

1904

M^{rs} E Harris
Boulevard
Woking

Copy

Abstract of the Title

of
Mrs Martha Harris to a piece of
land at Worrell, Surrey.

HERITAGE WALKS ARCHIVE DOCUMENT

Please Return to Mr
J. Snyth
11/2/05
Woking
J. J. Deacon
Woking

Abstract of the Title

M^r & M^s James Harris to a piece of land at Howell, Surrey

7th May 1867
Stamp 5/-
Original produced to me
by Reg^d Ho Bapshot
29th September 1914
R. Wainwright
Woking

Indenture of Enfranchisement between the Right Honorable Arthur George Earl of Bedford Lord of the Manor of Bedford in the County of Surrey of the first part Robert Derby of Brompton in the County of Essex Esq and the Rev Charles Bradshaw Bowles of Witley cum Bedford in the County of Surrey Clerk of the second part the Appointed Commissioners of the third part and James Fry of Chesham in the County of Surrey Esq of the fourth part

Reciting that by an Indenture of Settlement dated the 10th February 1851 between the said Earl of the 1st part Arthur George Lord Viscount Brasley then since deceased of the 2nd part the said Robert Derby and the said Charles Bradshaw Bowles of the 3rd part and Miss Bridger and Miss Mary Bridger therein described of the 4th part the said Manor of Bedford in the said County of Surrey (of which Manor the several hereditaments described in the Schedule thereto were held subject to the payment of the quit rents and heriot mentioned in the said Schedule) was together with other Manors and hereditaments limited and secured subject to an annual sum payable to the said Lord Viscount Brasley during the joint lives of himself and the said Earl but which determined on his death - to the use of the said Earl and his assigns during his life with remainder - to the use of the said Robert Derby and Charles Bradshaw Bowles and their heirs during the life of the said Earl to preserve contingent remainders with heirs remainders over and with an ultimate limitation to the use of the said Earl his heirs and assigns for ever And in the said reciting Indenture was contained a power for the said Robert Derby and Charles Bradshaw Bowles at the request of the said Earl to enfranchise any of the tenements of copyhold or customary tenure situate in the several Manors comprised in the first Schedule to the then reciting Indenture and receive and apply the consideration money arising from such enfranchisement in the manner in the said Indenture more particularly mentioned.

And reciting that the said James Fry was seized or entitled to the tenements described in the Schedule thereto and intended to be thereby enfranchised released and discharged as therein mentioned for himself and his heirs subject to the payment of certain quit rents and the rendering of a heriot and other manorial suits and services to the said Manor

And reciting that the said Earl had under the provisions of the Copyhold Acts agreed with the said James Fry for the enfranchisement of the said tenements and premises and for the release of the said tenements and premises from the quit rents and heriot mentioned in the said Schedule and from all other rents heriots and payments (if any) payable in respect of the said tenements

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and premises for the sum of £ 30-6-4 and the said Earl had at his option determined that the said sum of £ 30-6-4 should be paid to the said Robert Derby and Charles Bradshaw Bowles the Trustees acting under the above mentioned Order of Settlement and thereby by him nominated to receive the same

It is witnessed that in pursuance of £ 30-6-4 sterling by the said James By to the said Robert Derby and Charles Bradshaw Bowles (as such Trustees acting under the said Order of Settlement as aforesaid and thereby nominated as aforesaid) then paid with the approval and by the direction of the said Earl the receipt &c. of the said Earl in exercise of any power given to or vested in him by the Copyhold Act or any of them and every or any other power whatsoever and with the consent of the Copyhold Commissioners Dtd by now abstracting into a parchment grant release and confirm unto the said James By his heirs and assigns

All those the several tenements and premises described in the Schedule thereto and the quit rents and levies mentioned in the said Schedule (and all other (if any) the quit rents and levies and all chief rents and other rents and payments payable out of or in respect of the said tenements and premises mentioned and described in the said Schedule thereto or any part thereof with the appurtenances

Together with all ways waters and watercourses tithes mines minerals quarries rights &c.

And all manorial and seigniorial rights suits and services of every description in respect of the said Manor and appertaining to the said tenements and premises or any part thereof including all the rights relative powers franchises royalties privileges and benefits reserved by the Copyhold Act 1852 Sect: 48.

To hold the same

Unto and to the use of the said James By his heirs and assigns for ever to the intent that all and singular the said tenements and premises might for ever hereafter be held free and absolutely discharged from all manorial and seigniorial rights suits services customs fines levies reliefs quit rents and all other incidents whatsoever of Copyhold or customary tenure of or in relation to the said Manor of Copford or any other Manor of which the said Earl was Lord.

