

1913 Groves Covenant

This indenture made the eighteenth day of June ~ One thousand nine hundred and thirteen BETWEEN Sir Foster Hugh Egerton Cunliffe of Acton Park Wrexham in the County of Denbigh, Baronet of the one part and the County Council for the Administrative County of Denbigh (acting as the successors of the Denbighshire County governing Body and herein after called "the County Council") of the other part Whereas the said Foster Hugh Egerton Cunliffe is seised in the fee simple in possession free from incumbrances of the land hereinafter described and intended to be hereby conveyed and he has agreed to sell the same to the County Council of the price of One thousand two hundred and forty five pounds. NOW this indenture WITNESSES that in consideration of One thousand two hundred and forty five pounds to the said Foster Hugh Egerton Cunliffe now paid by the County Council (the receipt whereof the said Foster Hugh Egerton Cunliffe herby acknowledges) the said Hugh Egerton Cunliffe as Beneficial Owner herby conveys unto the County Council ALL those pieces or parcels of land containing in the whole admeasurement Eleven Thousand and Five hundred and fifty square yards or thereabouts situate in the Borough of Wrexham in the County of Denbigh and particularly delineated on the plan drawn on these presents and thereon edged/unite Together with a right at all times hereafter in common with the said Foster Hugh Egerton Cunliffe his heirs and assigns and all the other persons who have or may hereafter have the like right to use for all *? purposes the road shewn on the said plan and thereon marked a New Road and coloured brown Except and reserved unto the said Foster Hugh Egerton Cunliffe his heirs and assigns all mines seams beds and veins of coal and cannel and other mines and minerals within and under the said pieces of parcels of land or any of them with full power and free liberty to and for the said Foster Hugh Egerton Cunliffe his heirs and assigns and all and every or any person or persons whomsoever claiming or to claim from through or under him or them or his and their Lessees tenants agents workmen and others by his and their authority at all times henceforth at his or their pleasure but without entering up the surface of the said pieces or parcels of land or any of them to get win work carry away sell and dispose of the said coal and cannel and other mines and minerals and every or any part thereof respectively and any coal or cannels or other mines or minerals within or under any adjacent of other lands and either with or without leaving support to the surface of the said pieces or parcels to the surface of land or any of them and whether such surface or any buildings for the time being thereon may or may not be thereby lowered or depresses or injured in anywise but so that the said Foster Hugh Egerton Cunliffe or such other person or persons as aforesaid shall pay

compensation for any injury thereby done to the surface of the said pieces or parcels of land or any of them or to any buildings for the time being thereon TO HOLD the same subject to the rights of any which may have been acquired under any general building scheme or otherwise by the purchasers or any adjoining of neighbouring plot of land formerly belonging to the said Foster Hugh Edgar Cunliffe or his predecessors or *?* in respect of the hereditaments hereby conveyed and subject to such rights of way if any or may now be subsisting under a Conveyance dated on the twentyfifth day of of June One thousand nine hundred and made between Sir Robert Alfred Cunliffe of the one part and Michael John Gummow of the other part over the proposed back passage fifteen feet wide referred to in the said Conveyance on the east side of the plot of land coloured blue on the said plan into and to the use of the County Council in fee simple for the purposes of the Wrexham County Schools and upon the trust of schemes for the Denbeshire or Intermediate and Technical Education Fund made under the Welsh Intermediate Education act of 1889 and the County Council do herby for themselves their successors and assigns covenant with the said Foster Hugh Egerton Cunliffe his heirs and owners or owners for the time being of the adjoining lands shewn on the said plan belonging to the said Foster Hugh Edgerton Cunliffe and of the Mansion House and *?* lands of Acton Park that they the County Council, their successors or assigns will not erect or suffer to be erected upon the said pieces of parcels or land and buildings other than a school house teachers dwellinghouse boarding house for pupils or other necessary buildings in connection with the Wrescham County Schools and will not use or suffer to be used the said pieces or parcels of land or any part thereof for any other purpose than as a site for such last mentioned buildings or a a recreation or playing ground for school gardens in connection with the said schools AND that the County Council will within six calendar months for the date hereof build and complete to satisfaction of the said Foster Hugh Egerton Cunliffe or his Agent and thereafter maintain between the point marked "A" and a point not nearer the highway leading from Chester to Wrescham than the point marked "B" on the said plan a good and substantial brick wall with round coping not exceeding sixfeet six inches in height from the surface of the road coloured brown on the said plan to the top of the coping and unclimbable iron railings of ornamental character or a dwarf wall and similar railings not exceeding in other case six feet six inches in height from the surface of the said road to the top of the railings between the point where the wall (six feet six inches)shall end to the point "C" on the said plan and within the like time will erect and hereafter maintain along the frontage to the said highway between the points marked "C" and "D" on the said plan a good and substantial dwarf wall backed by a holly hedge or surmounted by ornamental iron railings not exceeding in either case

