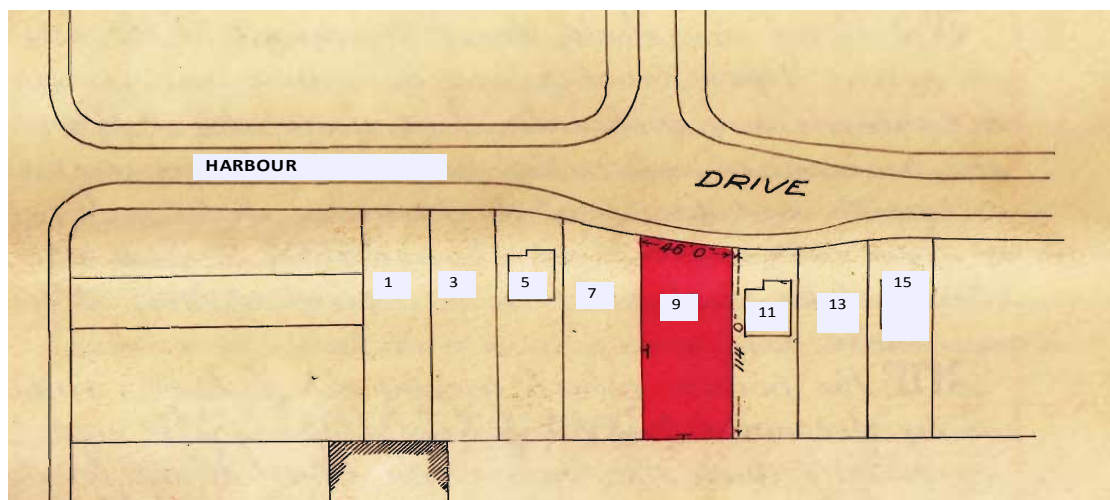


This Conveyance is made the twenty-fifth day of March one thousand nine hundred and thirty six **Between Ebenezer Thorogood** of 36 Upper Langton Road Anglecaster in the County of Yorkshire Builder (hereinafter called “the Vendor”) of the one part and **Ethel Jenkins and Aida Jenkins** both of 51 Roseberry Road Muswell Hill in the County of Middlesex Spinsters (hereinafter called “the Purchasers”) of the other part **Whereas** the Vendor is seized in fee simple in possession free from incumbrances of the property hereinafter described and has agreed to sell the same to the Purchasers for the like estate in possession free from incumbrances at the price of One thousand and sixty one pounds two shillings and the Purchasers have agreed to enter into the covenants hereinafter contained **Now this Deed** made in pursuance of the said agreement and in consideration of the sum of **One thousand and sixty one pounds two shillings** on or before the execution of these presents paid by the Purchasers to the Vendor (the receipt of which sum the Vendor hereby acknowledge) **witnesseth** as follows:-¹



1. **The** Vendor as Beneficial Owner² hereby conveys unto the Purchasers **All that** piece of land situate on the south side of a road known as Harbour Drive at Linemouth in the Urban District of Anglecaster

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- ¹ Despite the convention against punctuation (except for quotation marks, which *were* used), it was the custom to put not only a colon but also a redundant hyphen (en-dashes were unknown to the profession) after “as follows”.
- ² Section 76(1) of the Law of Property Act 1925 provided that “a person who conveys and is expressed to convey as beneficial owner” (that is, as outright owner, not as a trustee) was taken to have given certain title guarantees listed in the Act. Section 1 of the Law of Property (Miscellaneous Provisions) Act 1994 revised the guarantees and changed the code from “as beneficial owner” to “with full title guarantee”.

