

Note by compiler Dr Zahid Aziz: The source of this Indenture is the book *A Miracle at Woking — A History of the Shahjahan Mosque*, by Muslim P. Salamat, published by Phillimore & Co, 2008, Appendix A, pp. 97–99. I have divided it into paragraphs here for ease of reading. The version printed in Salamat’s Appendix contains a few typographical errors, which I have indicated in footnotes if remarkable. The dates given in the original are spelt out in words. I have added them in numerical form in square brackets after the text of the dates.

Indenture

This Indenture made the twelfth day of April one thousand nine hundred and fifteen [12 April 1915] BEWARE HENRY GOTTLIEB LEOPALD MAURICE LEITNER of Maybury, Woking in the County of Surrey Esquire (hereinafter called the said Henry Leitner) of the one part and the Right Honourable Syed Ameer Ali of Cadogan Place S.W in the County of Middlesex, Mirza Abbas Ali Baig of the India Office, Whitehall in the Administrative County of London and Thomas Walker Arnold of Lancaster Place, Kensington, in the same Administrative County of London Esquire (hereinafter called the Trustees) of the fourth part.

Whereas the late Gottlieb William Leitner M.A. Ph.D L.L.D. D.C.L. (hereinafter called Dr Leitner) died on the twenty second day of March one thousand eight hundred and ninety nine [22 March 1899] inestate leaving a widow Caroline (otherwise Lona) Olympia Service (to whom Letters of Administration of his estate were granted on the second day of June in that year) and leaving the said Henry Gottlieb Leopold Maurice his eldest son and heir at law

AND whereas at the same time of the death of Dr Leitner certain land near Woking in the County of Surrey with diverse buildings thereon was vested in him at law and such buildings included the Mosque and the Memorial House hereinafter mentioned

AND whereas Dr Leitner took a prominent part in the improvement of Indian Education and he formed certain schemes with a view to utilizing the said land and buildings (the main part of which was generally known as the Oriental Institute) for benefit of Indians from India and others

AND whereas by an agreement dated the sixth day of October one thousand eight hundred and eighty six [6 October 1886] in consideration of Rupees Twenty five thousand expressed to be paid by Her Highness the Nawab Jan Jenan Begum of Bhopal to Dr Leitner on behalf of the Trustees of the Oriental Institute of whom Dr Leitner was one Dr Leitner¹ agreed to appropriate in perpetuity to Her Highness aforesaid one acre and a quarter of land within the grounds of the aforesaid Institute for the construction of a Mosque for the religious use and benefit of the Mohammedan Students and residents at the aforesaid Institute and also for that of Mohammedan Visitors to England generally and Dr Leitner further agreed to expend a further sum on the construction of the said Mosque and otherwise as therein mentioned

¹ Salamat’s text here is: “...of whom Dr Leitner was one Dr, agreed to appropriate...”. It is reasonable to correct it as above.

AND whereas Dr Leitner erected a mosque as proposed by the said agreement

AND whereas by the agreement dated the day² of November one thousand eight hundred and eighty six [1886] in consideration of a sum of Two Thousand pounds expressed to be paid by Nawab Sayed Hosaun Belgrami Mutamin Jang Bahadur Secretary of the Sir Salar Jang Memorial Fund to Dr Leitner on behalf of the Trustees of the Oriental Institute Dr Leitner agreed subject to the provisions herein after contained to execute a deed to dedicate in perpetuity two houses at the said Oriental Institute in honour of the Late Sir Salar Jang the said houses to be used as therein mentioned

AND it was thereby provided that if on or before the first day of January One Thousand Eight Hundred and Eighty Seven [1 January 1887] and aforesaid houses should be allotted to some other fund person or purpose Dr Leitner agreed in lieu of such allotment to appropriate in perpetuity three quarters of an acre of land on the ground of the aforesaid Institute to the construction of a Memorial House in honour of the said Sir Salar Jang and to construct thereon such a house as therein mentioned for the purpose therein declared

AND whereas Dr Leitner built upon a portion of the ground of the Oriental Institute a residential building in honour of Sir Salar Jang and caused his name to be engraved thereon and whereas by an Indenture dated the twentieth day of July One Thousand Nine Hundred and One [20 July 1901] and made between the said Henry Gottlieb Maurice Leitner of the one part and the said Caroline Olympia Leitner of the second part and the said James McLaren Gray of the third part the said Caroline Olympia Leitner as personal representative.

Of the said Gottlieb William Leitner deceased also in respect of the right of dower and by direction of the said Henry Gottlieb Leopold Maurice Leitner as beneficial Owner thereby conveyed and released and the said Henry Gottlieb Leopold Maurice Leitner as beneficial Owner thereby conveyed and confirmed unto the said James McLaren Gray (inter alia) the premises hereinafter described and intended to be hereby conveyed in the fee simple and discharged for the purpose of that security from all dower of the said Caroline Olympia Leitner and all rights claims and demands in respect thereof to for the proviso for redemption hereinafter contained to secure the payment of the sum of two thousand five hundred pounds and interest as therein mentioned

AND whereas by an Insurance dated the Twentieth day of September One Thousand Nine Hundred and One [20 September 1901] and made between the said Henry Gottlieb Leopold Maurice Leitner of the first part and Caroline Olympia Leitner of the second part and the said Robert Todd of the third part and the said Caroline as personal representative of the said Gottlieb William Leitner deceased and in respect of her right of dower as beneficial owner by direction of the said Henry Gottlieb Leopold Maurice Leitner as beneficial Owner thereby conveyed and released and the said

² The text in Salamat's book omits the day it was in November.

