

DATED 19th August 1851

COPY

SECOND AIGBURTH LAND

COMPANY

(CRESSINGTON PARK)

DEED

Of

COVENANTS

THIS INDENTURE made the nineteenth day of August in the year of Our Lord One thousand eight hundred and fifty one BETWEEN The SEVERAL PERSONS WHOSE NAMES AND SEALS ARE HEREUNTO SUBSCRIBED AND AFFIXED except William Okell and Alexander Colquhoun Jeffrey of the first part and the said WILLIAM OKELL of the City of Glasgow Silk Mercer and ALEXANDER COLQUHOUN JEFFREY of Liverpool in the County of Lancaster Surgeon of the second part WHEREAS by the indenture bearing date the third day of May One thousand eight hundred and fifty one and made between Christopher Hird Jones of Liverpool in the County of Lancaster Silversmith of the first part William Hope of Liverpool aforesaid Esquire of the second part Maria Jones wife of Edward Jones of Bryn Hyfryd near Ruthin in the County of Denbigh Gentleman of the third part Peter Hope of Bootle in the County of Lancaster Gentleman and Harriett Milne wife of Thomas Milne of Warley House near Halifax in the County of York Wine Merchant of the fourth Ralph Leyland of Liverpool aforesaid plumber John Bennett of Liverpool aforesaid Estate Agent Joseph Angelus Dominic Watts of Liverpool aforesaid Printer and Thomas Doran of Liverpool aforesaid Bookkeeper of the fifth part and the said William Okell and Alexander Colquhoun Jeffrey of the Sixth part IN CONSIDERATION of the sum of Twenty four thousand six hundred and fifty eight pounds five shillings paid by the said William Okell and Alexander Colquhoun Jeffrey as therein mentioned ALL those several Fields or Closes of Land with the house and outbuildings on part thereof erected and standing situate in Garston in the County of Lancaster containing in the whole Forty acres three roods and one perch of statute measure or thereabouts and more particularly described in the plan thereof drawn upon those presents TOGETHER with the appurtenances were granted and conveyed unto and to the only proper use and behoof of the said William Okell and Alexander Colquhoun Jeffrey their heirs and assigns as joint tenants both at Law and in Equity and not as tenants in common AND the said William Okell and Alexander Colquhoun Jeffrey did thereby for themselves their heirs Executors Administrators and Assigns covenant with the said William Hope his Heirs executors and administrators and also as a separate covenant with the said Ralph Leyland John Bennett Joseph Angelus Dominic Watts and Thomas Doran their heirs executors and administrators in manner following (that was and is to say) that no dwelling house should be erected on any part of the said land thereby granted and conveyed which should be of less value than Four hundred pounds exclusive of walls and outbuildings and that not more than one dwellinghouse with suitable outbuildings should be erected on any One thousand yards of the said land AND that the said William Okell and Alexander Colquhoun Jeffrey their heirs or assigns should not nor would erect or permit or suffer to be erected on the said land any Mill Steam Engine Brewery Chemical Works Limekiln Glass Works Slaughterhouse or Tannery or carry on or permit to be carried on or exercised on the same the trade of a Soap Boiler Candle maker Skinner or Tanner Brewer Manufacturer of Acids or Alkalies Retailer of Malt or Spirituous liquors or any trade or business nor make any Bricks on the said land AND that in case any building should be erected on the said land contrary to the Covenant thereinbefore contained it should be lawful either for the said William Hope his heirs or assigns or for the said Ralph Leyland John Bennett Joseph Angelus Dominic Watts and Thomas Doran their heirs and assigns or any of them to enter into and upon the said land and to abate and pull down such buildings and erections or by Bill in Equity to enjoin the erection of any such building or buildings contrary to the covenant hereinbefore contained

AND WHEREAS the said fields or closes of land were purchased by the said William Okell and Alexander Colquhoun Jeffrey for the purpose of laying out and dividing the same into the several plots or allotments and forming the ways or roads sea wall and promenade or otherwise in

the manner described in the plan drawn upon these presents with a view first to the erection of a dwellinghouse with suitable out offices on each of the said plots of land and as Trustees for the several and respective persons parties hereto to each of whom the several and respective plot or plots of the said land in the said plan inscribed with his respective name has or have been severally conveyed as they do hereby respectively acknowledge

