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*220*

# This Conveyance

made the *sixteenth* day of *December* One thousand nine hundred and twenty-six BETWEEN THE ECCLESIASTICAL COMMISSIONERS FOR ENGLAND (hereinafter called "the Commissioners") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HORNSEY in the County of Middlesex (hereinafter called "the Purchasers") of the other part WHEREAS by virtue of the Acts of Parliament relating to the Commissioners and of the vacancy of the Prebend of Brownswood which occurred on the decease of the Prebendary and also of the vacancy of the See of London which occurred on or about the thirtieth day of December One thousand eight hundred and sixty-eight by the translation of the then Bishop of London to the Archiepiscopal See of Canterbury the Commissioners are seised of or otherwise well entitled to the hereditaments hereinafter described and intended to be hereby conveyed for an estate of inheritance in fee simple subject to a Lease dated the first day of August One thousand nine hundred and eighteen and made between the Commissioners of the one part and the Purchasers of the other part whereby the said hereditaments were with other hereditaments demised to the Purchasers for a term of ten years from the twenty-fifth day of December One thousand nine hundred and seventeen subject to the payment of the yearly rent therein reserved and to the observance and performance of the covenants and conditions therein contained AND WHEREAS by virtue of two Orders of Her late Majesty Queen Victoria in Council dated respectively the eighteenth day of August One thousand eight hundred and fifty-two and the seventh day of October One thousand eight hundred and sixty-nine and duly published in the London Gazettes of the twentieth day of August One thousand eight hundred and fifty-two and the eighth day of October One thousand eight hundred and sixty-nine the Commissioners are authorised to make the sale and conveyance hereinafter expressed to be made by them AND WHEREAS the Commissioners have contracted with the Purchasers for the sale to them of the said hereditaments at or for the price of Two Thousand Eight Hundred Pounds except and subject as and in manner hereinafter appearing NOW THIS DEED WITNESSETH that in pursuance

of the said agreement and in consideration of the sum of Two Thousand Eight Hundred Pounds paid by the Purchasers before the execution of these presents into the Bank of England to the credit of the Commissioners as appointed by them in that behalf the receipt of which said sum is intended to be acknowledged by a Memorandum endorsed hereon and the payment whereof the Commissioners hereby also acknowledge they the Commissioners by virtue and in exercise of all powers and authorities in anywise enabling them in this behalf hereby convey unto the Purchasers and their assigns **ALL AND SINGULAR** the hereditaments and premises described in the Schedule hereto TOGETHER with a right-of-way in common with the Commissioners and all other persons who have or may hereafter have the like right at all times and for all purposes to pass and repass over and along the strip of land coloured yellow on the plan marked "A" attached hereto with or without horses and vehicles **[EXCEPT AND RESERVED** out of this Conveyance all rectorial tithe commutation rent charge arising out of the said <sup>hereditaments</sup> hereditaments or any part thereof] **TO HOLD** the same unto the Purchasers and their assigns in fee simple subject to the tithe commutation rent charge both rectorial and vicarial and to all other (if any) duties payments and obligations ecclesiastical or civil charged upon or payable out of the said hereditaments and to all rights of way light and water and other easements (if any) affecting the same and subject also to the easement for sewer shown by the blue lines on the said plan marked "A" And also subject to and with the benefit (so far as the same affects the hereditaments hereby conveyed) of the hereinbefore recited Indenture of Lease and subject also to such rights of way and such right or user of air light and water and the passage thereof as the Commissioners their lessees or tenants now have or enjoy in through over and upon the said hereditaments or any part thereof to for or in respect of any adjoining property **AND** the Purchasers for themselves and their assigns hereby covenant with the Commissioners and their assigns in manner following that is to say :—

1. **THAT** they will within a period of three calendar months from the date of the receipt from the Commissioners' Surveyors of a notice so to do erect and maintain to the reasonable satisfaction of the said Surveyors suitable fences formed with iron standards and three strands of wire along the boundaries of the said hereditaments and the entrance ways to the said hereditaments from the adjoining roads.

