hoeltschi 1930 H. No. 2617, Robert George Soffe was appointed to get in and receive the debts then due and other assets belonging to the partnership business carried on between the Assignors on the demised premises.

By an Order dated 7 July 1931 and made in the said Action it was declared that the said Partnership was dissolved on 1 April 1930 and the usual accounts and enquiries were to be taken.

By an Order dated 2 March 1932 and made in the said Action it was ordered that the said premises should be sold with the approbation of the Judge and that the purchase price should be paid into Court to the credit of the said Action, and Robert George Soffe has recently agreed with the Purchaser for the sale to him for £705 of the demised premises for the remainder of the term of the Lease, and this has been paid into Court for the credit of the said Action.

Now in obedience to the Order of 2 March 1932 the Assignors hereby assign to the Purchaser all the demised premises to hold for the residue of the term subject to the payment of the rent by him.

Signed G.E. Hoeltschi; witness A.E. Graves, Clerk to F.H. Stevens, Solicitor, Maidstone.

W.J. Hoeltschi; witness Desmond [?][?] 25 Bedford Row, London W.C.1, Solicitor.

Endorsed: 9 April 1932: G.E. Hoeltschi Esq. and another to W.J. Hoeltschi, Esq. Assignment of Lease of Lilly's Farm, Chelsfield, Kent. 2/664.

Harris MSS - L 243

Assignment dated 9 April 1932 between (i) George Edwin Hoeltschi of 179 High Street, Orpington, Farmer and Dealer, and Walter Joseph Hoeltschi of Lilly's Farm Chelsfield, Farmer and Dealer (together called "the Assignors") and (ii) the said Walter Joseph Hoeltschi (by himself called "the Purchaser").

By a Lease dated 11 August 1927 [see L 241] Lilly's Farm and land containing 95.314 acres was let to the Assignors from 29 September 1926 for 21 years. By an Order dated 13 July 1930 made in an Action the short title and reference to the record whereof is Hoeltschi v Hoeltschi 1930 H. No. 2617, Robert George Soffe was appointed to get in and receive the debts then due and other assets belonging to the partnership business carried on between the Assignors on the demised premises.

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Now in obedience to the Order of 2 March 1932 the Assignors hereby assign to the Purchaser all the demised premises to hold for the residue of the term subject to the payment of the rent by him.

Signed G.E. Hoeltschi; witness A.E. Graves, Clerk to F.H. Stevens, Solicitor, Maidstone.

W.J. Hoeltschi; witness Desmond [?][?] 25 Bedford Row, London W.C.1, Solicitor.

Endorsed: 9 April 1932: G.E. Hoeltschi Esq. and another to W.J. Hoeltschi, Esq. Assignment of Lease of Lilly's Farm, Chelsfield, Kent. 2/664.

Harris MSS - L 244

Surrender dated 15 February 1939 between (i) Walter Joseph Hoeltschi (otherwise William Hoeltschi) of Lillys Farm Chelsfield, Farmer ("the Tenant") (ii) Elwin Plummer of High Street, Orpington, Contractor ("the Guarantor") and (iii) George St. Pierre Harris of Covert Corner, Orpington, Architect ("the Landlord").

By a Lease dated 11 August 1927 [see L 241 for details] Lillys Farm, Chelsfield with the farm buildings and 95.314 acres of land was leased to the Tenant and George Hoeltschi from 29 September 1926 for 21 years.

By an Assignment dated 9 April 1932 [see L 243 for details] the premises were assigned to the Tenant for the remainder of the Lease, and he has now agreed to surrender the Lease to the Landlord.

This Deed witnesses that the Tenant with the consent of the Guarantor surrenders to the Landlord the property demised by the Lease, and the Landlord releases the Tenant, George Edwin Hoeltschi and the Guarantor from all liability claims and demands in respect of all breaches of any of the Covenants in the Lease.

Signed W.J. Hoeltschi: witness, C. Hoeltschi, Lillys Farm, Chelsfield, salesman.

E. Plummer: witness G. Hoeltschi, Hayesford Farm, Bromley, Kent, Farmer.

G. St. Pierre Harris: witness, Edward Marsh, W. Levens and Son, Station Approach, Orpington, Kent, Estate Agent.

Endorsed: 15 February 1939: Mr. W. Hoeltschi to Mr. G. St. Pierre Harris.
Duplicate Surrender of Lease of Lillys Farm dated 11 August 1927.

Harris MSS L 245

We Lucy St. Pierre Harris of Covert Corner Orpington, Kent, wife of Edward Gillespy St. Pierre Harris, and Alfred Richard Dearman of 49 Leadenhall Street in the City of London Solicitor, as the Personal Representatives of George St. Pierre Harris late of Covert Corner, Orpington, deceased do this 4 June 1947 hereby as such Personal Representatives assent to the vesting in Mary Aynscomb Llewellyn of 78 Wickham Avenue, Bexhill on Sea, Sussex, Married Woman, of all those pieces or parcels of land situate on the East and West sides of Chelsfield Lane, Chelsfield as the same are more particularly delineated with the boundaries thereof on the plan annexed hereto and thereon coloured green:

together with the messuage and buildings erected thereon or on some part thereof and known as "Lillys" for an estate in fee simple and we hereby acknowledge the right of the said Mary Aynscomb Llewellyn to production of Probate of the Will (with three codicils) of the said George St. Pierre Harris deceased and to delivery of copies thereof.