AND WHEREAS in the Conveyance of each and every of the said plots of land to the said persons parties hereto are contained on the part of the Grantees therein respectively named and their respective heirs executors administrators and assigns covenants similar in terms or in effect to the covenants hereinafter contained AND WHEREAS it has been deemed expedient that three of the said plots of land shall be given for the purpose of building a place of Worship of the established Church of England AND WHEREAS the site of the roads and of the sea wall and promenade described in the said plan and therein for distinction coloured Yellow and also the lodge are intended to be left vested in the said William Okell and Alexander Colquhoun Jeffrey their heirs and assigns by virtue of the said Conveyance of the third day of May One thousand eight hundred and fifty one UPON TRUST to permit and suffer the same at all times for ever to be freely used and enjoyed by the said persons parties hereto and their respective heirs and assigns and by the occupiers for the time of the said several plots of land inscribed in the said plan with the names of the said persons parties hereto and of the several dwellinghouses erected or to be erected thereon respectively and as to such plot or plots of land as shall not be allotted to or taken by any of the said persons parties hereto UPON THE TRUSTS hereinafter declared AND WHEREAS for better securing the performance of the Covenants contained in the several and respective Conveyances of the said several and respective plots of land described in the said plan on the part of the several and respective Grantees therein respectively named and their respective heirs executors administrators and assigns it was agreed that each of the several and respective Grantees on delivery to him her or them of his her or their respective Conveyance and before parting with or Conveying away the plot or plots thereby Conveyed or any part thereof should execute these presents

NOW THIS INDENTURE WITNESSETH that in pursuance of the said hereinbefore recited agreement each of them the said persons parties hereto of the first part but so far only as relates to the several and respective plot or plots of land in the said plan inscribed with his own respective name and so far as relates to the Acts and Deeds of himself respectively and his respective heirs executors administrators and assigns in relation to the same several and respective plot or plots of land but not further doth hereby for himself his heirs executors administrators and assigns covenant with the said William Okell and Alexander Colquhoun Jeffrey their heirs and assigns and each of them the said William Okell and Alexander Colquhoun Jeffrey but so far only as relates to the several and respective plot or plots of land in the said plan marked with his own respective name and so far as relates to the Acts and Deeds of himself respectively and his respective heirs executors administrators and assigns in relation to the same several and respective plot or plots of land but not further doth hereby for himself his heirs executors administrators and assigns covenant with the other of them the said William Okell and Alexander Colquhoun Jeffrey and his respective heirs and assigns and also as a separate Covenant with each of the said persons parties hereto of the first part and his respective heirs executors administrators and assigns in manner hereinafter mentioned (that is to say)

Not more than one Dwelling-house of the value of £400 to be built on any plot.

FIRST – THAT not more than one dwellinghouse shall be erected on each or any of the said plots of land and that each such dwellinghouse shall be of not less value than Four Hundred Pounds exclusive of the land fences and outbuildings belonging thereto

Distance from road of houses.

SECONDLY – THAT each and every such Dwellinghouse with every outbuilding shall be placed ten yards neither more nor less back from the road including projections except those immediately adjoining the promenade which shall be placed Eight Yards neither more nor less back including projections

Distance from roads of outbuildings and as to front railing, division fences etc.

THIRDLY – THAT no stable or other outbuilding shall be nearer than ten yards from the Road boundary walls except to those houses immediately adjoining the promenade and then such stable or other outbuilding shall not be nearer than eight yards from the Road boundary walls and that the Iron Railings and coping fronting the Roads shall be of uniform height namely the Railings three foot six inches and the Coping two feet in height, the measurement to be taken from the Crown of the Road Opposite and that the division fences to the extent of ten yards back from the Road be built or constructed of Iron stone or brick and if constructed of Iron shall not exceed five feet six inches in height and if built of brick or stone shall not exceed three feet in height and that no temporary fence shall be made but such as shall be approved of by the said persons parties hereto of the first part

No works to be erected on plots.

FOURTHLY – THAT no Mill Steam Engine Brewery Chemical Works Limekiln Glass Work or Slaughterhouse shall be erected on any part of any of the said plots or parcels of land

No trade or manufactory

FIFTHLY – THAT there shall never at anytime be carried on upon any of the said several plots of land or upon any part thereof respectively or in any building erected or to be erected upon any of the said plots of land any of the trades manufactures or businesses following that is to say Soap Boiler Candle Maker Skinner or Tanner Brewer Manufacturer of Acids or Alkalies Retailer of Malt or Spirituous Liquors or any other trade manufacture or business whatsoever

Power to transfer to abate nuisances.