Proviso and Declaration that nothing thereinbefore contained should operate to deprive the said James By his heirs and assigns of any beneficial rights to which he the said James By was then or had been entitled in or upon any of the Wastes or Commons of the said Manor in respect of the tenements and premises thereby aforesaid all which beneficial rights were hereby (as far as might be) confirmed Granted at a General Court Barrow held for the Manor of Copford

3rd June 1867

The Schedule above referred to

inter alia and secondly
All that quit rent of 16/- issuing annually out of
All that messuage or tenement buildings and farm called Springs Farm containing 28 acres little more
or less situate in the Parish of Horsham in the County of Surrey

Executed by all the parties of the 1st, 2nd and 3rd parts and by
George Kelly and Jas. Ward (being 2 of the Appointed Commissioners) -
and attested by one witness as to each and Official Seal of the Appointed
Commissioners affixed

Receipt for moneys under L30-6-4 signed by Robert Deby and Edward
Cradshaw Brookes and witnessed

11th August 1884
Probate produced as
above
29th Sept 1894
R. M.

Will of the said James Dry herein recorded as of Sals Grove in the Parish of Blotham in the County
of Surrey formerly

Whereby after appointing his son James Dry and Henry Gladgate of Slaines in the County of
Middlesex former Clerks and Esqs of that his Will and making certain specific and pecuniary
bequests and devising certain real estate not forming the subject of this abstract.

The said testator devised unto the said Henry Gladgate named (inter alia)

And also all that his messuage farm lands and tenements containing 28 acres
or thereabouts called Springs Farm situate in the Parish of Horsham in the said
County of Surrey formerly in the occupation of Thomas Spring and then of Stephen
Bollett

Upon trust during the life of his testator's Wife Isabella Dry to pay to her the rents issues
and profits of all and singular the same tenements and premises for her sole use and benefit
and from and immediately after her decease

Upon trust to sell the same tenements and to stand possessed of the moneys to arise by the
sale or sales thereof

Upon the trusts herein mentioned -

Power of leasing

Executed by the said James Dry and attested by 2 witnesses

13th August 1886

The said James Dry (the testator) died this day and was buried at Trinity Church West End Blotham
Surrey

20th November 1886

Will proved in the principal Registry by the said James Dry (the son) and Henry Gladgate the
Executors herein named

25th May 1887

Death of 2^d Henry Gladgate

6th January 1888
 Hampshire 10/4
 10/4
 Produced as above
 R.M.

Indenture of this date between James Dry of dole Grove in the Parish of Bloblam in the County of Surrey Farmer of the one part and Harry George Boulter of Surrey Street Brompton in the said County of Surrey Gentleman of the other part

Reading the before abstracted Will of the said James Dry deceased his death and proof of same Will

And reciting that the said Henry Gladgate died on the 23rd May 1887 and was buried at the Parish Church of Small in the said County of Surrey -

It is witnessed that the said James Dry (party hereto) in exercise of the power for that purpose conveyed by the Conveyance and Law of Property Act and of all other powers (if any) thereto enabling him - hereby appointed the said Harry George Boulter to be a Trustee of the said Will in the place of the said Henry Gladgate deceased and the said Harry George Boulter hereby consented to be a Trustee of the said Will accordingly.

It is also witnessed that the said James Dry (party hereto) as Trustee hereby conveyed unto the said James Dry (party hereto) and Harry Geo: Boulter

To hold the same All the before abstracted tenements as described in the said Will

Unto and to the use of the said James Dry (party hereto) and Harry George Boulter in fee simple

Upon the trusts and with and subject to the powers and provisions herein in the said Will declared and contained concerning the same respectively or such of them as were then subsisting and capable of taking effect.

Executed by both parties and attested by Witnesses

11th December 1892

The said John Dry (the Widow of the testator) did this day and was buried at West End Bloblam aforesaid

(Extract from residuary account)

