

1879 Indenture for recovery of a debt by sale of The Mission Hall, Church Street, Deddington

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THIS INDENTURE made the fourteenth day of May one thousand eight hundred and seventy nine BETWEEN LAURA PROFFIT WHITE of Shotteswell in the County of Warwick spinster of the first part HARRY KILBY of Banbury in the County of Oxford Solicitor of the second part and JOHN WHETTON of Deddington in the said County of Oxford Postmaster Oxford Postmaster JAMES WILLIAM HOPCRAFT of Deddington aforesaid Builder CHARLES BENNET of Deddington aforesaid Carpenter JONATHAN WOOLGRAVE? Of Deddington aforesaid -- Bootmaker EDWIN CASTLE of Deddington aforesaid mason JESSE FRENCH of north aston In the said County JOHN BAKER of Deddington aforesaid Slater and Plasterer and LEONARD BAKER of Deddington aforesaid Slater and Plaster TRUSTEES for the time being of the Deddington Wesleyan Reform Chapel and hereinafter called "the Trustees" of the third part WHEREAS by an Indenture of mortgage dated the nineteenth day of

April one thousand eight hundred and seventy six and expressed to be made between the said Joseph Edward Malings of the one part and the said Laura Proffit White of the other part in consideration of the sum of one hundred and fifty pounds by the said Laura Proffit White paid to the said Joseph Edward Malings the said Joseph Edward Malings did grant and convey unto the said Laura Proffit White and her heirs the hereditaments and premises intended to be hereby granted To hold the same unto and to the use of the said Laura Proffit White her heirs and assigns subject to a proviso in the Indenture now in recital contained for redemption of the same premises on payment by the said Joseph Edward Malings his heirs executors Administrators or assigns unto the said Laura Proffit White her executors administrators or assigns of the sum of one hundred and fifty pounds and interest on the nineteenth day of April then next ensuing And it was by the said herein before mentioned Indenture provided that in case default should be made in payment of the said principal sum of one hundred and fifty pounds and interest thereby received or any part of the same it should be lawful for the said Laura Proffit White her Executors adminstrators or assigns at any time or times after the said nineteenth day of April then next without any further consent on the part of the said Joseph Edward Malings his heirs or assigns to sell the said hereditaments and premises hereinbefore expressed to be thereby granted or any thereof together or in parcels and either by public auction or private contract with power upon any such sale to make any stipulations as to title or condition of a commencement of or otherwise the said Laura Proffit White her executors administrators or assigns should deem proper and for the purposes aforesaid or any of them to execute and do all such assurances and things as she or they should think fit and that upon any sale thereupon any sale purporting to be made in pursuance of the aforesaid power on their behalf the purchaser or purchasers should not be bound to see into or enquire whether any money remained on the Security of the before mentioned Indenture to the necessity or expediency of the stipulations subject to which such sale should have been made or otherwise the property or regularity of such sale and notwithstanding Any impropriety or irregularity whatsoever in any such sale the same should be regarded the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power on their behalf and be effectual accordingly and that upon and such sale aforesaid the receipt of the said Laura Proffit White her executors administrators or assigns for the purchase money of the hereditaments and premises sold