Henry Gottlieb Maurice Leitner as beneficial Owner thereby conveyed and confirmed unto the said Robert Todd (inter alia) the premises hereinafter described and intended to be hereby conveyed in fee simple freed and discharged for the purpose of the security thereby made from all dower of the said Caroline Olympia Leitner and all rights claims and demands in respect thereof but subject to the recited Indenture and subject also to the proviso for redemption thereinafter contained to secure payment of all moneys with interest then due and owing by the said Henry Gottlieb Leopold Maurice Leitner to the said Robert Todd and interest as therein mentioned

AND whereas the said Caroline Olympia Leitner died on the twenty fourth day of May One Thousand Nine Hundred³ and Twelve [24 May 1912] and whereas the said Henry Gottlieb Maurice Leitner is entitled to take out Letters of Administration de biens non to the estate of Dr Leitner and whereas questions have raised as to the true position of Dr Leitner in connection with the Oriental Institute and in particular in reference to the hereditaments hereinafter granted and it has been agreed amongst other things that the hereditaments hereinafter described and intended to be hereby conveyed should be granted to the Trustees for the purpose hereinafter expressed

AND whereas the said principal sum and an accumulation of interest thereon remains due and owing to the said James McLaren Gray on the security of the herein before recited indenture of the Twentieth day of September One Thousand Nine Hundred and One [20 September 1901]

AND whereas it has been agreed that the said James McLaren Gray and Robert Todd shall join in these presents in manner hereinafter appearing other security for the amounts due upon their respective Mortgages⁴ having been provided by the said Henry Gottlieb Maurice Leitner

NOW this Indenture Witnesseth that in pursuance of sums due upon the said recited⁵ Indentures having been secured to them the said James McLaren Gray and Robert Todd respectively by the said Henry Gottlieb Leopold Maurice Leitner as they do hereby acknowledge the said James McLaren Gray as Mortgages and the said Robert Todd as Mortgages both by the direction of the said Henry Gottlieb Leopold Maurice Leitner hereby convey and release according to their respective estates and in pursuance of the said agreement and in consideration of the premises the said Henry Gottlieb Leopold Maurice Leitner hereby grants and confirms unto the Trustees and their heirs all the two pieces of land situated in the parish of Woking in the County of Surrey lying on or towards the South or South East of the London South Western Railway at a short distance to the North East of the Woking Station of such railway and respectively containing one acre and one rood and three roods or thereabouts the positions of which are shown on the plans drawn in these presents by edgings of blue and red respectively together with the buildings on the said two pieces of land of which one is the

³ The words "Nine Hundred" are missing in Salamat's version.

⁴ This word appears as "Mortgages".

⁵ This word appears as "fecited".

Mosque hereinbefore mentioned and the other is the Memorial House hereinafter mentioned and together with the hedges bounding the said premises. Together also with exclusive rights of foot horse and carriers road at all times and for all purposes and with all kinds of animals over the piece of land marked on the said plan “right of way” being of a uniform width of Twenty feet and leading from Oriental Road to the hereditaments hereby granted to HOLD the said premises unto and to the use of the Trustees and their heirs to the intent that the said mosque may at all times be used as a mosque and that the said Memorial Building may at all times be used for charitable purposes and the management and use of the said premises shall be either under the directions of the Committee known as the London Mosque Fund Committee or wholly or partially under the directions of such other body or persons as the Secretary of State for India for the time being shall from time to time appoint AND the said Henry Gottlieb Leopold Maurice Leitner hereby acknowledges the right of the Trustees to production of the documents mentioned in the schedule hereto the possession of which is retained by him or under his direction and to delivery of the copies thereof IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE above referred to

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|---------------------|--|
| 3rd November 1859 | of this date between the London Necropolis and national Mausoleum Company of the one part and the Royal Dramatic College of the other part. |
| 16th December 1865 | <u>CONVEYANCE</u> of this date between the same parties as those to the conveyance of 30th November 1865. |
| 4th October 1880 | <u>CONVEYANCE</u> of this date between Benjamin Webster Lord William Lennox and John William Anson (as Trustees of the Royal Dramatic College) of the one part and Alfred Chalot ⁶ of the second part. |
| 27th March 1884 | <u>CONVEYANCE</u> of this date between Alfred Chalot of the one part and Gottlieb William of the other part. |
| 27th March 1884 | <u>MORTGAGE</u> of this date between Gottlieb William Leitner of the one part and Alfred Chalot of the other part.
<u>RECONVEYANCE</u> of this date between Alfred Chalot of the one part and Gottlieb William Leitner of the other part (endorsed upon Mortgage of 27th March 1884). |
| 20th July 1901 | <u>MORTGAGE</u> of this date between Henry Gottlieb Leopold Maurice Leitner of the first part Caroline Olympia Leitner of the second part and the Honourable James McLaren Gray the third part. |
| 20th September 1901 | <u>MORTGAGE</u> of this Estate between Henry Gottlieb Leopold Maurice Leitner of the first part Caroline Olympia Leitner of the second part and Robert Todd of the third part. |

Signed, Sealed and Delivered
By the above named James McLaren Gray
In the presence of

(Signed) James McLaren Gray

Agreed Sealed and Delivered
By the named Robert Todd
In the presence of

(Signed) Robert Todd

⁶ This name appears as “Charles” in Salamat’s Appendix but obviously should be Chalot in view of what follows.

Signed, Sealed and Delivered
By the above named Henry Gottlieb Leopold
Maurice Leitner in the presence of

(Signed) H.G.L.M. Leitner

Signed, Sealed and Delivered
By the above named Syed Ameer Ali
In the presence of

(Signed) Ameer Ali

Signed, sealed and Delivered
By the above named Sir Abbas Ali Baig
In the presence of

(Signed) Sir Abbas Ali Baig

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