L. L. 1886 to 30.88

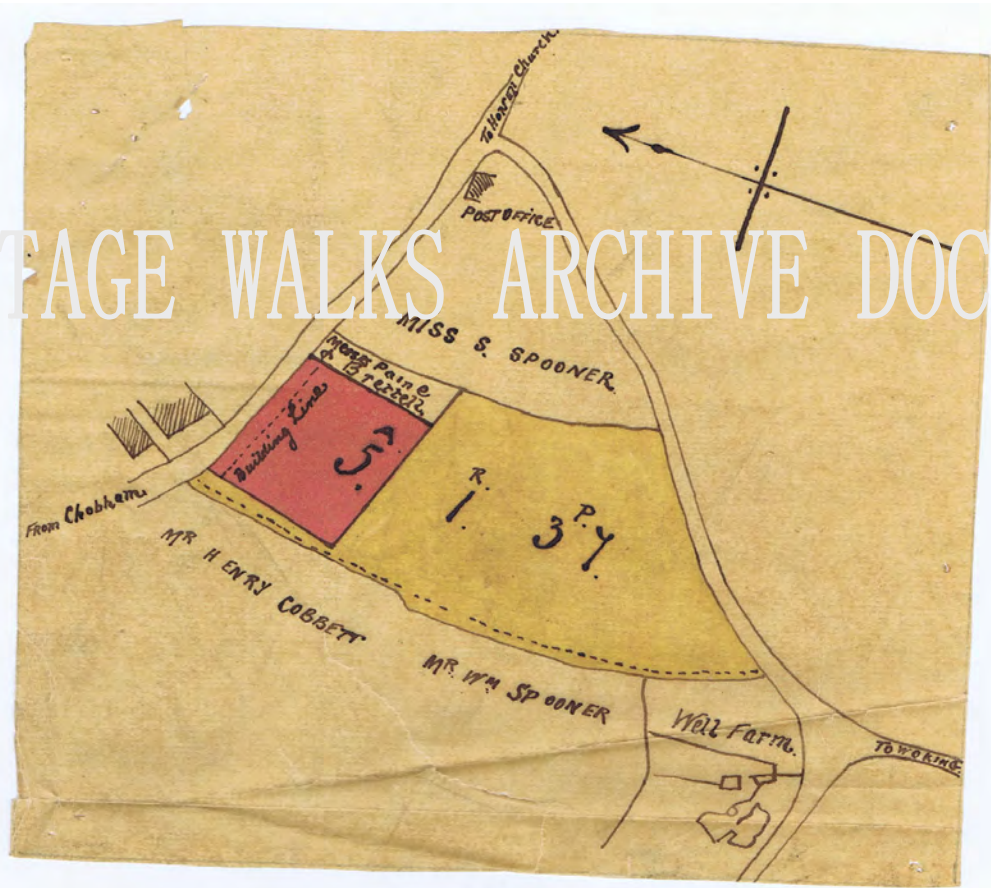
on the death of John Dry who died 11th Decr 1892.

passing to Mrs Harriety Widow Baker the deceased wife of Richard Gladgate Sarah the wife of Robert James Skoep and Mary the deceased wife of John Collins under the Will of James Dry dated the 11th August 1887 proved 20th November 1886.

Inter alia

part of a freehold farm called Well Farm otherwise Spangs Farm containing about 24 acres the remaining portion of same farm being a piece of freehold land containing 5a 1r and 37p or thereabouts sold 25th March 1874 for £300.

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Duly paid 25th July 1894 L. 16. 8

20th March 1894
Hamp L. 1-10-5
Produced 29th Sept 1894
20 above
Handed over
H. Mohr 1895
R.M.



Indenture of this date between the said Jas Fry and Harry Geo. Poulter of the one part and Sarah George the wife of Robt James George of Baginbun Barry Butcher of the other part

Reciting the before abstracted Will of Jas Fry his death and proof of said Will

And reciting that the said Harry George died on 25th May 1887

And reciting the before abated Indenture of the 6th January 1888

And reciting that the tenements hereinafter mentioned and conveyed formed part of the said tenements devised unto the said Jas Fry (party hereto) and Harry George as aforesaid And that the said Jas Fry (party hereto) and H. G. Poulter as the then present Trustees of the said Will had agreed to sell to the said Sarah George the tenements hereinafter mentioned and conveyed and the few simple tenements in possession for some years together with the timber and other trees therein in value of £ 200 and of the said Sarah George entering into the covenants hereinafter in her part contained

It is witnessed that in pursuance of the said agreement and in value of £ 200 paid to the said James Fry and Harry George Poulter as such Trustees as aforesaid by the said Sarah George out of moneys belonging to her for her separate use (the receipt or) and in witness of the covenants on the part of the said Sarah George hereinafter contained the said Jas Fry and Harry Geo. Poulter as Trustees hereto — conveyed unto the said Sarah George

All that piece or parcel of land situate in the Parish of Howell in the County of Barry containing by admeasurement 5.1.57 or thereabouts delineated on the plan drawn in pursuance of the said abstracted Indenture and shown coloured pink and yellow

