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JUNE
1938
MALEW

Se
Ordination & Order
Indenture
Resolution of Synod



THURSDAY

23 JUN 1938

12-20 O'CLOCK

NO 3052

Chen.

3052

THIS INDENTURE made this *Eighteenth* day of *June*
One thousand nine hundred and thirty eight Between
RUSHEN ABBEY AND GARDENS LIMITED a Company registered
and incorporated in the Isle of Man and having its
registered office at Number "1" Athol Street in the
Borough of Douglas (hereinafter referred to as "the
Company" which expression unless inconsistent with
the context shall include the successors and assigns
of the said Rushen Abbey and Gardens Limited) of the
one part and LILLIAN MAUDE SIMCOCKS of Rushen Abbey
Ballasalla in the parish of Malew wife of Alfred Montague
Simcocks (the said Lillian Maude Simcocks being herein-
after referred to as "the Purchaser" which expression
unless inconsistent with the context shall include
the heirs executors administrators and assigns of the
said Lillian Maude Simcocks) of the other part.
WITNESSETH WHEREAS the Company is seised in fee simple
free from encumbrances of the hereditaments and premises
described and set forth in the Schedule hereto and has
agreed to sell and convey the said hereditaments and
premises unto the Purchaser for the consideration and in
the manner hereinafter appearing.
NOW THIS INDENTURE WITNESSETH that the Company in
consideration of the sum of FIFTY FOUR POUNDS EIGHTEEN
SHILLINGS AND FIVE PENCE to the Vendor in hand now paid
by the Purchaser (the receipt whereof is hereby
acknowledged) and of the covenant hereinafter contained
on the part of the Purchaser to be observed and performed
doth hereby give grant bargain and for ever absolutely
sell and convey unto the Purchaser ALL AND SINGULAR the

hereditaments and premises described and set forth in the Schedule hereto and hereinafter referred to as "the Scheduled Property" Together with all ways waters watercourses easements liberties rights members privileges and advantages whatsoever appertaining or reputed to appertain to the Scheduled Property or any part thereof or used occupied or enjoyed therewith or reputed or known as part or parcel thereof or appurtenant thereto TO HAVE AND TO HOLD the Scheduled Property unto the Purchaser from the day of the date hereof absolutely and for ever subject to all covenants conditions agreements and stipulations contained in any Deed of Sale or other instrument of title prior in date hereto and duly recorded in the Registry of Deeds and now subsisting and legally capable of taking effect And in particular to and with the benefit of all covenants conditions agreements and stipulations contained or referred to in a certain Deed of Covenant bearing date the Eleventh day of November 1904 and made between William Christian Cubbon and others of the one part and the Highway Board of the other part AND the Purchaser (with the object and intention of affording to the Company a full and sufficient indemnity in respect of the said covenants conditions agreements and stipulations but not further or otherwise) doth hereby covenant with the Company that she shall and will at all times hereafter observe perform and be bound by the covenants conditions agreements and stipulations hereinbefore referred to so far as the same are now subsisting and legally capable of taking effect And

that she will at all times hereafter keep the Company and all other parties who might or could become or be made subject to any liability in respect of any future non-observance or breach thereof effectually indemnified against all actions proceedings costs charges claims and demands in respect of any breach thereof AND the Purchaser to the intent and so as to bind not only herself but all future owners and tenants of the Scheduled Property into whosoever hands the same may come doth hereby further covenant with the Company (1) that the Scheduled Property or any building thereon shall not at anytime be used for the purpose of any trade manufacture or business of any description which the Company may consider to be injurious to or in competition with its business or any business which may hereafter be carried on by the Company (2) that the Purchaser will at her own sole cost and expense erect and forever maintain good and sufficient fences on all sides of the Scheduled Property AND the Company doth hereby covenant with the Purchaser that it the Company hath good right full power and lawful authority to grant sell and convey the said hereditaments and premises in manner aforesaid and that it will at all times hereafter warrant maintain and defend the same unto the Purchaser free from encumbrances and from and against the claim challenge and demand of all and every persons and person whomsoever.

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first before written.

THE SCHEDULE WITHIN REFERRED TO.

ALL AND SINGULAR a certain plot or parcel of land part of the Estate of Rushen Abbey situate near Ballasalla in the parish of Malew and being represented by the portion coloured pink and edged red on the plan annexed hereto and containing ONE ROOD SEVEN AND ONE HALF PERCHES or thereabouts and being bounded on the North and South by the property of the Company on the East by the Highroad and on the West by a public pathway.

Signed sealed and delivered by the :
Company in presence of:-

J. L. Kussack
1 Athol Street,
Douglas.
Accountants Clerk.

Signed and delivered by the
Purchaser in presence of:-

J. L. Kussack

W. Howell } Directors
A. B. C. J. M. C.
H. G. M. C. } Secretary

Lillian Maudie Linncocks



At Douglas the ~~22nd~~ day of June 1938

Frank Cleator Kissack the subscribing witness to the execution of the foregoing Deed~~x~~ who is known to me personally appeared and made Oath that the Common Seal of RUSHEN ABBEY AND GARDENS LIMITED was duly impressed thereon and on the plan thereto attached and that the same were signed by ALBERT ROWELL and ALFRED MONTAGUE SIMCOCKS two of the Directors of such Company and countersigned by HARRY EDWIN KNEALE Secretary of such Company and that LILLIAM MAUDE SIMCOCKS also subscribed her name to the said Deed and plan in Deponent's presence.

Before me :-

O. J. Christian
Reg. of Deeds

REGISTRY OF DEEDS, ISLE OF MAN.

23rd June 1938

I certify that the foregoing Deed was this day at the hour of *12.20* o'clock *afternoon* received by me at this office for the purpose of being Registered and Recorded according to Law and the same is duly Registered and Recorded and Entered in the Requisition Book *25* Page *236* No. *3052*

O. J. Christian
Registrar

Registry of Deeds, 23rd June 1938.
See Petition of William Christian Cubbon & others
and Order of The Highway Board, Dated 6th April 1905
recorded this day and entered in June 1938 No. 110

O. J. Christian

Registry of Deeds, 23rd June 1938
See Certified copy of Deedcutie made between
William Christian Cubbon & others and the Highway
Board, Dated 11th November 1904, recorded this day
and entered in June 1938 No. 111.

O. J. Christian
Registrar

over.

Registry of Deeds, 23rd June 1938.
See Certified copy of Decision of the Highway Board
and Order of Lynwald Park 11th April 1905, recorded
this day and entered in June 1938 No. 112.

P. J. Christian
Registrar

Dated 18th June 1938

M A L E W

Between:-

RUSHEN ABBEY AND GARDENS
LIMITED

of the one part

- and -

LILLIAN MAUDE SIMCOCKS

of the other part.

C O N V E Y A N C E

Dickinson, Cruickshank & Co.

Advocates,

DOUGLAS.