2. THAT they will use the said hereditaments as allotments and for no other purposes whatsoever and will at all times hereafter cultivate or cause the same to be cultivated in a proper and husband-like manner as allotments and keep the same in good heart and condition and free from weeds.

3. THAT they will not build or set up or suffer to be built set up or maintained on the said hereditaments any erection or building whatsoever other than and except a reasonable number of glass houses and one storey sheds to be used as tool houses by allotment holders which glass houses and sheds shall be properly repaired and painted by the Purchasers.

4. THAT they will not erect attach or exhibit upon any part of the said hereditaments any name legend sign notice or advertisement of any kind or nature whatsoever.

5. THAT they will forthwith make and complete the entrance coloured yellow on the said plan marked "A" and at all times maintain and keep the same in good repair and condition to the satisfaction of the Commissioners' Surveyors.

6. THAT the Commissioners shall have full power at all times without obtaining any consent from the Purchasers to deal as they may think fit with any of the hereditaments adjoining opposite or near to the hereditaments hereby conveyed and to erect or suffer to be erected on such adjoining opposite or neighbouring hereditaments any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by the hereditaments hereby conveyed.

AND the Commissioners hereby covenant with the Purchasers that they have not done or knowingly suffered anything by means whereof the said hereditaments or any part thereof are or may be incumbered in title estate or otherwise howsoever.

IN WITNESS whereof the Commissioners and the Purchasers have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The SCHEDULE before referred to.

FIRST-ALL THAT piece or parcel of land situate at Muswell Hill Hornsey in the County of Middlesex containing by admeasurement six acres or thereabouts and with the measurements and dimensions

thereof more particularly delineated on the plan marked "A" attached hereto and thereon coloured pink.

SECONDLY ALL THAT piece or parcel of land situate at Highgate Hornsey in the County of Middlesex containing by admeasurement eight acres or thereabouts and with the measurements and dimensions thereof more particularly delineated on the plan marked "B" attached hereto and thereon coloured pink.

Sealed by The Ecclesiastical Commissioners  
for England in the presence of

*Herbert Baker*

Official Solicitor,  
Ecclesiastical Commission,  
No. 1, Millbank, Westminster,

Sealed by the above-named Mayor  
Aldermen and Burgesses of the Borough  
of Hornsey in the presence of

*W. G. Parry*

Mayor.

*Wm. W. W. W.*

Town Clerk.

WE, the undersigned do hereby acknowledge that the sum of Two Thousand Eight Hundred Pounds the consideration money within mentioned has been paid into the Bank of England to the account of the Ecclesiastical Commissioners for England

£2,800.

WITNESS:

*Herbert Baker*

*Wm. W. W. W.*  
*Wm. W. W. W.*

By a Conveyance dated the 15<sup>th</sup> day of November 1962 between  
the Mayor Aldermen & Burgesses of the Borough of Henbury of the one  
part and Peter Philip John Paul Rugby (hereinafter called the  
Mortgagor) of the other part a triangular piece of land at the southern  
corner of the land comprised in the conveyance (containing approx  
52 square yards) was conveyed to the Mortgagor and the right to  
production hereof was acknowledged.

**1926.**

**1.37.**

THE ECCLESIASTICAL  
COMMISSIONERS FOR ENGLAND

— TO —

THE MAYOR ALDERMEN AND  
BURGESSES OF THE BOROUGH OF  
HORNSEY.

# Conbegance

— OF —

freehold hereditaments at Muswell Hill,  
containing 6 acres and at Highgate containing  
8 acres 0 rds. 10 poles, in the County of  
Middlesex.