To hold the same

unto and to the use of the said Sarah George in fee simple

And in pursuance of the aforesaid agreement in that behalf the said S. George to the intent that the tenement of the covenant might run with that portion only of the land hereby conveyed as was coloured pink on the said plan and not further or otherwise and that not only hereto but all persons in whom such land would for the time being be vested hereto consented with the said James Fry and Harry George Poulter their heirs and assigns that the said Sarah George her heirs and assigns would not at any time hereafter erect or permit to be erected anything but houses on that portion of the said land coloured pink on the said plan which should be nearer to the Road in front of the same than was shown or indicated by the line marked on the said plan "building line" that no building shall ever be erected or other chattel adapted or intended for use as a dwelling or sleeping apartment should be erected made placed or used or allowed to remain on the same land or any part thereof whatsoever and no trade or business should be carried on upon such land or any part thereof of a noisy noxious or offensive nature or which might be or become a

insurance, insurance or damage to the said James Fry and Harry George Bulter or their assigns or the neighbourhood. That also the said Sarah Skerpe her heirs and assigns would not meet upon the said land or any part thereof a detached house of less than £130 value or semi-detached houses of less than £200 value the amount of net first cost of each house in materials and labour of construction only (estimated at the lowest current prices) to be deemed its value for that purpose.

Acknowledgment by the said James Fry of the right of the said Sarah Skerpe to the production and to delivery of copies of a certain Indenture dated the 7th day of May 1867 made between Sir Right Honble Arthur George Earl of Guilford of the first part Collett Derby and the Revd G. B. Bence of the 2nd part the Corporation Commissioners of the 3rd part and James Fry of the 4th part (which Indenture was then in the possession of the said James Fry (party Skerpe) and Skerpe undertook for the safe custody thereof

Acknowledgment by the said James Fry and Harry George Bulter of the right of the said Sarah Skerpe to production of the herebefore recited Indenture of the 6th June 1868 (which was then in their possession) and to delivery of copies thereof

Executed by all parties and
Attested by 1 witness as to each

Original produced
X marks 1895
by Rep of Borough
- B.M. -

Certificate of Redemption of Tithe Rent-Charge under the Tithe Commutation Acts

Whereas certain Tithe Rent-Charge amounting in the whole to Twelve shillings and ten pence has been appropriated under the Tithe Commutation Acts upon certain land in the Parish of Howell in the County of Surrey as set forth in the Schedule hereto.

And whereas the said Rent Charge being redeemable under the said Acts due application was made for the redemption thereof according to the provisions of the said Acts

And whereas all necessary consents having been given to such redemption and all other provisions of the said Acts in relation thereto having been complied with, an Order was duly made under the said Acts, directing that the said Rent-Charge should be redeemed by the payment of the sum set out in the Schedule to such Order and also set out in the Schedule hereto.

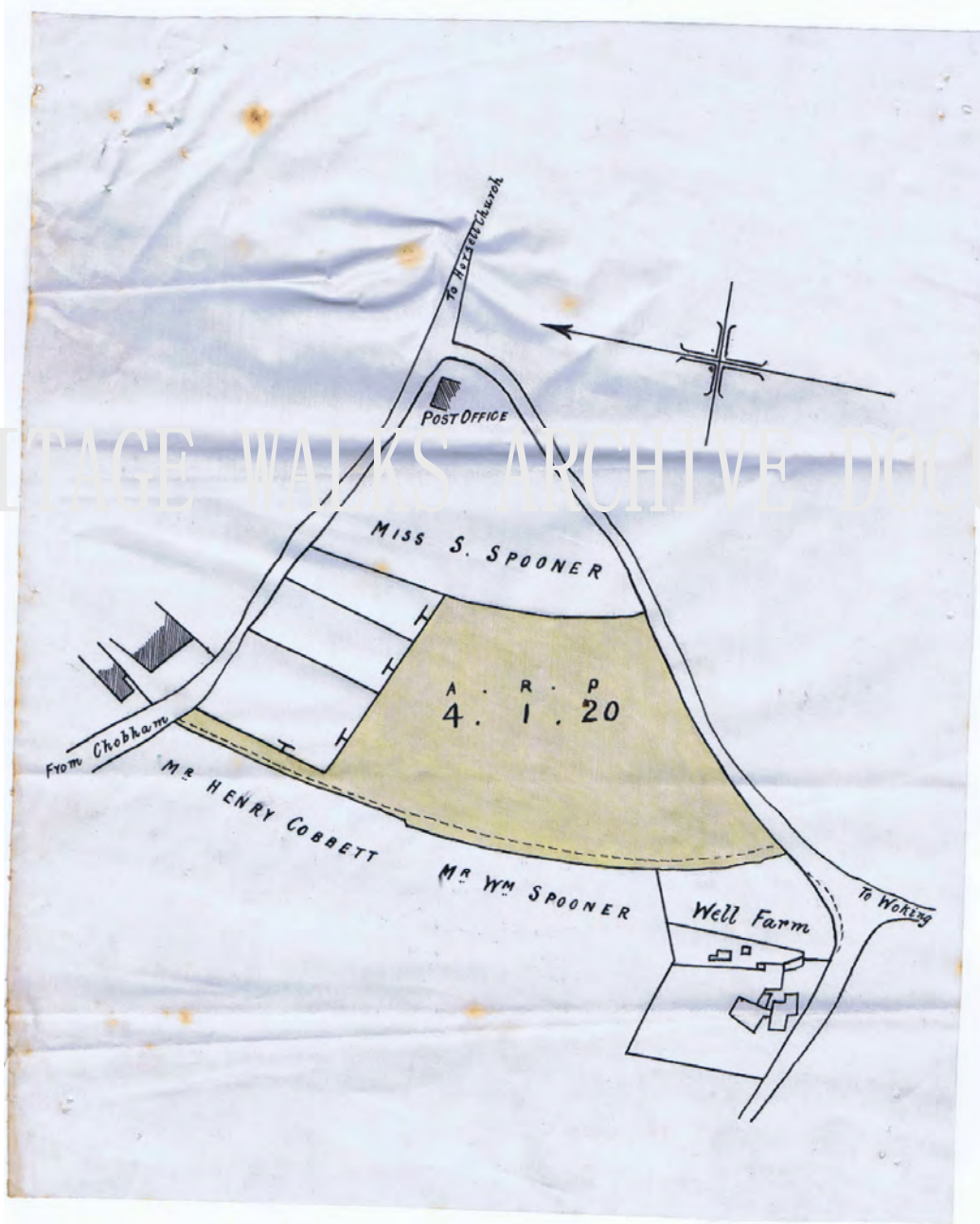
And whereas the fees of the said Parish being allotted to the said Rent Charge the said redemption money in respect thereof was paid to the Governors of Queen Anne's Bounty on the date specified in the Schedule hereto.