the effectually discharge the purchaser or purchasers therefrom and from being to the application or being answerable for any loss or misapplication thereof and then to dispose of the money to arise therefrom in Manner therein mentioned AND whereas by a certain other Indenture dated the nineteenth day of October one thousand eight hundred and seventy seven and expressed to be made between the said Joseph Edward Malings Of the one part and the said Laura Proffit White of the other part in consideration of the sum of fifty pounds by the said Laura Proffit White paid to the said Joseph Edward Malings the said Joseph Edward Malings did thereby convey with the said Laura Proffit White her heirs executors administrators and assigns that the hereditaments and premises comprised therein and lastly mentioned Indenture and which are intended to be hereby granted Should be a security for and charged with as well the said sum of one hundred and fifty pounds so there and owing as also the said sum of fifty pounds then advanced with interest for the same after the sale and at the time Herein mentioned and that the same hereditaments should not be redeemed until both the said sums of one hundred and fifty pounds and fifty pounds making together the sum of two hundred pounds and interest for the same Respectively after the date aforesaid should have been paid off and discharged AND whereas by a certain other Indenture dated the fifth day of December one thousand eight hundred and seventy eight and expressed To be made between the said Joseph Edward Malings of the first part and the said Harry Kilby of the other part in consideration of the sum of fifty eight pounds by the said Harry Kilby paid to the said Joseph Edward Malings the said Joseph Edward Malings did subject and several Indentures of mortgage of the nineteenth day of October one Thousand eight hundred and seventy six and the nineteenth day of October one Thousand eight hundred and seventy seven and the Principal and Interest thereby secured the same hereditaments and premises hereinbefore mentioned with the payment by him the said Joseph Edward Malings his Heirs executors administrators or assigns unto the said Harry Kilby his heirs executors administrators and assigns of the said sum of fifty eight pounds with interest for the same after the sale and at the time therein mentioned AND whereas a default has been made of payment by the said Joseph Edward Malings of the said principal sum of one hundred and fifty pounds And fifty pounds respectively secured by the said Indentures of the nineteenth day of October one thousand eight hundred and seventy six and the nineteenth day of October one thousand eight Hundred and seventy seven and the interest due on the said Indenture respectively AND whereas the said Laura Proffit White on exercise of the said power of sale contained in the hereinbefore mentioned Indenture Of the nineteenth day of October one thousand eight hundred and seventy six has contracted with the said Trustees for the sale to them of the said hereditaments and the inheritances thereof in principle on possession Free from incumbrances at the price of one hundred and forty seven pounds AND whereas the said several principal sums of one hundred and fifty pounds and fifty pounds making together the sum of Two hundred pounds are now owing to the said Laura Proffit White together with one arrear of interest hereon amounting to the sum of thirteen pounds six shillings and eight pence AND Whereas the said principal sum of fifty Eight pounds is now due and owing to the said Harry Kilby together with one arrear of interest thereon amounting to the sum of (two or ten...more likely two) pounds eighteen shillings AND whereas it hath been agreed that the said Purchase money or sum