3 JAN 1927 BOOK 1 NO 111

# S. M. Land Registry

MIDDLESEX DEEDS DEPARTMENT

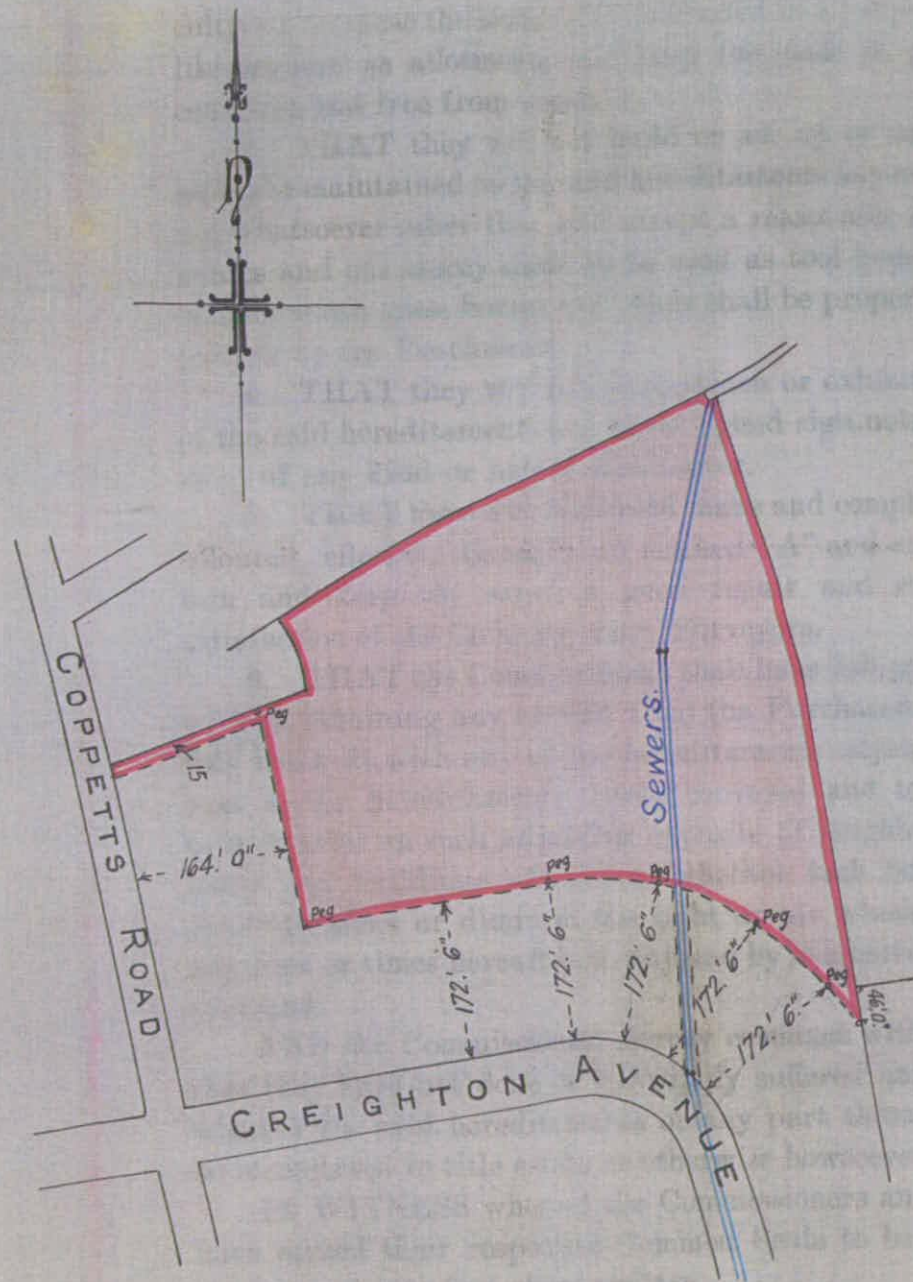
MEMORIAL REGISTER.

*J. Howard Wallace*  
CHIEF LAND REGISTRAR.

CHIEF LAND REGISTRAR.

