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Title Number MX413772

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This Indenture made the 16th day of MAY, 1854, BETWEEN THE SEVERAL PERSONS (other than ARTHUR GURNEY, of Farringdon-street, in the City of London, Wine Merchant) whose names and seals are hereunto subscribed and set respectively of the one part, and the said ARTHUR GURNEY of the other part. WHEREAS the said ARTHUR GURNEY being seized for an estate of inheritance in fee simple of the pieces or parcels of land and hereditaments mentioned and described in the Map or Plan drawn on the back of the second skin of these presents, has dedicated parts thereof as public highways, and has laid out for building purposes other portions thereof, being the portions respectively colored Red and Green on the said Plan; and he has sold the said lots of land, distinguished by the colours Red and Green, to the several other persons whose names and seals are hereto respectively subscribed and set, and the distinctive numbers of the said lots so purchased by them respectively, as numbered on the said Plan, are set opposite to their respective signatures and seals to these presents, and the said several lots of land, so colored Red and Green respectively, have been conveyed to the said purchasers thereof respectively in fee. AND WHEREAS it was a part of the various contracts for the said sales of the said lots of land respectively that the said several purchasers should execute these presents. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said contracts respectively and in consideration of the premises, the said several persons parties hereto of the first part, DO and each and every of them DOTH for himself or herself and his or her heirs, executors, administrators, and assigns, (but not the one for the other of them, and only so far as relates to such lots or parts of the said land as he or she has so purchased as aforesaid,) hereby covenant and grant with and to the said ARTHUR GURNEY, his heirs and assigns, and each and every of them the said several persons parties hereto of the first part, DOTH for himself or herself and his or her heirs, executors, administrators, and assigns, (so far only as relates to such lots or parts of the said lands as he or she hath so purchased as aforesaid,) hereby covenant and grant with and to each and every of the several other persons parties hereto of the first part, and their several and respective heirs and assigns, in manner following, that is to say, that they, the said several covenanting parties respectively or their respective heirs or assigns, shall and will at their own costs and charges respectively within the period of three years, to be computed from the 15th day of May, 1854, or (as to all or any of the said lots) within such shorter period as may reasonably be required by the said ARTHUR GURNEY, his heirs or assigns, by notice in writing to be at any time given by him or them to the owner or owners, occupier or occupiers, for the time being, of such lot or lots, or to be left for such owner or owners, occupier or occupiers respectively, upon his, her, or their lot or respective lots, erect or cause to be erected on and along the side or several sides, distinguished on the said Plan by a letter or mark thus [T.] of their said several lots so purchased as aforesaid, a proper and substantial fence or proper and substantial fences, to be approved of by the said ARTHUR GURNEY, his heirs or assigns, and shall and will at all times after the erection of such fence or fences respectively, at their own costs and expenses respectively maintain and keep in good order, repair, and condition such fence or fences or any fence or fences that may, with the like approbation, be substituted in lieu thereof. AND further, that in case any person or persons, for the time being, bound to erect or bound to maintain and keep in good order any fence or fences under and by virtue of the covenant last preceding, shall omit or fail so to do, then and in every or any such case, and as often as the same shall happen, it shall be lawful for the owner or owners, for the time being, of the immediate freehold in possession, or for the occupier or occupiers, for the time being, of any lot or lots immediately adjoining on either side the lot in respect of which such default or breach of covenant shall be made, (after giving to the defaulter or leaving for him or her upon his or her said lot, seven days previous, notice in writing of an intention so to do,) to erect, restore, repair, or maintain (as the case may require) such fence or fences in such manner as such owner or owners, occupier or occupiers, for the time being, may think fit, and he, she, or they, and his, her, or their heirs, executors, administrators, or assigns, may recover the costs, charges, and expenses of and incident to the erecting, restoring, repairing, and maintaining of the same fence or fences, and also any damage or loss which he, she, or they may have sustained by the neglect or omission to erect or maintain the same or to keep the same in good order, repair, and condition as aforesaid, either by entry and distress upon the said lot of the defaulter, and selling, disposing of, or otherwise dealing with the distress or distresses then and there found, in like manner as if the same were for rent in arrear under a common demise, or by entry and perception of the rents and profits of the said lot of the said defaulter, or partly in both ways or in any other lawful manner. AND also that the said covenanting parties respectively shall not and will not, nor shall or will their respective heirs, appointees, or assigns, or any person or persons claiming or to claim by, from, under, or in trust for them or any of them during the period of forty-two years, to be computed from the said 15th day of May, 1854, erect or suffer to be erected on any part of any of the lots of land numbered respectively on the said plan 38 to 189 (both inclusive,) and 246 to 347 (both inclusive,) any house or building, other than a detached or semi-detached house or building, (except nevertheless any outhouses or offices to be erected after and appurtenant to the dwelling-house or other principal building to be erected on the said lot or lots respectively,) and shall not nor will, within the aforesaid space of forty-two years, erect or suffer to be erected on any part of any of the lots of land numbered on the said plan from 1 to 32—38 to 189—246 to 347—and 190 to 243, (all inclusive,) any house or other building whatsoever, (except outhouses and offices to be erected after and appurtenant to the dwelling-houses or other principal buildings to be erected on such lot or lots,) the first cost of which house or building, in materials and labour alone, estimated at the lowest prices current at the time of the building thereof, shall not amount to the sum following, viz., as to any such house or building to be erected on any part of the lots on the said plan numbered 1 to 32 (both inclusive,) to the sum of £250, and as to any such house or building to be erected on any part of the said lots numbered 38 to 189 (both inclusive,) and 246 to 347 (both inclusive,) to the sum of £300 (if the same shall be a detached house or building,) or to the sum of £250 (if the same shall be a semi-detached house or building,) and as to any such house or building to be erected on any part of the said lots numbered 190 to 243 (both inclusive,) to the sum of £180 (if the same shall be a detached house or building,) or to the sum of £150 (if the same shall be a semi-detached house or building,) or to the sum of £140 (if the same shall be built in or form part of a continuous row of houses or buildings;) and also shall not, nor will, at any time during the said space of forty-two years, erect or suffer to be erected on any of the said lots any house or other building except according to a map or plan shewing the intended elevation thereof, and previously submitted to and approved of in