Witnesses: J.E. L...?..., aeronautical engineer, Covert Corner Cottage, Scads Hill, Orpington

H. Josephine Medley, widow, Aslecliffe, Holbeck Hill, Scarborough

[see photocopy of plan in the file of images].

Harris MSS (additional) L246

This is a coloured plan by George Rose FRIBA, Southover, Chelsfield Hill, of a proposed pair of semi-detached cottages in Chelsfield village, on part of the site of Lillys Farm, 1953 - see images file.

Harris MSS (additional) L247

2 September 1958 - plan on tracing paper of proposed cottages in L246, bearing KCC stamp.

Harris MSS (additional) L 248

The following document was among the Waring MSS in c1950, but its whereabouts is now unknown. The exchange of lands is referred to in Harris MS A 50 of 10 May 1847, the division of the Harris estates between the three sons of James Harris.

8 May 1847 - exchange of lands between (i) Thomas Waring and (ii) James Aynscomb Harris, John Harris and George St. Pierre Harris.

A - lands of Thomas Waring:

Great Smallham field (that part next to Goddington House) -	20-1-00
Round Smallhams -	6-3-22
Shaws - the Round Smallhams Shaws -	2-1-38
The little field adjoining the road from Chelsfield to Orpington, called Coney Croft or Rocksfield -	2-3-08
total	32-1-28

given in exchange for -

B - lands of James Aynscomb Harris, John Harris and George St. Pierre Harris:

Stoney Hills -	17-0-38
Upper Lingwell -	13-0-04
Part of Upper Broomfield -	2-0-26
total -	32-1-28

Harris MSS (additional) - L 249

Correspondence from the files of the Church Commissioners, now at the Church of England Record Office.

St. Pierre Harris, architect [High Street] "Covert Corner"
Orpington, Kent

Edgar S. Curram, M.S.A Feb. 12 1919
Architect, surveyor, valuer,
land and estate agent

To the Sec., Ecclesiastical Commissioners.

Sir

"Lillys", Chelsfield.

For a long time, there has been a grievance with the tenant of the above premises, about the boundary between "The Rectory" premises and the former; I believe there is practically no hedge or fence of any sort between the two properties and naturally, both suffer inconvenience and often damage.

On several occasions, the Rector has been asked to put up a proper boundary fence by my tenant or by me, as owner of "Lillys" - nothing has been done, but the Rector suggests that I shall communicate with some one in authority - I can prove, by means of an old family plan of "Lillys" estate, dated 1788 (which can be inspected here if desired) that the boundary under consideration belongs to "The Rectory", which was built on the Glebe. Please let me hear from you on the question and oblige

Yours faithfully

G.St. Pierre Harris

PS A new tenant proposes to take a lease of "Lillys", only on condition that the matter is arranged satisfactorily.

Response from the Ecclesiastical Commissioners - taken from the draft which is all that was retained at that period.

17 February 1919

Sir

File No. 68839 Chelsfield Rectory

... I write to say that so far as I am aware, the Parsonage House in question is not the property of the Ecclesiastical Commissioners, nor have they any control over it.

I imagine that it is the freehold of the Incumbent and that the "persons in authority" to whom you refer, are the Incumbent (as owner), the Bishop of Rochester (as Ordinary) and the College of All Souls, Oxford (as Patrons).

Harris MSS L 250

Tithe re-apportionment of Lilleys Farm, Chelsfield, 24 October 1907.

First schedule

Lands charged - Lilleys Farm

Number on map annexed to Certificate - 2, 2A

Area of lands charged - 139 acres

Amount of Annual Rentcharge - £2.15.2

Capital value of the charge - £69

Date of Certificate of Capital value - 28 November 1888.

Second schedule

<u>Landowner</u>	<u>Lands charged</u>	<u>No.</u>	<u>Area of land</u> <u>charged</u>
Blackwell, Hubert	Ho. and gdn.	2E	0.1.3
Blount Lynch and Petre	Part of Lilleys Farm	2G	0.0.5
Harris, Selina Widow	“	2B	103.1.33
Norman, Edward	“	2C	15.0.14
		2D	14.0.37
		2F	0.1.20
		2H	1.2.30
Williams, W.A. [pencilled note - no. 55 on Tithe Map.]	“	2J	3.2.31 - total 35.0.12
	Total area -		138.3.13

Note in Remarks column - Difference in quantity due to new Survey.

Altered amounts of Annual Rentcharge apportioned upon the several lands -

2E, G and B together - £2.3.3.

2C, D, F, H and J together - 11s.11d.

Amount of Capital value payable for the redemption of each part of the apportioned annual Rent charge -

2E, G and B together - £54.2.0d.

2C, F, H and J together - £14.18.0d.