Now the Board of Agriculture in consideration of the payment of the sum of sixteen pounds and ten pence as herein ascertained and in pursuance of the powers vested in them by the Board of Agriculture Act 1867 and the Tithe Commutation Acts Do hereby certify that the said Rent Charge amounting to Twelve shillings and ten pence has been redeemed.

In witness whereof the Board of Agriculture have hereunto set their Official Seal this eleventh day of January in the year of our Lord One thousand eight hundred and ninety five-

(L.S.) Richard Dawson
Authorized by the Board

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The Schedule above referred to

Numbers referring to the Plan	Quantities	Rent Chargeable to the Landlord being Rents and Money Collected	Redemption Money in respect thereof	Date of payment of Redemption Money	Date of Appointment
44	A. R. P. 2.2.38	£. s. d. 12. 10	£. s. d. 16. 0. 10	15 th Nov 1894	20 th September 1894

J. R. Moore
Board of Agriculture
12th January 1895

23rd March 1895
Shup L 55?

By Indenture so made and made between the said Sarah George of the one part and the Harris of the 1 Balmans Villas Board School Road Woking in the County of Surrey of the other part

After reciting the before abstracted Indenture dated 30th day of March 1894

And reciting contract for sale for £ 648.

It was witnessed that in witness whereof the sum of £ 648 to the said Sarah George paid by the said the Harris the receipt of the said Sarah George as Principal Curator did hereby convey unto the said the Harris

All that piece or parcel of land situate in the Parish of Correll in the County of Surrey containing by admeasurement 4 1/2⁰⁰ acres or less which land was bounded on or towards the North in part by land now or lately belonging to Messrs Lewis & Barrett in other part by land of William Richard Rooke and in other part by land now or late of the said the Harris and by the Road from Blotham to Correll Church on or towards the South by the Road from Correll Church to Woking or on towards the East by land of Miss C. Spence and on or towards the West in part by land of William Spence and in other part by land of Henry Collett and was more particularly described in the plan drawn thereon and thereon colored yellow

To hold the same unto and to the use of the said the Harris in fee simple covenant by the said the Harris with the said Sarah George in manner following but so that the covenants hereinafter contained should run with the land intended to be hereby conveyed and should be binding on the Owner or Owners for the time being thereof or of any part thereof and not further or otherwise that no but shall survive

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house or outhouse or other chattell adapted or intended for use as a dwelling or sleeping-apartment shall be erected, made, placed or used or allowed to remain on the same land or any part thereof whatsoever and no trade or business shall be carried on upon such land or any part thereof of a noisy, noxious or offensive nature or which might be or become a nuisance, annoyance or damage to the said Sarah Thorpe or her assigns or the neighbourhood.

And also that the said Mr Harris his heirs and assigns would not erect upon the said land or any part thereof a detached house of less than £100 value or detached houses of less than £250 value the amount of net first cost of each house in materials and labour of construction only (estimated at the lowest current prices) to be deemed its value for this purpose.