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writing by the said ARTHUR GURNEY, his heirs or assigns, or his or their surveyor for the time being. And also that each and every building (other than a building erected as and for a shop on any of the lots upon which shops are hereby authorized to be erected) which shall be erected on any of the said lots within the said period of forty-two years shall be of an elevation of a ground-floor and first-floor at the least. And also that the said covenanting parties respectively shall not and will not, nor shall their respective heirs, appointees, or assigns, or any person or persons claiming or to claim by, from, through, under, or in trust for them or any of them at any time within the period of forty-two years, to be computed from the 15th day of May, 1854, erect, or suffer to be erected, on any part of the lot or lots purchased by them, him, or her as aforesaid, any building whatsoever nearer to the frontage or respective frontages of such lot or lots respectively, (as indicated by the line colored yellow drawn along such lot or lots upon the said plan) than the distance following, viz, as to any building or buildings erected as and for a shop or shops upon any of the said lots upon which shops are hereby authorized to be erected the same shall not be nearer than 10 feet to the said frontage, and as to any building or buildings erected on any of the same lots otherwise than for a shop or shops, and also as to any building or buildings erected on any of the other lots, the same shall not be nearer than 20 feet to the said frontage, and that no building higher than 12 feet at the utmost (except any building erected as and for a dwelling-house) shall during the aforesaid period of forty-two years be erected on any of the said lots at a greater distance than 60 feet from the frontage or respective frontages thereof, as indicated as aforesaid, without the consent in writing of the said ARTHUR GURNEY, his heirs or assigns; and that no dwelling-house, shop, factory, or other building, shall at any time during the said period of forty-two years be erected on any of the said lots colored green without the like consent in writing of the said ARTHUR GURNEY, his heirs or assigns, being first had and obtained. AND FURTHER, that in case any building whatsoever shall at any time or times hereafter, within the said space of forty-two years as aforesaid, be erected on any of the said lots of land contrary to the intent and meaning of the covenants hereinbefore or hereinafter contained as to buildings or any of them, then and in any such case, and as often as the same shall happen, it shall be lawful for the said ARTHUR GURNEY, his heirs or assigns, or for the owner or owners for the time being of the immediate freehold in possession, or for the occupier or occupiers for the time being of any of the lots delineated on the said map or plan whereon or whereto the lot upon which such improper or misplaced building shall be erected, abuts or adjoins in either side thereof, at any time or times thereafter, to enter into and upon such last mentioned lot and the whole thereof, to hold, occupy, possess, and enjoy, and the rents and profits thereof to receive and take for his, her, or their own use and benefit until such building shall have been removed or so altered as to be in conformity with the covenants herein in that behalf contained, or at his, her, or their option, and at the costs of the owner or occupier for the time being of such lot, to pull down and remove such building, or alter the same as aforesaid, or cause the same to be pulled down and removed or altered, and the materials thereof (if the same shall be pulled down) to sell or otherwise dispose of for the benefit of him, her, or them, so removing such building or causing the same to be removed: AND also that they the said several covenanting parties respectively shall not and will not, nor shall their respective heirs, appointees, or assigns, or any person or persons