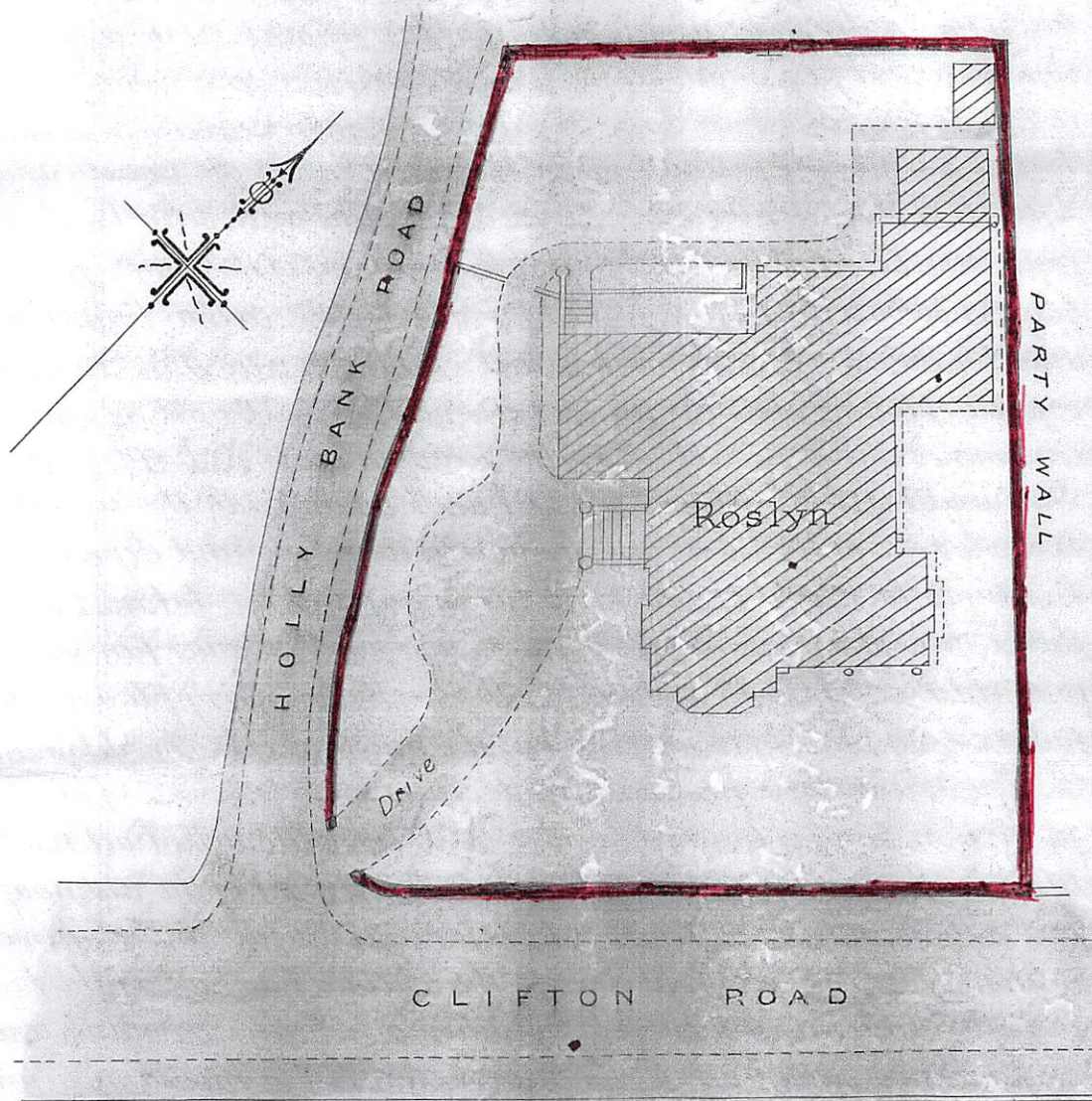


1055
307 to

VACHEZ & SONS, Law Stationers,
WESTMINSTER.