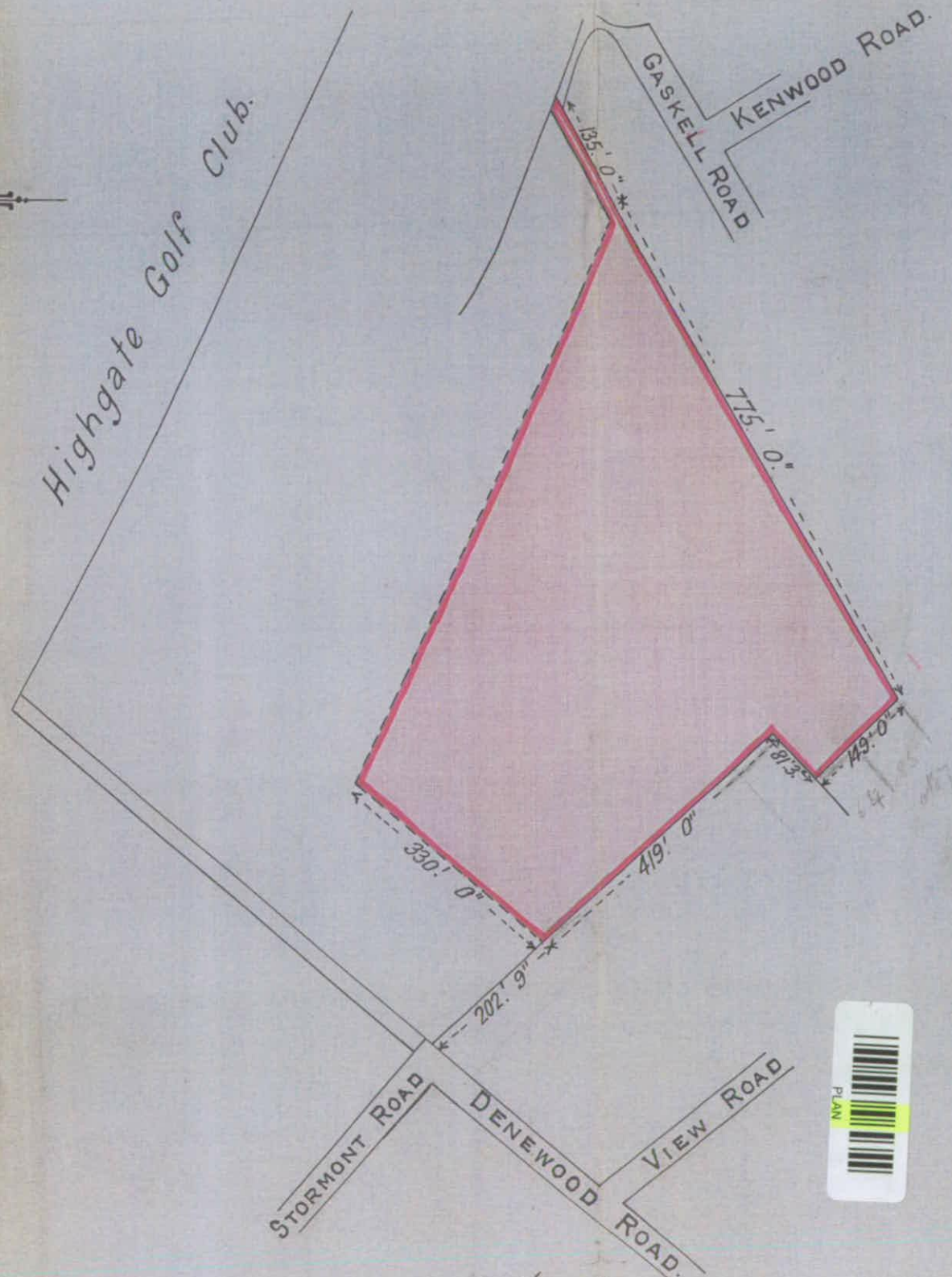


A.



Scale 1/2500

B.



Scale 1/2500