Executed by both parties and attested.

26th March 1875
Stamp 2/-

By Indenture of Mortgage so made and made between the said Mr Harris of the one part and Robert Horrocks of Woking in the County of Surrey Collector of the other part.

It was witnessed that in consideration of £400 paid to the said Mr Harris by the said Robert Horrocks the receipt of the said Mr Harris hereby covenanted with the said Robert Horrocks to pay to him on the 26th day of September 1875 the said sum of £400 with interest and also at long after that day as any principal money remained due upon or in respect of the covenant Mortgage continued to pay to the said Robert Horrocks interest thereon at the same rate as therein mentioned.

And it was also witnessed that for the same consideration the said Mr Harris as Beneficial Owner hereby covenanted to the said Robert Horrocks.

All the before abstracted premises described in and conveyed by the said Indenture of Mortgage dated the 25th day of March 1875.

To hold the same unto and to the use of the said Robert Horrocks in fee simple.

Subject to the usual proviso for reconveyance on payment by the said Mr Harris of the said principal sum of £400 and interest.

Executed by the said Mr Harris and attested.

8th August 1876
Stamp 2/-

By Indenture so made (entered on the lastly abstracted Indenture) and made between the said Robert Horrocks of the one part and the said Mr Harris of the other part and supplemented to the herein within written Indenture of Mortgage dated the 26th day of March 1875.

After reciting that various pieces of land described in the herein within written Indenture had been sold by the said Mr Harris since the date thereof and had been conveyed to the purchasers thereof together with certain rights of way over certain

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proposed new Roads known or intended to be known as Brunide Road and Weaver Road or over one of them but subject to certain covenants and stipulations as to Building and otherwise

It was witnessed that in witness of all principal money and interest due under the Mortgage within written Indenture of Mortgage paid to the said Robert Hoosep by the said Eli Harris the receipt of the said Robert Hoosep as Mortgagee did hereby convey unto the said Eli Harris

All the land then remaining subject to the Mortgage within written Indenture of Mortgage

To hold the same unto and to the use of the said Eli Harris in fee simple subject to such rights of way as were then existing over any part thereof but discharged from all principal money and interest secured by and from all claims and demands under the Mortgage within written Indenture of Mortgage.

Executed by the said Robert Hoosep and attested.

23rd January 1896.

By Redemption of Land-Tax is dated the said Eli Harris returned the Land Tax of seven shillings and nine pence charged upon

All that piece or parcel of land in the Parish of Horwells in the County of Surrey then lately forming part of Well Farm and containing four acres or thereabouts and bounded on the south east by Perry Lane on the West by of bollett on the North by other property of the said Eli Harris and on the East by property of Miss Spooner.

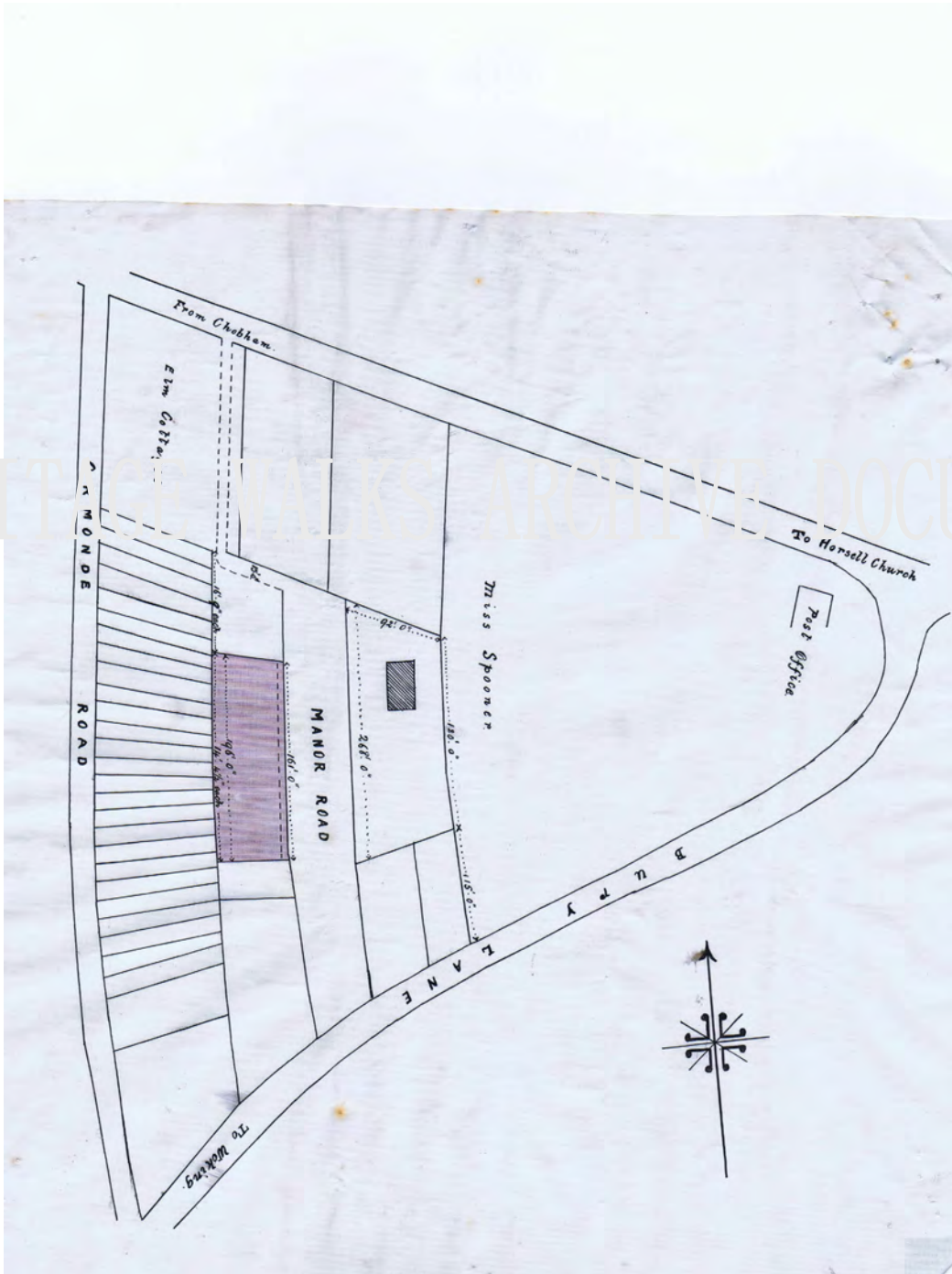
24th August 1896.