the Successors of the Will of the late Charles Tomlin deceased the Patrons of the said
benefice (hereinafter called the Patrons) of the third part The Governors of
the County of Middlesex for the augmentation of the Maintenance of
the said Clergy (hereinafter called the Governors of the fourth part) The Reverend
George Douglas Gifford the Incumbent of the said benefice (hereinafter
called the Incumbent) of the fifth part and William Richard St. John
of 39 Can. Road in the City of London Esquire of the sixth part Whereas there
is in the hands of the Governors a certain fund (hereinafter called the Parsonage
Fund) arising out of the sale of the old house of residence belong-
ing to the said benefice and to be applied by the Governors for the benefit
of the said benefice in manner directed by the Parsonage Act 1838 and the Church
Building Act 1855 and being as to the balance thereof a sum of money paid into
the hands of the Governors by the Incumbent for the purpose of the purchase
hereby effected AND WHEREAS by an Indenture dated sixteenth December One
thousand eight hundred and eighty nine the hereditaments hereby assured
were for the valuable consideration therein mentioned conveyed unto and to the
use of the Vendor in fee simple as part of her separate estate subject to the
observance and performance of the restrictive covenants and agreements contained
or referred to in a certain indenture dated fifteenth October One thousand eight
hundred and forty five and made between John Stanger Russell and Richard
Leitch of the first part then clerics John Flint and John Ward of the second
part Jane Glover of the third part John Williams of the fourth part and Joseph
George Snowball of the fifth part so far only as such covenants and agreements
related to the said hereditaments or such of them as were then subsisting and
capable of taking effect the purpose of which covenants and agreements is for
convenience of reference set out in the Schedule hereto AND WHEREAS by an
Instrument of Approval under their hands bearing date the seventh day of
November One thousand eight hundred and ten - and deposited in the
Registry of the Diocese of Ely by the Ordinary and the Patrons have signified
their consent that a part of the parsonage fund as a use from sale of the
said old house of residence should with the other money applicable for the
purpose be applied by the Governors in the purchase of the hereditaments hereby
assured as and for a parsonage and offices for the residence of the Incumbent
for the term being of the said benefice AND WHEREAS a contract has been made
by the Vendor and with the approbation and consent of the Ordinary Patrons
and Incumbent with the Vendor which is hereby ratified and confirmed by the
Ordinary Patrons and Incumbent for the absolute purchase of the hereditamen-
ts hereby assured subject to the restrictive covenants and agreements
in the said indenture referred to in the sum of One thousand pounds

provide the purchase money of one thousand pounds
a sum of four hundred pounds has been raised by mortgage of the glebe
and other profits and emoluments of the said benefice under the powers of
the said Act and paid to the said William Richard Le Tanu as the person
nominated to receive and apply the same. Now this Indenture
witnesseth that in pursuance of the said contract in that behalf and in
consideration of the sum of six hundred pounds paid by the Governors
to the Vendor out of the Parsonage fund and of the sum of four hundred
pounds paid by the said William Richard Le Tanu with the purity of the
Ordinary Rations and Incumbent the receipt of whereof respective sums of
six hundred pounds and four hundred pounds making together the
said purchase money of one thousand pounds the Vendor hereby
acknowledges. She the Vendor as Beneficial Owner in exercise of the powers
and provisions contained in The Clergy Residences Repair Act 1776 and
The Clergy Residence Act 1826 and in every and any other Act extending
the same or enabling her thereto. And by the direction of the Governors
and the said William Richard Le Tanu convey unto the Incumbent and his
successors All that piece of land situate on the west side of the road
through Clifton Park leading from Hill Hill to Birkenhead all in the said
county of Chester containing in front to the said road one hundred and
eight feet and at the back or west side seventy four feet six inches on the
north side one hundred and twenty nine feet and on the south side along
and to the front of another road leading out of the said first mentioned
road in a curved line one hundred and thirty feet and containing in
the whole one thousand three hundred and eighty superficial square
yards or thereabouts bounded on the east by the said road from Hill Hill
to Birkenhead on the west by land late belonging to Mr Waring Webb on the
north by land now or late belonging to Mr John Williams and on the
south by the said other road leading out of the said first mentioned road
in a curved line as aforesaid as the said hereditaments are delineated in
the plan drawn hereon and thereon edged pink together with the messuage
or dwellinghouse and buildings thereon erected and known as Roslyn
and also the wall on the west side of the said piece of land and heredi-
taments but in such manner that the Incumbent his successors and
assigns shall not object to the user thereof for ever hereafter for the plant-
ing against or leaning into the said wall on the back or westwardly