five feet in height from the surface of the ground And the County Council shall forthwith on the Northerly boundaries of the said land to the like satisfaction of the said Foster Hugh Egerton Cunliffe or his Agent make and forever maintain a good and substantial boundary wall or fence five feet in height and of a design and materials to be approved by the said Foster Hugh Egerton Cunliffe or his Agent And that the County Council will not at any time erect on the said pieces or parcels of land any buildings or erect on except the walls or fences above referred to within fifteen feet from the boundary of the said land on the Southerly and such part of the Westerly side as abuts on to the said highway nor within six feet nine inches from the Northerly boundaries of the said land And that the County Council will complete at their own expense or bear the cost of completing the road coloured brown on the said plan to the satisfaction of and when required by the Legal Authority for the Borough of Wrescham and in the meantime keep the same in good order and repair indemnity the said Foster Hugh Egerton Cunliffe and his Estate and effects from and against all costs damages claims proceedings and demands whatsoever in respect of the repair maintenance and upkeep of the said road AND the said, Foster Hugh Egerton Cunliffe for himself his executors administrators and assigns hereby covenants with the County Council that no building shall be erected on the plot coloured yellow on the said plan other than private dwellinghouse each to be of the annual value of at least thirty five pounds if single or thirty pounds if semi-detached and that the said plot shall not be used for any purpose which may be or be deemed a nuisance or annoyance to the County Council and that on any conveyance of the said plot or any part of thereof a purchaser or purchasers the same shall not confer any right or claim under any general building scheme of the said Foster Hugh Egerton Cunliffe or otherwise as against the County Council in the respect of any building that may be erected by them on the said pieces or parcels of land as and Intermediate or Technical school or for any purpose connected therewith And it is hereby declared that the Conveyance hereby made shall not confer on the County Council any right of light or air which would restrict or interfere with the free user of any adjoining or neighbouring premises of the said Foster Hugh Egerton Cunliffe for building or other purposes and that except as otherwise provided in the covenant by the said Foster Hugh Egerton Cunliffe hereinbefore contained nothing herein contained shall be taken or deemed to limit the right of the said Foster Hugh Egerton Cunliffe his heirs and assigns to deal with or otherwise dispose of any adjoining or neighbouring land in such a way and either free from all restrictions or otherwise as he may think fit AND the said Foster Hugh Egerton Cunliffe hereby acknowledges the right of the County Council to production of the documents specified in the Schedule hereto and to delivery of copies thereof and hereby undertake for the safe custody thereof IN

WITNESS whereof the said Foster Hugh Egerton Cunliffe has hereunto set his hand and seal and the County Council have hereunto affixed their Common Seal the day and year of first before written THE SCHEDULE above referred to 1861 December 16th INDENTURE of this day made between Robert Alfred Cunliffe Baronet of one part and Charles William Potts of the other part 1874 January 5th DEED POLL under the hand and seal of the said Sir Robert Alfred Cunliffe Baronet

Signed sealed and delivered)
 by the said Foster Hugh)
 Egerton Cunliffe **words “on)
 his predecessor **” having)
 first ** on the twenty fourth)
 line ** third page and the)
 words ** of the Mansion)
 House and **lands of Acton)
 Park **been interlined on)
 twenty second line of the)
 page hereby in the **)

Foster H E Cunliffe

*Clare Whitehead
 4 Oxford Terrace
 Cook*

*John Whitehead
 78 Oxford Terrace London
 Butler*

NOTES regarding transcription - L. Williams

1. Where the written word in the documents are illegible they have been marked with ** to denote the missing or unreadable word.
2. In the latter part of the covenant, where Foster H E Cunliffe Signs his signature some of the words have been cut off from the original document when it was photocopied. Presumably a better copy could be attained from the Land Registry Office
3. Some perceived spelling mistakes are not what they seem. The document has been reproduced as accurately as possible, including the spelling of words we have modernized over the last century.
4. A script font has been used to denote where the actual signatures are on the document.