in the County of Yorkshire which said piece of land has a frontage to Harbour Drive aforesaid of forty six feet or thereabouts and is for purposes of identification only more particularly delineated and shown on the plan drawn hereon and thereon coloured pink Together with the messuage or dwellinghouse erected thereon or on some part thereof and known or intended to be known as N^o 63 Harbour Drive Linemouth Anglecaster aforesaid And Together with the free use and enjoyment for all tenantly purposes of Harbour Drive aforesaid and the sewers drains and watercourses now running through or under the land of the Vendor adjoining or near to the property hereby conveyed in common with the Vendor and all other persons entitled or hereafter to become entitled to the like privilege Except and Reserving in fee simple unto the Vendor and his successors in title free and interrupted³ passage of water and soil⁴ from the buildings and land of the Vendor adjoining or near to the property hereby conveyed through the sewers drains and watercourses under the property hereby conveyed **To hold** unto the Purchasers in fee simple as joint tenants

2. **The** Purchasers shall stand possessed of the premises hereby conveyed Upon trust to sell the same with power at discretion to postpone any such sale And shall stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits of the premises until sale (after payment of rates taxes costs of insurance repairs and other outgoings) In trust for the Purchasers in equal shares as tenants in common
3. **All** the powers which are by the Settled Land Act 1925 and by Section 66 of the Law of Property Act 1925 made exercisable with the leave of the Court shall for the purposes of this Deed be exercisable at the discretion of the Trustees for sale without any order of the Court A Mortgagee shall not be concerned to see for what purpose money is raised and any person dealing for money or moneys worth may assume that all transactions not authorised under any statutory power have been duly authorised by the persons beneficially interested
4. **For** the benefit of the Estate of the Vendor at Linemouth aforesaid or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed the Purchasers hereby jointly and severally covenant with the Vendor that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the covenants conditions and stipulations contained in the First Schedule hereto Provided that the Purchasers or other the owners for the time being of the premises hereby conveyed so far as regards any of the aforesaid covenants which are only restrictive of the user of the land shall be liable only in respect of breaches which occur while they are respectively the owners of the land or the part thereof in respect of which any breach occurs.⁵

³ This must be a mistake. The usual phrase was "free and **un**interrupted passage".

⁴ Sewage, not earth.

⁵ There seems to be a full stop here in the original, at the end of clause 6, and erratically in the schedules.

5. **The** Vendor hereby covenants with the Purchasers that he will as soon as possible and at his own expense make and complete such portions of the carriageway and footpaths of the said road known as Harbour Drive aforesaid in accordance with the requirements and to the satisfaction of and fit for adoption by the Urban District Council of Anglecaster and shall maintain the said road and footpaths in good order and condition until so adopted and on the same being adopted or taken over by the Council that he the Vendor will pay the expenses of such adoption or taking over and hereby indemnifies the Purchasers and their successors in title from and against the same

6. **The** Vendor hereby acknowledges the right of the Purchasers to production of the documents mentioned in the Second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written

The First Schedule above referred to

1. **Not** more than one dwellinghouse shall at any time be erected on the said land hereby conveyed.

2. **No** building on the said land shall be used otherwise than as a private or professional dwellinghouse Any stable or garage erected or to be erected on the said land shall not be used otherwise than as a private stable or garage for use in connection with the dwellinghouse erected on the said land

3. **The** erection of any house or other building on the said land shall not be commenced until plans and specifications have been submitted to and approved by the Vendor or his surveyor.

4. **The** Purchasers shall maintain on each side of the land hereby conveyed shown by the letter "T" on the said plan hedges or fences. No front boundary exceeding three feet six inches in height or side boundary fence exceeding five feet six inches in height shall at any time be erected.