claiming or to claim, by, from, under, or in trust for them or any of them during the period of forty-two years, to be computed from the 15th day of May, 1854, carry on, or permit to be carried on, in, or upon their said respective lots, or any part thereof, or in any building or buildings to be erected thereon, the trade or business of an hotel keeper, licensed victualler, or alehouse keeper, or sell or permit to be sold in or upon their said respective lots, or any part thereof respectively, or any building or buildings to be erected thereon, any beer, wine, or spirituous liquors by retail; it being the intent and meaning of these presents that none of the said lots so purchased as aforesaid shall, during the said period of forty-two years, be used for all or any of such last mentioned purposes. And also that they, the said several covenanting parties, other than and except the purchasers of the said lots numbered on the said plan from 1 to 32 (both inclusive) and 234 to 243 (both inclusive), shall not and will not, nor shall or will their respective appointees, heirs, or assigns, or any person or persons claiming or to claim by, from, under, or in trust for them, or any of them, at any time or times within the period of forty-two years, to be computed from the 15th day of May, 1854, erect, or permit to be erected, upon their said respective lots, or any of them, any building or buildings as or for a shop or shops, or use any building or buildings to be erected thereon, or any part of any such building or buildings, or permit such building or buildings, or any part or parts thereof, to be used as or for a shop or shops, or carry on or permit to be carried on in or upon their said respective lots, or upon any building or buildings to be erected thereon, or on any part or parts thereof, any trade or business whatsoever; it being the intent and meaning of these presents that, subject and without prejudice to the covenant next hereinafter contained, buildings for shops may be erected, and that trades and businesses may be carried on upon the said lots numbered 1 to 32 (both inclusive) and upon the said lots numbered 234 to 243 (both inclusive,) but upon none other of the said lots, nevertheless nothing in this present covenant contained shall be construed to alter, vary, or affect the covenant lastly hereinbefore contained prohibiting the carrying on of the trade or business of an hotel keeper, licensed victualler, or alehouse keeper, or the sale of beer, wine, or spirituous liquors upon any of the said lots purchased as aforesaid. And also that the said covenanting parties respectively shall not nor will, nor shall or will their, or any of their appointees, heirs, or assigns, or any person or persons claiming or to claim from, through, under, or in trust for them or any of them, within the said space of forty-two years, carry on, or permit, or suffer to be carried on or made, upon the said lot or lots of land, or any part thereof, or in or upon any building or buildings to be erected thereon, any trade, business, process, manufacture, or deposit, which shall be noisy, noxious, dangerous, or offensive to the neighbourhood, or to the owners or occupiers, owner or occupier of any or either of the said lot or lots of land, or in any way injurious to the said lot or lots of land. AND FURTHER, that in case any breach shall be made of the foregoing covenants, as to trade or business respectively, it shall be lawful for the said ARTHUR GURNEY, his heirs and assigns, and for the owner or owners, for the time being, of the immediate freehold in possession, or the occupier or occupiers, for the time being, of any of the said lots, to enter into and upon the lot or lots of land whereon, or upon any part whereof such breach shall have been made or committed, and the whole of the same lot or lots of land (together with all erections and buildings thereon) to hold, occupy, possess, and enjoy, and the rents and profits thereof to receive and take for his and their own use and benefit