SIXTHLY – THAT in case any building shall be erected or be begun to be erected on any part of any of the said several plots of land marked with the name of any of the said persons parties hereto of the first part contrary to the stipulations and agreements hereinbefore contained then and in any and every such case and when and so often as the same shall happen it shall be lawful for the said William Okell and Alexander Colquhoun Jeffrey or the survivor of them his heirs or assigns or other the Trustees or Trustee for the time being under these presents to enter into and upon any and each parcel of land whereon any such building shall be erected or be begun or be in the course of erection respectively and to abate and pull down every such building or by Bill in Equity to enjoin and restrain the erection thereof and that in case any Building shall be erected or be begun to be erected on any part of any of the several plots of land marked with the name of either of the said persons parties hereto of the second part contrary to the stipulations and Agreements hereinbefore contained then and in any and every such case and when and so often as the same shall happen it

shall be lawful for the other of them the said persons parties hereto of the second part or his heirs or for any of the said persons of the first part his heirs or assigns to enter into and upon any and each plot of land whereon such building shall be erected or be begun of or be in the course of erection respectively and to abate and pull down every such building or by Bill in Equity to enjoin and restrain the erection thereof

Parties of the first part and also Trustees to pay proportionate shares of keeping roads etc in repair

SEVENTHLY – THAT each and every of them the said persons parties to these presents and his respective heirs executors administrators and assigns shall and will from time to time contribute and pay a due and just proportion in respect of the plot or several plots of land in the said plan marked with his name respectively and of the dwellinghouse on each such plot erected or to be erected in common with the owners of the several other plots of land described in the said plan of all costs charges and expenses which have been already incurred and which from time to time and at all times hereafter be incurred in or about the forming and constructing and the maintaining and keeping in good repair and cleaning and scouring as well of the several roads or ways described in the said plan and of the sea wall promenade and lodge as also all and every the main drains and main sewers already made or hereafter to be made in or upon any part or parts of the land described in the said plans for the common use convenience and advantage of the owners for the time being of the said several plots of land described in the same plan and of the dwellinghouses erected or to be erected thereon respectively or for the general and common drainage of the same lands and that the expense of lighting the said roads or ways with gas shall be contributed and paid by the owners of such dwellinghouses as for the time being shall be erected on the said plots of land and as shall be completed and fit for habitation in equal shares and proportions and that for such respective proportionate share of all such costs charges and expenses as aforesaid of any of the said persons parties hereto of the first part or his or their respective heirs or assigns or the owner or owners for the time being of any of the said plots of land inscribed on the said plan with the name or names of any of the said persons parties hereto of the first part or of the dwellinghouse or dwellinghouses thereon erected who shall refuse or neglect to pay such proportionate share of such costs charges and expenses the said William Okell and Alexander Colquhoun Jeffrey or the survivor of them or his heirs executors administrators or assigns or other the Trustees or Trustee for the time being under these presents shall when and so often as such refusal or neglect shall happen have full power to distrain upon and shall and may distrain upon the plot of land messuage or dwellinghouse or several and respective plots of land Messuages or dwellinghouses the owner or respective owners whereof respectively shall have made such neglect or refusal in the same manner as Landlords are authorised to do for rent in arrear and dispose of such distress or distresses accordingly and that for such respective proportionate share of all such costs charges and expenses as aforesaid of either of the said persons parties hereto of the second part or his respective heirs or assigns or the owner or owners for the time being of any of the said plots of land inscribed in the said plan with the name or names of either of the said persons parties hereto of the second part or of the dwellinghouse or dwellinghouses thereon erected who shall refuse or neglect to pay such proportionate share of such costs charges and expenses the other of them or the executors or administrators of such other or other the Trustee for the time being shall when and as often as such refusal or neglect shall happen have full power to distrain upon and shall and may distrain upon the plot of land messuage or dwellinghouse or several and respective plots of land Messuages or dwellinghouses the owner or respective owners whereof respectively shall have made such neglect or refusal in the same manner

as Landlords are authorised to do for rent in arrear and dispose of such distress or distresses accordingly

No Sewer to be broken into without leave

EIGHTHLY – THAT no sewer shall be opened or broken into without leave of the Trustees for the time being and in case the owner or owners of any of the said plots of land or any person or persons employed by him or them shall do any manner of injury or damage to the curb stones sewers or ways or roads on the said lands by reason of building on any such plot or plots of land or by any other means every such owner his heirs executors administrators or assigns shall immediately repair and make good such damage or if he should neglect or fail so to do for the space of fourteen days after the damage or injury done then it shall be lawful for the said Trustees or Trustee for the time being or any of them to cause all such repairs to be made and done as they or he may consider necessary to such curb stones sewers and ways or roads and forthwith and by any legal process to recover all expenses thereof from the owner or owners causing such injury or damage to be done

Parties hereto to abide by all rules and regulations from time to time.