5. **Not** to use or permit to be used in connection with the land and premises hereby conveyed any heavy vehicles (other than furniture removal vans or carts or vans for the delivery of coal or ordinary carts of delivery vans used by tradesmen dealing with private occupiers) over or along Harbour Drive aforesaid until it shall be adopted or taken over by the Local Authority

6. **No** hoarding shall be erected on the said land for advertisements not relating to the selling or letting of any dwellinghouse erected thereon and no trade or business shall be carried on or permitted on the said land nor anything be done on the land or in any building thereon which may be or grow to be a nuisance or annoyance to the Vendor or the owners or occupiers of adjoining or neighbouring properties

7. **No** garage shall be erected unless and until a runway between the kerb of the road and the fenceline shall be constructed to the approval of the Anglecaster Urban District Council

8. The Vendor and his successors in title shall not in any way be restricted as to the mode of building or free user or enjoyment of any land and premises adjoining or neighbouring to the land hereby conveyed whether belonging to him or which he may have contracted to purchase.

The Second Schedule above referred to

1880. 2nd April. Conveyance made between Charles Hoghton Clayton of the one part and Francis Stephen Clayton of the other part.
1913. 2nd May. Statutory declaration by Charles Hoghton Clayton
1913. 7th May. Conveyance made between Sands Clayton Charles Hoghton Clayton the Right Rev. Lewis Clayton and Francis Hare Clayton of the one part and George Winfield Dancocks of the other part.
1916. 11th October. Assent by the Public Trustee to George Harcourt Dancocks Hilda Grace Lucy Stetson Taylor⁶ Daisy May Greenhill and Violet Alice Holloway.
1919. 24th March. Conveyance made between George Harcourt Dancocks Hilda Grace Lucy Stetson Taylor Daisy May Greenhill and Violet Alice Holloway of the one part and John Howard Lacy of the other part
1919. 7th May. Mortgage made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1924. 30th June. Copy Equitable Charge made between John Howard Lacy of the one part and Lancelot Wilkinson Dent of the other part.
1926. 6th Nov^r. Legal Charge made between John Howard Lacy of the one part and Francis Minton of the other part.
1926. 20th Decr. Legal Charge made between John Howard Lacy of the one part and Lionel Frank Christopher Darby of the other part.
1927. 2nd June. Reconveyance (endorsed on before mentioned mortgage of 7th May 1919)
1927. 13th June. Receipt (annexed to before mentioned equitable charge of 30th June 1924) by Lancelot Wilkinson Dent.
1927. 13th June. Statutory Receipt (endorsed on before mentioned legal charge of 6th November 1926) by Francis Minton
1927. 13th June. Statutory Receipt (endorsed on before mentioned legal charge of 20th December 1926) by Lionel Frank Christopher Darby.

⁶ The reader has to guess where one name ends and the next begins.

1927. 13th June. Legal Charge made between John Howard Lacy of the one part and Ernest Webb of the other part.
1929. 24th April. Statutory Declaration by Eustace Sherrard.
1929. 18th Decr. Legal Charge made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1930. 16th July. Further Charge made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1930. 7th Nov^r. Further Charge made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1931. 19th March. Further Charge made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1931. 24th July. Further Charge made between John Howard Lacy of the one part and Barclays Bank Limited of the other part.
1932 11th Oct^r. Statutory Receipt (endorsed on before mentioned legal charge dated 13th June 1927)
1932 11th Oct^r. Statutory Receipt (endorsed on before mentioned legal charge dated 18th December 1929)
1932 11th Oct^r. Conveyance made between Frederick Seymour Salaman⁷ of the one part and Ebenezer Thoroughgood of the other part.

Signed Sealed and Delivered)
by the said Ebenezer Thorogood)
in the presence of)

Signed Sealed and Delivered)
by the said Ethel Jenkins and Aida)
Jenkins in the presence of)

⁷ As this has sounded like an epitome of title (a list of documents showing how the title to the land has devolved on the vendor) one wonders where Mr Salaman came from. But it's *not* an epitome but a schedule of documents withheld. Presumably the document vesting Mr Lacy's title in Mr Salaman was handed over with this conveyance. The obvious explanation for this difference would be that all the earlier documents were retained by a previous owner because they related to other land as well as this plot. But then why was it necessary to retain the conveyance to Mr Thoroughgood?