

DATED 23<sup>rd</sup> May 1962

THE INCUMBENT OF THE BENEFICE  
OF THARSTON IN THE COUNTY OF  
NORFOLK AND DIOCESE OF NORWICH

WITH THE APPROVAL OF THE CHURCH  
COMMISSIONERS FOR ENGLAND AND  
CONSENT OF THE PATRON

— to —

MRS. ANNIE CROSS

# Conveyance

under the Ecclesiastical  
Leasing Acts

*Handwritten notes:*  
11/5/62  
10/5/62

*Handwritten:* P.D.

*Handwritten:* G. W. Hester

*Handwritten:* 10/5/62



# This Conveyance

is made the Twenty third day of May One

thousand nine hundred and sixty two in exercise of the powers of the Ecclesiastical Leasing Acts B E T W E E N THE REVEREND TILBURY CECIL MACNAUGHTON-JONES of Tasburgh Rectory Norwich Clerk in Holy Orders Incumbent of the Benefice of Tharston in the County of Norfolk and Diocese of Norwich (hereinafter called "the Incumbent") of the first part the CHURCH COMMISSIONERS FOR ENGLAND (hereinafter called "the Commissioners") of the second part THE RIGHT REVEREND FATHER IN GOD LAUNCELOT by Divine Permission Lord Bishop of Norwich patron of the said Benefice (hereinafter called "the Patron") of the third part and ANNIE CROSS of Kirby Cottage Fulwood Preston in the County of Lancaster the wife of Thomas Cross (hereinafter called "the Purchaser") of the fourth part.

## W H E R E A S :-

- (1) The Incumbent as such incumbent as aforesaid is seised in fee simple to him and his successors of (amongst other land) the glebe land more particularly described in the Schedule hereto (hereinafter called "the said land") And it has been made to appear to the satisfaction of the Commissioners that the said land may to the permanent advantage of the estate or endowments belonging to the said Benefice be sold for the sum and in manner hereinafter mentioned
- (2) The Incumbent has with the approval of the Commissioners and with the consent of the Patron agreed to sell to the Purchaser for the sum of Two hundred pounds the said land subject as and in manner hereinafter mentioned

## N O W T H I S D E E D W I T N E S S E T H as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Two hundred pounds paid by the Purchaser before the execution of these presents into the Bank of England to the account of the Commissioners as directed by them in that behalf (the Payment of which sum the Commissioners hereby acknowledge) the Incumbent with the approval of the Commissioners and with the consent of the Patron hereby conveys unto the Purchaser ALL the said land EXCEPT AND RESERVED unto the Incumbent
  - (i) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Incumbent

Examined against original at our office as before.  
Reason rfile  
Solicitors  
Norwich  
31/1/1989

SIGNED .....  
MILLS & REEVE Solicitors

ON THE 10th November 2001

EXAMINED AGAINST THE ORIGINAL AT OUR OFFICES

adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands 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 for or in respect of the said land or any building for the time being thereon (ii) the free flow of water and soil or other services to or from any adjoining land belonging to the Incumbent through any drains watercourses pipes wires or cables now existing in the said land or substituted therefor by the Purchaser

TO HOLD the said land except and reserved as aforesaid UNTO the Purchaser in fee simple subject to all existing rights of way over and along the footpath along the Southern boundary of the said land leading to Saint Mary's Church Tharston aforesaid. DND

2. The Purchaser to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of the adjoining and neighbouring lands now belonging to the Incumbent and each and every part thereof hereby for herself and her successors in title covenants with the Incumbent and his successors and also by way of separate covenant with the Commissioners as follows:-

(a) that neither the said land nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the said land or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the said land or any part thereof which may be or become a nuisance annoyance or disturbance to the Incumbent or his successors or which may tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Incumbent

(b) that no act deed matter or thing shall at any time be done suffered or permitted in or upon the said land or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Tharston or the Churchyard surrounding the same

(c) not to erect or permit to be erected on the said land any buildings whatsoever other than one private dwellinghouse with or without a garage or outbuildings in connection therewith

(d) not to erect or permit to be erected any such buildings as aforesaid except in positions and in accordance with plans designs elevations and