By Indenture of this date made between the said Eli Harris of the one part and Emma Tribe of Harehewell Wifford in the County of Surrey Spinster of the other part

Reciting that the said Eli Harris was seized of the hereditaments hereinafter described and intended to be hereby conveyed for an estate in fee simple in possession free from incumbrances and had agreed to sell the same to the said Emma Tribe at the price of £90

It was witnessed that in witness of the sum of £90 paid to the said Eli Harris as beneficial owner granted and conveyed unto the said Emma Tribe and her heirs (male also)

Secondly All that piece or parcel of Land situate in the said Parish of Horwells and having a frontage on the East side thereof of 161 feet or thereabouts to a road there called Weaver Road and was



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more particularly delineated and colored pink in the plan drawn on now abate ^{the} ~~the~~ All which said pieces or parcels of land were part of a field, recently purchased by the said Eli Harris of Sarah Thorpe

To hold the same unto and to the use of the said Emma Sike and her heirs in fee simple

Covenant by the said Emma Sike with the said Eli Harris his heirs and assigns so owners or owners for the time being of the adjoining land but so that the covenants thereafter contained should run with the land hereby conveyed and should be binding on the owner or owners for the time being thereof or of any part thereof and not further or otherwise That no hut caravan shed house or other chattel adapted or intended for use as a dwelling or sleeping apartment should be erected made placed or used or allowed to remain on the same land or any part thereof whatsoever and no trade or business should be carried on upon such land or any part thereof of a noisy noxious or offensive nature or which might be or become a nuisance annoyance or damage to the said Eli Harris his heirs or assigns or to the neighborhood Also that she the Purchaser her heir or assigns would not erect upon the said land or any part thereof a detached house of less than one hundred and eighty pounds value or semi-detached houses of less than £200 value the price the amount of net first cost in material and labour of construction only (calculated at lowest current prices) to be deemed its value for that purpose Also that she the said Emma Sike her heirs or assigns would not erect any house or building upon the said land nearer to the said Ormonde Road than the distance indicated on the said plan by the dotted line thereon marked "Building Line" which line was 8 feet from the said Ormonde Road And also would not erect any house or building upon the said pieces of land fronting Manor Road nearer than four feet to the said Manor Road And she would within three calendar months from the date thereof erect and for ever there maintain good and sufficient fences not exceeding 6 feet in height upon the East side of the land therein respectively described and on the West side of the land therein respectively described

Acknowledgment by the said Eli Harris of the right of the said Emma Sike to production of the documents of title mentioned in the Schedule thereto and to delivery of copies thereof and undertaking for the safe custody thereof

The Schedule above referred to.