(****next line starts under "said Harry Kilby...is it an insertion?*****)
In part satisfaction and discharge of mortgage debts and interest the said Laura Proffit White

(****next line on crease and very unreadable*****)
one hundred and forty seven pounds shall be paid to the said Laura Proffit White and Harry Kilby and each of them agreed the whole of these said mortgage debts respectively and all other the due respectively and to release and assure the same in manner herein after addressed NOW this indenture pursuant of the said contract and agreement and in consideration of the sum Of one hundred and forty seven pounds to the said Laura Proffit White this day paid by the said Trustees the and approbation of the said Harry Kilby being a party hereto and concerning herein the Receipt

Whereof in part satisfaction of her said mortgage debts and in full exoneration of the hereditaments and premises hereinafter described from the ?? ?of the? Said Mortgage debts of two hundred pounds and interest as aforesaid the said Laura Proffit White doth hereto acknowledge and discharge the said trustees their heirs successors and assigns and also ??? the sum of ten shillings at the same time ?also paid by the said Trustees to the said Harry Kilby the Receipt whereof is hereby acknowledged They the said Laura Proffit White and Harry Kilby and each of them doth grant release and convey unto the said Trustees and their heirs ALL that freehold building lately used And occupied as an Infant School and recently in part rebuilt and enlarged and now serves as a Reading room or General Literary Institute and called the Mission Hall with the yard and outbuildings thereto adjoining and Belonging situate in Deddington in the County of Oxford and possessing a frontage to a certain street there called Church Street lately in the occupation of the said Joseph Edward Malings TOGETHER with all ways rights sewers ?? watercourses rights privileges easements walls mounds fences commodities and appurtenances whatsoever to the said hereditaments or any part thereof belonging to or appertaining or with the same or any part thereof now or heretofore held used and or occupied or reputed as part or ?? thereof or appurtenant thereto AND all the estate ?? title and interest of the said Laura Proffit White and Harry Kilby and each and every of them in ?the? Said premises and every part thereof TO have and to hold the said hereditaments and premises unto the said Trustees their heirs successors and assigns TO the use of the said Trustees their heirs successors and assigns for ?ever discharged from the said several sums of one hundred and fifty pounds...fifty pounds and fifty eight pounds respectively and all interest for the same and all ?directed? under or by ?virtue? of the said several Indentures Of the nineteenth day of October one thousand eight hundred and seventy six .the nineteenth day of October one thousand eight hundred and seventy seven and the fifth day of December on thousand eight hundred and seventy eight respectively AND the said Laura Proffit White and Harry Kilby do hereby for themselves severally and respectively and for their personal and collective heirs executors and administrators covenant with the said Trustees their heirs executors and Assigns that they the said Laura Proffit White and Harry Kilby have not done or knowingly permitted or suffered any act ?d matter or thing whatsoever whereby the said hereditaments and premises or any part thereof Is or can be impeached ?ent???ed? or affected in title estate or otherwise howsoever IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Laura Proffit White	James William Hopcraft	Jesse French
H Kilby	Charles Bennett	John Baker
John Whetton	Jonathan Woolgrove	Leonard Baker
	Edwin Castle	

Summary of Contents

Parties: First part: Laura Proffit White Spinster of Shotteswell in County of Warwick

Second part: Harry Kilby Solicitor of Banbury

Third part: *Trustees for the time being of the Wesleyan Reform Chapel* - NB: this is the chapel that was established in 1851 in Chapel square just round the corner

John Whetton of Deddington Postmaster James William Hopcraft of Deddington Builder Charles Bennett of Deddington Carpenter Jonathan Woolgrave(s?) of Deddington Bootmaker

Edwin Castle of Deddington Mason Jesse French of North Aston John Baker of Deddington Slater and Plasterer Leonard Baker of Deddington Slater and Plasterer

Whereas: by an Indenture of 19 Oct 1876 Laura Proffit White lent Joseph £150 + interest half yearly in April on security of the Mission Hall and...

by an Indenture of 19 Oct 1877 Laura lent Joseph another £50 + interest on same security and....

by an Indenture of 5 December 1878 Harry Kilby lent £50 + interest to Joseph on same security and....

by this Indenture of 14 May 1879 Laura Proffit White has not been repaid her £200 loan + £13.6s.8d interest (equivalent to 13.3%) and...

Harry Kilby has not been paid his £50 loan + £2.18s.00d interest for 4 months (equivalent to 15%) then....

Laura Profit White & Harry Kilby exercise their rights to require the Hall to be sold to recover their debts and contract with The Trustees of the Wesleyan Reform Chapel to purchase The Mission Hall for the sum of £147.10s of which £147 goes Laura and £.10s. goes Harry Kilby.

- Notes:**
1. So it looks as if the Trustees of The Wesleyan Reform Chapel (est 1851 in Chapel Square just round the corner) decided to buy the Mission Hall from Joseph and subsequently used it as an infants school, Sunday school, library and general meeting hall.
 2. In April 1980 Joseph is declared bankrupt by a whole host of debtors. One of his debtors is the James Hopcraft above to the tune of £90. The other debtor tradesmen (John Coggins, carpenter, John Johnson, letter carver) were not parties to the May 1879 Indenture.
 3. Laura P White can be found on the 1881 census aged 25, unmarried, an annuitant (*in receipt of an annuity*) living with her widowed mother and two brothers who are farmers of some 500 acres.
She was born June-Aug 1855 in the Banbury registration district. So she would have just been 21 in October 1876. It is therefore likely that her solicitor was Harry Kilby did the legal work to invest (some?) of her money received as a legacy/annuity from her father when she turned 21. Her solicitor decided – wrongly! – that this was a good investment for himself. Both of them lost money.