

# E GREEN – AGREEMENT

**Memorandum of Agreement** made the twentieth day of September one thousand nine hundred and one **BETWEEN** the North Walsham Urban District Council acting as a Burial Board hereinafter referred to as the Board of the one part and Edward Green of North Walsham in the County of Norfolk Farmer of the other part.

1. **THE** Board being seised or claiming to be seised in fee simple of the hereditaments described in the first schedule hereto and the said Edward Green claiming to be seised in the customary fee simple according to the custom of the Manor of North Walsham of the hereditaments described in the second schedule hereto hereby agree to exchange the same
2. **THE** exchange shall be completed within one calendar month after the hereditaments described in the second Schedule hereto shall be enfranchised
3. **EACH** party shall be entitled to immediate possession of the hereditaments taken by them
4. **THE** title to the hereditaments comprised in the first schedule hereto shall commence with an Indenture of Conveyance dated the sixth day of August one thousand eight hundred and ninety six to the North Walsham Burial Board
5. **THE** title to the hereditaments comprised in the second schedule hereto shall commence with an absolute surrender to the said Edward Green passed in the Manor of North Walsham on the 22nd day of July one thousand eight hundred and seventy six
6. **THE** said Edward Green shall permit or suffer the Board at all times hereafter to use the land or ground retained by them up to the foot of the bank which has been erected on the North and East sides of the hereditaments comprised in the first schedule hereto as a Burial Ground which banks shall at all times hereafter be kept in repair by the Board
7. **THE** said Edward Green and his successors in title shall not erect any building of any objectionable character on the hereditaments comprised in the first schedule hereto nor to cause or permit any noisome or offensive trade or business being carried on thereon
8. **THE** Board shall permit the said Edward Green to make additions to the dwelling house adjoining the hereditaments described in the first schedule hereto such additions being in conformity with clause 7 of this Agreement
9. **THE** Board shall be at liberty at their own cost to enfranchise the hereditaments comprised in the second schedule hereto in the name of the said Edward Green and the said Edward Green shall afford the Board every facility for carrying out such enfranchisement if requested by the Board
10. **WITHIN** one calendar month after the completion of the enfranchisement aforesaid the said parties hereto shall execute mutual conveyances
11. **THE** expense of preparing this Agreement completing the enfranchisement aforesaid and the conveyance to each party and all other expenses (if any) of and concerning this Agreement shall be paid by the Board

12. **THE** provisions of the Vendor and Purchaser Act 1874 and of the Conveyancing and Law of Property Act 1881 relating to Contracts of Sale shall apply to this Agreement in like manner as if the same were an Agreement for Mutual Sales

**IN WITNESS** whereof the said Board have hereunto affixed their seal and the said Edward Green has set his hand the day and year first above written

## **THE FIRST SCHEDULE**

**ALL THAT** piece or parcel of land situate at North Walsham aforesaid having a width from North to South of twenty six feet or thereabouts and a depth from East to West of one hundred and fifty feet or thereabouts which said piece or parcel of land is bounded on or towards the North and East by property retained by the Board on or towards the South by property belonging to the said Edward Green and on or towards the West by the Bacton Road

## **THE SECOND SCHEDULE**

**ALL THAT** piece of parcel of land situate at North Walsham aforesaid having a width from North to South of        feet or thereabouts and a depth from East to West of        feet or thereabouts which said piece or parcel of land is bounded on or towards the North by property of the Board on or towards the East by property of        or on or towards the South and West by property belonging to the said Edward Green

Signed by the said Edward Green in the presence of     *Davis - Solicitor North Walsham*

The seal of the North Walsham Urban District Council acting as a Burial Board was hereunto affixed in the presence of     *Robert Howes - Chairman*