AND LASTLY – THAT the several and respective persons parties to these presents respectively and their respective heirs and assigns and the respective owners for the time being of the said several and respective plots of land inscribed in the said plan with the names of the said persons parties to these presents respectively and of the several and respective dwellinghouses erected or to be erected thereon respectively shall and will from time to time and at all times hereafter abide by submit to and observe all such lawful and reasonable rules and regulations as shall from time to time be made by or on behalf of the owners for the time being of the same several plots of land at any meeting to be held as hereafter mentioned for or in relation to the promoting of the better and more convenient and advantageous enjoyment of the whole of the same plots of land and the dwellinghouses thereon or for or in relation to the contribution by the owner or owners for the time being of each of the same plots of land of the means necessary towards the expenses of keeping in repair the said roads sea wall promenade and lodge and main drains and sewers and of lighting the said roads with gas

Covenant of Trustees that roads & promenade to be left open and unbuilt upon

AND the said William Okell and Alexander Colquhoun Jeffrey do hereby for themselves their heirs executors and administrators covenant with each of the said persons parties hereto of the first part and with his respective heirs executors administrators and assigns that they the said William Okell and Alexander Colquhoun Jeffrey their heirs and assigns do and shall stand seized of and interested in all the roads described in the said plan and thereon coloured Yellow and of the said Promenade UPON TRUST to permit and suffer the same at all times for ever hereafter to be left open and unbuilt upon and to be freely used and enjoyed by the said several and respective persons parties to these presents and by their several and respective heirs and assigns and by the owners and occupiers for the time being of the said several and respective plots of land numbered 1 to 174 inclusively upon the said plan and of the several and respective dwellinghouses erected and to be erected thereon respectively

AND IT IS HEREBY AGREED AND DECLARED between and by the said several persons parties to these presents that the said roads and promenade shall at all times for ever hereafter be left open and unbuilt upon and be freely used and enjoyed by the said several persons parties to these presents and by their respective heirs and assigns and by such occupiers as aforesaid

For the purpose of agreeing upon expenses to keep roads etc in repair regulations hereafter mentioned to be observed.

AND for the purpose of agreeing and determining upon the expenses to be from time to time incurred in keeping the said roads promenade sea wall lodge and sewers in repair and for lighting the said roads with gas and also for making and determining upon the rules and regulations to be observed for the better more convenient and more advantageous enjoyment of the said several plots of land and the dwellinghouses erected and to be erected thereon and for securing all other objects of these presents it is hereby agreed and declared between and by the said persons parties to these presents as follows (that is to say)

General Meeting in every year.

THAT there shall be one general meeting of the proprietors for the time being of the said plots of land and dwellinghouses in every year to be held on the first Monday in July at the Clarendon Rooms in South John Street in Liverpool or at such other place in Liverpool or Aigburth as may from time to time be agreed upon at any Meeting or otherwise. And an Extraordinary Meeting may also be held at any time when and so often as the Trustees for the time being of the said roads or the proprietors for the

Extraordinary meeting.

time being of twenty or more of the said plots of land shall convene the same

Notice of every meeting.

THAT of every Meeting General or Extraordinary seven clear days notice in writing specifying the time and place of Meeting and as to every extraordinary meeting specifying also the business for which the same is convened shall be sent by post or otherwise to the Proprietors of the said

several plots of land

Proprietors of twenty plots to attend.

THAT the presence of ten or more persons being proprietors of twenty or more of the said plots of land shall be necessary to constitute any meeting and unless the requisite number attend within one hour after the time appointed and also remain until the business of the meeting be disposed of such meeting shall be dissolved

Chairman

THAT every meeting shall in the first place choose a chairman from among themselves and every proprietor present in person or by proxy (such proxy being a proprietor) shall be entitled to vote as follows namely The Owner of One plot one vote the owner of two and under six plots two votes, the owner of six plots and under ten plots three votes, the owner of ten plots and upwards four votes, but if two or more persons shall happen to be owners as joint tenants or tenants in common of any one of the said plots of land they shall only have one vote among them in respect of the same respective plot of land and all questions shall be determined by a majority of Votes the Chairman to have a

Voting

The Chairman to have a casting vote.

casting Vote besides his own private vote in case of equality

No expenses to be sanctioned except agreed upon at a General Meeting.
immediate repair

THAT the determination or resolution of every such meeting shall be binding on all the said persons parties to these presents and their respective heirs and assigns but that no expenses for repairs or otherwise shall be incurred except such as shall be sanctioned by some General or Extraordinary Meeting unless any accident should occur as the bursting of a sewer or any destruction by storm or otherwise of the sea wall requiring

No rule to be altered except at General Meeting.

