



T1740 2/1/1

SIZE COPY

This Indenture made the day of

to a wob the est of the against down or

1894

between ROBERT VARTY of 89 and 90 Leadenhall Street in the City of London Bank Manager hereinafter called the Vendor of the one part and William Borrice Caucas of Cayfood Collage Valiafield in the County of the reachfactori

THE FIRST SCHEDULE ABOVE REFERRED TO.

- 1.—The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge to the approval of the Vendor next the roads rights of way and on the sides of his plot marked T within the boundary.
 - 2.-No building is to project beyond the building line on the plan.
- 3.—The trade of an Innkeeper Victualler or Retailer of Wines Spirits or Beer is not to be carried on upon any plot without the written consent of the Vendor.
 - 4.-No building shall be erected or used as a shop except on plot.
- 5.—No house shop or part of a house or shop shall be erected of less value than £200 on the Main Road or less than £150 upon any other plot. The value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices.
- 6.—No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.
- 7.—No sand gravel clay or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.
- 8.—No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment or any booth swing or roundabout shall be erected made or used or be allowed to remain upon any plot and the Vendor may remove and dispose of any such erections or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto.

9.—Any new roads footpaths and rights of way to be made on the Estate as appearing upon the Plan will be made by the Vendor or such persons as he may employ in manger hereinafter mentioned and the Purchasers shall pay to the Vendor in respect of their Plots one shilling per foot frontage upon such roads and footpaths and threepence per foot frontage upon any right of way such amounts to be payable to the Vendor on demand and to be deemed and taken to be and form part of the purchasemoney for such Plots. Such roads will be formed and covered with about four inches of ballast or burnt clay and the footpaths and rights of way with 21 inches of gravel or burnt clay and the decision of the Vendor's Surveyor shall be final on all questions arising upon the formation or completion thereof.

10.—No timber or other trees in hedges or boundaries of the Plots are to be cut down or disfigured without the consent in writing of the Vendor.

THE SECOND SCHEDULE ABOVE REFERRED TO.

8th July, 1803.—Office copy certificate of contract for redemption of land tax.

25th August, 1803.-The like.

26th October, 1840. - Official extract from the Will of John Clark.

27th September, 1853 .- Statutory declaration of Timothy Burgess.

28th September, 1853 .- The like of Frederick George Perry.

19th August, 1856.—Copy receipt for succession duty of George Frederick Clark.

25th October, 1860.--Conveyance from the Rev. George Frederick Clark to Joseph Savory.

30th October, 1878.—Conveyance from the said Joseph Savory to Granville William Gresham Leveson-

9th June, 1890.—Statutory declaration of the said Granville William Gresham Leveson-Gower.

26th June, 1890.-Conveyance from the said Granville William Gresham Leveson-Gower to the said Robert Varty.

12th August 1890.-Statutory declaration of Mr. James Brand.

Signed, sealed and delivered by the abovenamed Vendor in the presence of

Kos! I'arty

Signed, sealed and delivered by the above William Bringe Tures, (seal.)

Morland Limpus

Parterie