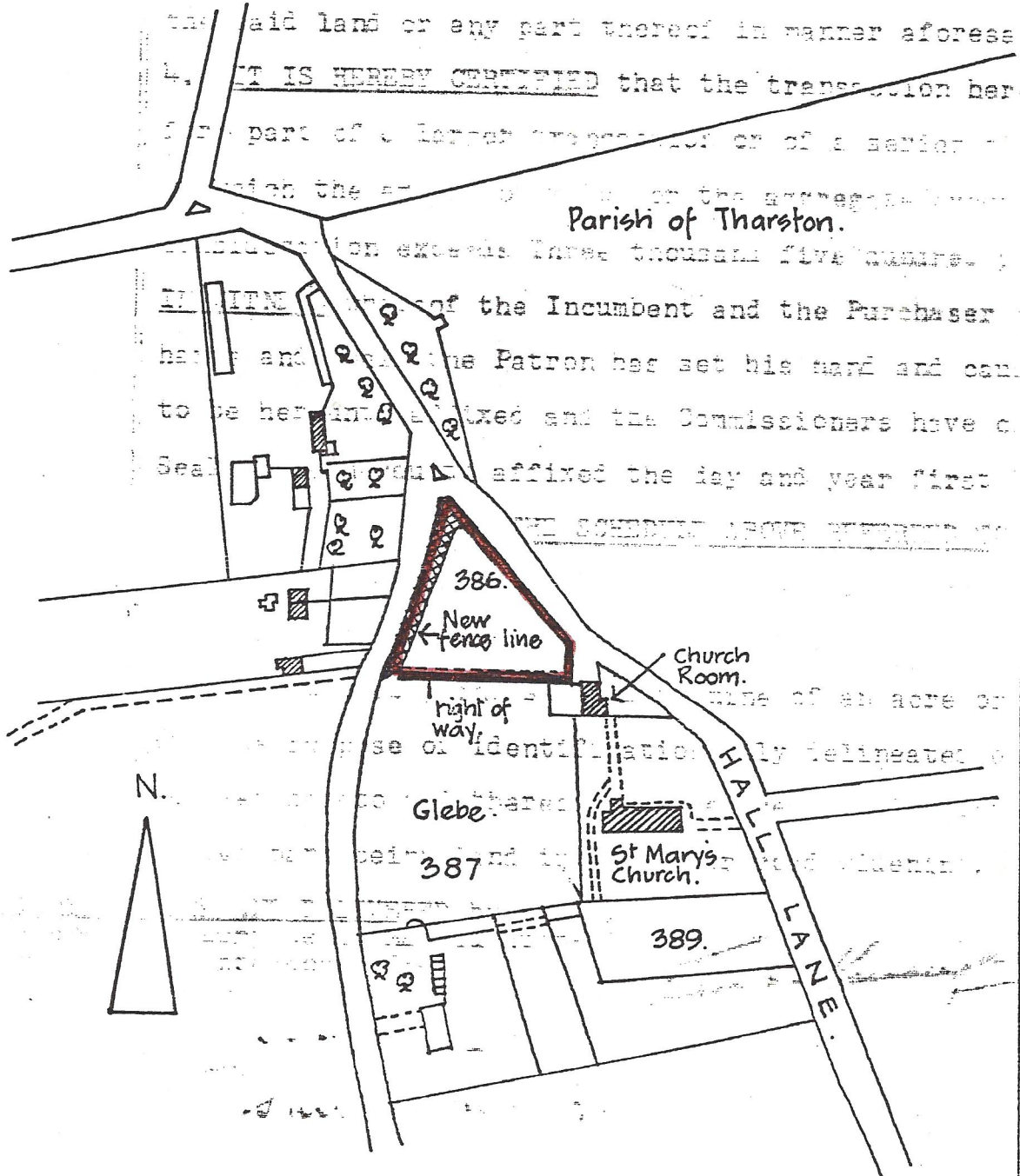


PLAN REFERRED TO.

Area edged red. .759 of an acre.

checked aqpt.  
original plan.  
Pearson's file

317189



Parish of Tharston.

Scale:- 1:2500.

O.S. No. LXXXVII. 13.

(if required) specifications which shall have been previously submitted in duplicate to and approved in writing by the Incumbent and the Norwich Diocesan Dilapidations Board.

(e) not to use or permit to be used any such buildings as aforesaid for any purpose other than as a private dwellinghouse and motor garage and offices solely in connection with such private dwellinghouse.

3. The Incumbent hereby covenants with the Purchaser that he has not at any time heretofore done or executed or knowingly suffered anything whereby or by reason whereof he is in anywise hindered from conveying the said land or any part thereof in manner aforesaid.

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds.

IN WITNESS whereof the Incumbent and the Purchaser have hereunto set their hands and seals the Patron has set his hand and caused his Episcopal Seal to be hereunto affixed and the Commissioners have caused their Common Seal to be hereunto affixed the day and year first before written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land situate and forming part of the Glebe Lands of the Benefice of Tharston aforesaid as the same contains an area of decimal point seven five nine of an acre or thereabouts and is for the purpose of identification only delineated on the map or plan annexed hereto and thereon coloured red and in part hatched black the latter part being land intended for road widening.

SIGNED SEALED AND DELIVERED by the )  
Reverend Tilbury Cecil MacNaughton- )  
Jones in the presence of:- )

*T. Jones*

*Tilbury C. MacNaughton*



*Samuel Hillier*

THE COMMON SEAL of the Church )  
Commissioners was hereunto )  
affixed in the presence of:- )

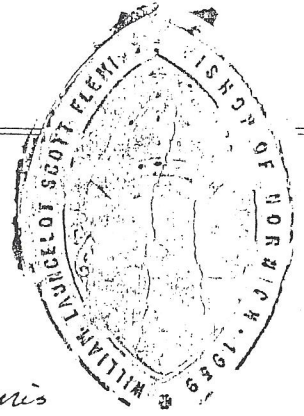
*A. Howard*

ASSISTANT  
Secretary.

THE EPISCOPAL SEAL of the said )  
Lord Bishop of Norwich was )  
hereunto affixed in the presence of:- )

*Nik. (Mrs)*  
*381, Unfrank Road,*  
*Norwich*  
*Legy Assisvant*

*Laurant Norris*



SIGNED, SEALED AND DELIVERED by the )  
said Annie Cross in the presence of:- )

*A Annie Cross..*

NAME OF WITNESS *Thos Mammion*  
ADDRESS *Mausing Bank with*  
*Wilson Wright & Sons*  
*Solicitors Boston*