THAT no rule regulation resolution or determination of any meeting shall be annulled or altered but by the determination of two successive subsequent general meetings

Trustees to keep an Account Book. At General Meetings Trustees may be removed & fresh ones appointed

THAT the Trustees for the time being shall cause a book to be kept in which the proceedings of every meeting shall be entered and the entry of such proceedings of every meeting shall be signed by the Chairman thereof and that every General Meeting shall have power from time to time (notice thereof having been given in the summons convening the Meeting) to remove any person or persons from being a Trustee or Trustees of the said roads sewers promenade sea wall lodge and land and to appoint another or others in his or their stead

And as to unallotted Land and Lodge. Unallotted Land may be sold for benefit of all

AND IT IS HEREBY FURTHER AGREED AND DECLARED between and by the said persons parties to these presents that the said William Okell and Alexander Colquhoun Jeffrey their heirs and assigns shall stand seized of and interested in the said plot or plots of the said land which shall not be allotted to or taken by any of the said persons parties hereto and also the said lodge UPON TRUST to let the same for the benefit of the shareholders for the time being according to their respective shares thereof but subject to the control of any meeting of the shareholders as aforesaid and as to the said last mentioned plot or plots of land and (if any meeting shall so direct) also as to the said lodge UPON TRUST that they the said Trustees for the time being do and shall sell and absolutely dispose of the same respectively by public auction or private contract subject to all such covenants conditions and restrictions as are hereinbefore expressed and contained concerning the other of the said plots of land which have been taken by the said persons parties hereto for the best price or prices in money that can be reasonably obtained for the same with liberty to buy in at any auction or auctions and to rescind or vary the terms of any contract for sale and to resell by either of the modes aforesaid without being responsible for any loss or expense occasioned thereby and do and shall receive the monies to arise by such sale or sales and give a receipt or receipts for the same which receipt or receipts shall effectually exonerate the purchaser or purchasers his or her or their heirs and assigns from all responsibility as to the application of the money therein expressed to have been received and from all obligation to enquire as to the regularity or propriety of the sale or as to the regularity or propriety of the appointment of any new trustee or trustees of the premises if any such appointment shall have been made and do and shall apply the monies to arise by such sale or sales after defraying thereout all expenses incident thereto towards the expenses of making and maintaining in repair the said roads promenade sewers sea wall and lodge and if there shall be any

surplus then do and shall pay the same between and to the said persons parties to these presents according to their respective shares thereof

AND IT IS HEREBY LASTLY AGREED AND DECLARED that when and so often as
In case of vacancies in Trustees power to elect new ones. Every new Trustee to be entitled to act in conjunction with his Cotrustees. any vacancy shall happen in the number of the trustees of the said roads promenade sewers sea wall lodge land and premises by the death resignation or removal of any of the trustees for the time being it shall be lawful for any meeting convened as aforesaid of the proprietors for the time being of the said plots of land allotted and taken by the said persons parties hereto to appoint a new trustee to supply and fill up every such vacancy and thereupon the said roads promenade sewers sea wall lodge and premises shall from time to time be conveyed so that the same may be vested in the continuing trustees and such new trustee jointly UPON THE TRUSTS hereinbefore declared and contained or such of them as shall be subsisting and capable of taking effect and every such new trustee shall have and may exercise and execute in conjunction with his co-trustees all the powers and authorities hereinbefore contained or such of them as shall be subsisting or capable of taking effect

IN WITNESS whereof the said several persons parties to these presents have hereunto set their hands and seals the day and year mentioned in the attestation set opposite their respective signatures.

SIGNED SEALED and DELIVERED
(being first duly tasked) by
George Hill of Liverpool
aforesaid Builder on the
Nineteenth day of August One
thousand eight hundred and
fifty one in the presence of:-

I Jones Solr. L'pool.
SIGNED SEALED and DELIVERED by
George Woods of Liverpool
aforesaid Carpet Manufacturer
on the fifth day of September
One thousand eight hundred and
fifty one in the presence of:-

I Jones Solr. L'pool.

SIGNED SEALED and DELIVERED by
John Gregory Hughes of
Liverpool aforesaid Bookkeeper
on the Twenty third day of
September one thousand
eight hundred and fifty one in the
presence of:-

I Jones Solr. L'pool.

SIGNED SEALED and DELIVERED by
John Gaskell of Birkenhead in
the county of Chester Bleacher
on the tenth day of November
One thousand eight hundred and
fifty one in the presence of:-

I Jones Solr. L'pool.

SIGNED SEALED and DELIVERED by
Charles Ferdinand Bradly of
Liverpool aforesaid Accountant
on the fourteenth day of
November One thousand eight
hundred and fifty one in the
presence of:-

I Jones Solr. L'pool.