absolutely until the trade or business, so improperly carried on, shall be discontinued, and also for the period of six calendar months next after such discontinuance, or at his, her, or their option, and at the costs of the owner or owners, occupier or occupiers, for the time being, of the same lot or lots of land, to pull down, take possession of, and remove respectively, any trade, fixtures, or stock-in-trade therefrom, and the same to sell, or otherwise dispose of, for the use and benefit of the person or persons so pulling down, taking possession of, or removing the same. AND FURTHER that they, he, or she, (the said covenanting parties or party) and their, his, or her heirs, appointees, or assigns, shall and will at all times hereafter bear and pay a due and rateable proportion of the expense of maintaining and keeping in repair the road or roads, footpath or footpaths, now made or hereafter to be made respectively, upon which his, her, or their said lot or lots, respectively, abuts or abut, such proportion to be ascertained and calculated according to the length or extent of frontage on his, her, or their said lot or lots, respectively, upon the same road or roads respectively, and also a due and rateable proportion, to be ascertained and calculated in like manner, of the expense of maintaining and keeping in repair any sewers and surface drain or drains now made, or hereafter to be made, along the said road or roads, respectively, or any part thereof. AND ALSO in case any doubt, dispute, or difference shall arise touching or concerning the amount to be paid by the said covenanting parties or party, or any of them, or his, her or their heirs, appointees, or assigns, as such due and rateable proportion of the expense of maintaining and keeping in repair the said road or roads, footpath or footpaths respectively, or of maintaining and keeping in repair the said sewers and surface drains, or any of them; then, and in every such case, and so often as the same shall happen, such doubt, dispute, or difference shall be referred to and decided by the surveyor for the time being, to be appointed by the said ARTHUR GURNEY, his heirs or assigns, and the decision of such surveyor shall, in every case, be absolutely binding and conclusive. AND FURTHER, that in case any person or persons, for the time being, bound to pay any such due and rateable proportion as aforesaid, shall neglect or fail so to do for the space of one calendar month next after the same ought to be paid, it shall be lawful for the said ARTHUR GURNEY, his heirs and assigns, and any person or persons liable to pay any part or proportion of the charge, in the payment of a portion whereof such default shall be made, to pay the same, or the portion in payment whereof such default shall so be made, and the said ARTHUR GURNEY, his heirs or assigns, or other the person or persons paying the same, his, her, or their heirs, executors, or administrators, may recover the sum or sums so paid, and interest thereon after the rate of £5 per cent. per annum, and all expenses to be incurred in recovering the same, and also any damages or loss which he, she, or they may have sustained by the previous neglect or omission to pay the same by entry and distress upon the lot or lots of the defaulter, and by selling, disposing of, or otherwise dealing with the distress or distresses then and there found in like manner as if the same were for rent in arrear under a common demise or by entry and perception of the rents and profits of the said lot or lots of the defaulter, or partly in both ways, or in any other lawful manner, PROVIDED ALWAYS that in case under the foregoing powers several persons shall by reason of any default or breach of covenant as aforesaid be at one and the same time in possession or receipt of the rents and profits of any lot or lots, such person or persons shall be considered as tenants in common thereof and entitled to the rents and profits thereof in equal shares: PROVIDED ALWAYS that no covenant or grant hereinbefore contained in respect of any particular lot of land, or any part thereof shall be personally binding on any party to these presents, or his or her heirs, executors, or administrators, after he or she, or his or her heirs, executors, or administrators shall have ceased to be seized of or entitled to any other of the said lots of land, (except only in respect of breaches of such covenant committed during the time of his, her, or their seisin of or title to the lot of land in respect of which such breaches shall have been committed,) and that no covenant, grant, or power hereinbefore contained shall extend or operate to affect or charge any lot of land, or the owner or owners for the time being thereof, other than the particular lot of land in respect of which the act or default, or respective acts or defaults, constituting a breach or breaches of such covenant, or calling into operation such grant or power, shall be done or committed, and the owner or owners, tenant or tenants thereof for the time being, it being the intent and meaning of these presents that no one lot of land comprised in the said map or plan, nor the owner or owners, occupier or occupiers thereof, shall by virtue of anything herein contained be charged or chargeable, or in anywise affected by reason or in consequence of any act or omission, or breach of covenant or condition in respect of any other lot of land. PROVIDED ALWAYS that nothing herein contained shall be held or construed to apply or extend to any lot or lots still held by the said ARTHUR GURNEY and remaining unsold, although the same may be delineated on the said map or plan, it being the intent and meaning of these presents that all such lots so remaining unsold shall be unaffected by these presents, and that the said ARTHUR GURNEY, his heirs or assigns, shall have full power to enjoy, sell, and dispose of, and deal with all or any of such lots respectively, without reference to and wholly independent of these presents, and every clause and provision herein contained. IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Dated 16th May, 1854.

SOUTHGATE ESTATE,

The several persons, &c. &c. } Copy
to } Deed of Covenants,
MR. ARTHUR GURNEY.

J. & H. GODDEN,
6, *Grays-Inn-Place*,
Grays-Inn.

Marshall and Co., Printers, Ingram Court, Fenchurch Street.