side thereof by the owner for the time being his heirs and assigns of the
and premises on the west side thereof And also one half of the wall on the
North side of the said hereditaments which last mentioned wall is a party
wall and is for ever hereafter to be used as such Together also with the free
use and enjoyment of the garden head aforesaid To hold the said premises
Unto and to the use of the Incumbent and his successors in the said benefice
for ever for the residence and occupation of such Incumbent and his
successors and in order that the same may for ever hereafter be and become
annexed to the said benefice and be holden and enjoyed by the Incumbent
thereof and his successors accordingly subject nevertheless to the restrictive
covenants and agreements hereinbefore mentioned so far as the same relate
to the premises hereby assured and are now subsisting and capable of
taking effect And the Incumbent for himself his successors and assigns
(but not so as to impose on him his heirs executors or administrators any
liability for a breach of this covenant occurring after the cesser of his incumbency,
hereby covenants with the Vendor that he the Incumbent his successors
and assigns will at all times hereafter observe and perform the said
restrictive covenants and agreements or such of them as are now subsisting
and capable of taking effect so far only as such covenants and agreements
relate to the premises hereby assured and will keep the Vendor her estate
and effects indemnified from and against all claims and demands in
respect thereof In witness whereof the Ordinary has hereunto set his
hand and caused his episcopal seal to be affixed the Governors have
hereunto caused their common seal to be affixed and the other parties
have hereunto set their hands and seals the day and year first above
written

Endorsed

— The Schedule above referred to —

Containing the substance of the restrictive covenants and agreements above
referred to so far as the same relate to the piece of land conveyed by
the above written Indenture.

1 Not more than one single or one double villa to be built on the land
each of such single villas and each villa of each of such double villas to
be of the yearly value of £50 at the least and the site and elevation
thereof and of the out-building coach-houses and stabling thereto to be
approved by William Sharp (party to an Indenture dated 26th March 1843
referred to in the Indenture dated 15th October 1845 above referred to) his
heirs and assigns previously to the building thereof

- 2 Any walls built on the said piece of land to the front of Clifton Road and Holly Bank Road respectively and from thence to the line of the said villas respectively not to be of greater height than 3 feet with liberty to put or iron palisading at the top and so that none of the other walls that might be built on the said piece of land should exceed 6 feet in height
- 3 Covenantors their heirs or assigns not at any time or times hereafter to erect or build on the said piece of land any other buildings than the dwellinghouses and buildings hereunto referred to
- 4 Covenantors their heirs or assigns not to erect or to be erected set up or carried on upon any part of the said piece of land any nuisance annoyance or any other offence

Signed sealed and delivered by the above named Esther Pennock in the presence of
John Pennock
Edwyns Boy
 Sarah J. Hughes

Isaac Pennock
F. J. Fests



Signed sealed and delivered by the above named Francis John Lord Bishop of Chester in the presence of

Richard Farmer
 Secretary to the Bishop
 Chester

R.B.B.
E. A. B.

A. T. Parnham
J. Denton

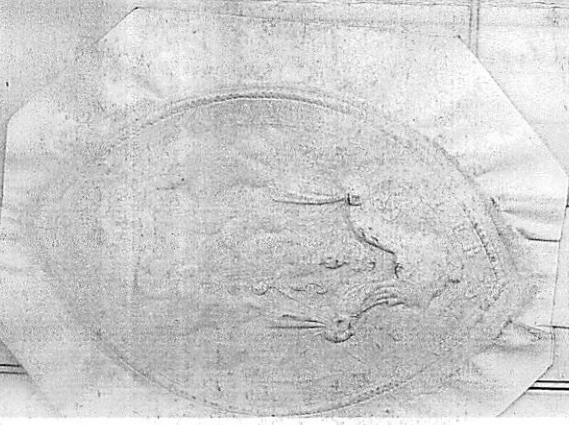
G. D. Oakley

Signed sealed and delivered by the above named Robert Baker Goodstone in the presence of
William Hill
 79 Earls Court Rd
 Vicar of St. Richard Church

Edward Alexander Stewart
 by his attorney *Frederick Graham*

W. J. F.

Signed sealed and delivered by the above named Ernest Augustus Eardley Wilmet in the presence of
C. Whitmore Ford
 Selling Vicarage, Far
 Clerk in Holy Orders



Signed sealed and delivered by the above named Arthur Evelyn Barnes Lawrence in the presence of
 A. M. E.
 6. Chapel Terrace
 Lee - S. E.
 Wife of Captain Davids ... O. D.

Signed sealed and delivered by Frederick Graham Hughes as the attorney of the above named Edward Alexander Stuart by virtue of a special power of attorney dated the 29th day of September 1910 in the presence of

Clifford S. Amundson
 County Office Westminster by block

Signed sealed and delivered by the above named James Denton Thompson in the presence of

William Hill
 79 Earl Court Road
 Regent of St. Pauls Church

Signed sealed and delivered by the above named William Richard de Fanni in the presence of

Clifford S. Amundson

Signed Sealed and Delivered by the above named George Douglas Oakley in the presence of

G. D. Oakley

J. F. Reese

Vice of Leathers
 Leathersome

Name
 Address
 Description