30th March 1894. Indenture of Conveyance made between James Fry and Henry George Poulter of the one part and Sarah Thorpe of the other part

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25th March 1895. Indenture of Conveyance made between Sarah Thorpe of the one part and the said Eli Harris of the other part

Executed by both parties and attested
Memorandum of deed of 13th October 1897 not affecting the subject of present abstract
Memorandum of vest hereinafter abstracted Indenture endorsed

21st May 1898
Stamp 7/6
Examined by W.A. Parker with original deed
18/9/05.

By Indenture of this date made between the said Emma Tribe of the first part the said Eli Harris of the second part and ~~the said~~ Martha Harris ^{the wife of the said Eli Harris} of the third part

Reciting that the said Emma Tribe was seized or otherwise well entitled to the hereditaments therein firstly and secondly described for an estate in fee simple and had agreed with the said Martha Harris for the absolute sale to her of the said heredit. at the price of £72

And reciting that the said Eli Harris was seized of the heredit. therein described and coloured brown on the plan drawn on now abstracting Indenture and had agreed with the said Martha Harris to grant to her the right of way as therein mentioned over and along the said piece of land

It was witnessed that in pursuance of the said agreement and in consonance of the sum of £72 paid to the receipt of the said Emma Tribe as beneficial owner conveyed unto the said Martha Harris and her heirs (inter alia)

Secondly, all that piece or plot of land situate in the said parish of Horwell and having a frontage on the east side thereof of 161 feet or thereabouts to a road there called Manor Road as the same with the dimensions thereof was more particularly delineated and colored pink in the said plan which said piece or plots of land therein before 1st and 2nd described formed part of the land conveyed to the said Emma Tribe by an Indenture dated the 26th day of August 1896 and made between the said Eli Harris of the one part and the said Emma Tribe of the other part

To hold the same unto and to the use of the said Martha Harris her heirs and assigns in fee simple as part of her separate estate

And it was also witnessed that in pursuance of the said agreement and in consideration of the premises the said Eli Harris as beneficial owner granted unto the said Martha Harris her heirs and assigns that it should be lawful for the said M. Harris her heirs and

The plan is the same as in lastly, abstr. Indent. except that Manor Road is colored

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assigns as owner or owners for the time being of the piece of land therein secondly described and colored pink in the said plan and her and their tenants and servants and all other persons authorized by her or them from time to time and at all times then at her and their will and pleasure to pass and repass over and along the passage way and roadway colored brown on the said plan onto the passage way between the points marked "A" and "B" on the said plan for light traffic only and as to the said road marked Manor Road with or without horse carts carriages or vehicles of all descriptions to the end and intent that the right of way thereby granted should be for ever hereafter appertaining to the said piece of land colored pink on the said plan for all purposes connected with the use occupation or enjoyment of the said piece of land

Covenant by said M. Harris with the said E. Tribe that she the said M. Harris her heirs and assigns owner or owners for the time being of the said piece of land thereby conveyed would contribute a fair and reasonable proportion of the cost of keeping the same in repairs of the said Manor Road and footpath and if any difference should arise as to the amount which ought to be so contributed the same should be referred to two arbitrators one to be appointed by each party under and subject to the provisions of the Arbitration Act 1889

Covenant by the said M. Harris with the said Emma Tribe her heirs and assigns or the owner or owners for the time being of the adjoining lands but so that the covenants hereinafter contained should run with the land thereby conveyed and should be binding on the owner or owners for the time being thereof or of any part thereof and not further or otherwise That no hut shed carriage house or wheel or other chattel adapted or intended for use as a dwelling or sleeping apartment should be erected made placed or used or allowed to remain on the said land or any part thereof whatsoever and no trade or business should be carried on upon such land or any part thereof of a noisy noxious or offensive nature or which might be or become a nuisance annoyance or damage to the sd. E. Tribe her heirs or assigns or to the neighborhood Also that she the said M. Harris her heirs or assigns would not erect upon the said land or any part thereof a detached house of less than £180 value or semi-detached houses of less than £360 value the fair the amount of net first cost in material and labor of construction only (estimated at lowest current prices) to be deemed its value for that purpose also that she the sd. M. Harris would not erect any house or building upon the said land theretofore firstly nearer to the said Ormeau Road than the distance indicated on the said plan by the dotted line therein

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marked "Building Line" which line was 8 feet from the said Ormeau Road and also would not erect any house or building upon the said piece of land therein secondly described fronting Manor Road nearer than 4 feet to the said Manor Road and that she would maintain and keep in good order and condition the fence erected on the east side of the land therein secondly described

Acknowledgment by the said E. Tribe of the right of the said M. Harris as to the production of the title mentioned Deed of 26th August 1896

Executed by all parties and attested
Memorandum (indorsed) dated 4th May 1901 not affecting
subject of this abstract