

DATED 2nd November 1961

THE VICAR AND CHURCHWARDENS OF  
THE GUILD AND WARD CHURCH  
OF ST. BOTOLPH WITHOUT ALDERSGATE

- and -

THE MAYOR AND COMMONALTY AND  
CITIZENS OF THE CITY OF  
LONDON.

# Deed

- for -

the care and management of The  
Postman's Park, St. Botolph Without  
Aldersgate in the City of London.

P. 34-59.

To this I.T.P.

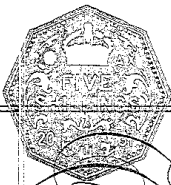
?

RATES

34-59

6357

EXAMINED	
DRAFT	DOCT.
VS	JJ



DS 106

311

# This Deed

THE SOLICITORS  
LAW STATIONERY SOCIETY LTD

is made the Second  
day of November One thousand

*m*  
*of*  
*filed*  
*Good*  
*1/20/11*

nine hundred and sixty one B E T W E E N THE REVEREND ROGER LEWIS ROBERTS, Master of Arts the Vicar of the Guild and Ward Church of St. Botolph without Aldersgate in the City of London (hereinafter called "the Vicar" which expression where the context admits shall include his successors in title) of the first part GORDON EDWARD MONAMY NORMAN of 2/5 Little Britain St. Martin's-le-Grand in the same City Chartered Surveyor and LEONARD DOUGLAS PEARCY of 96-100 Ironmonger Row in the Metropolitan Borough of Finsbury Builder being the present Churchwardens of the said Guild and Ward Church (hereinafter called "the Churchwardens" which expression where the context admits shall include the Churchwardens for the time being) of the second part and THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON (hereinafter called "the Corporation" which expression where the context admits shall include their successors in title) of the third part \_\_\_\_\_

## W H E R E A S :-

- (1) The Vicar and Churchwardens have the management of the disused burial grounds of St. Botolph without Aldersgate Christ Church Newgate Street and St. Leonard Foster together with land fronting Little Britain and purchased out of moneys raised mainly by public subscription all which said burial ground and land are popularly known as The Postman's Park (hereinafter called "the Park") and for purposes of identification only are delineated on the plan annexed hereto and thereon coloured pink and pink hatched black \_\_\_\_\_
- (2) The Vicar and Churchwardens have requested the Corporation to take over the care and management of the Park and the Corporation have agreed so to do (except as hereinafter mentioned) pursuant to the provisions of the Open Spaces Act 1906 in manner hereinafter appearing \_\_\_\_\_
- (3) It is agreed that the Vicar and Churchwardens shall retain the care and maintenance and control of the Watts Memorial Cloister in the Park as shown on the said plan coloured pink and hatched black and the right to add thereto further commemorative tablets \_\_\_\_\_

N O W THIS DEED W I T N E S S E T H as follows :-

1. AS from the First day of October One thousand nine hundred and sixty one the Corporation shall pursuant to the provisions of the Open Spaces Act 1906 have the care and management of the Park (excluding the Watts Memorial Cloister and the right to add thereto further commemorative tablets as hereinbefore mentioned)

2. THE Corporation hereby covenant with the Vicar and as a separate covenant with the Churchwardens that they will carry out and be responsible for the following:-

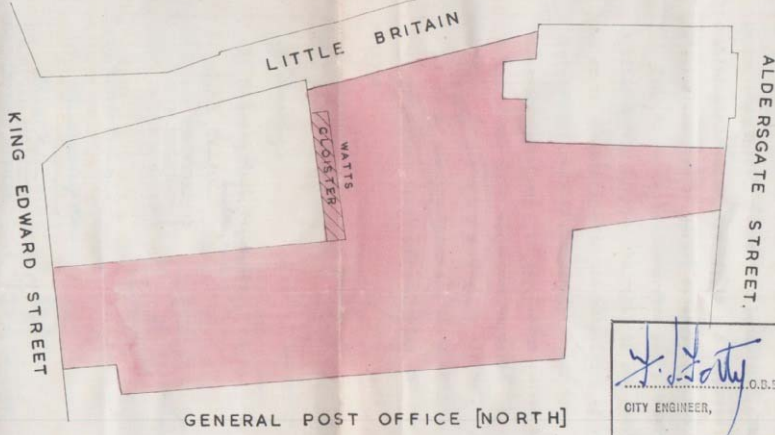
- (a) All cultivation grass cutting bedding out and pruning of trees and shrubs
- (b) Attending to the opening and closing of the Park at the times to be fixed by the Corporation in consultation with the Vicar and Churchwardens (the Park to be closed on Saturdays and Sundays unless otherwise agreed with the Vicar and Churchwardens) and supervision
- (c) Payment of the water rate
- (d) Maintenance of the fountain fishpond and fish
- (e) Maintenance of paths railings and seats excluding the seats being part of the Watts Memorial Cloister
- (f) All other works which are in the opinion of the City Engineer necessary for the proper upkeep of the Park excluding the Watts Memorial Cloister as aforesaid

3. THE Vicar and Churchwardens shall bear the cost of the care and management of the Park up to the sum of One hundred and twenty five pounds per calendar year beginning on the first April and ending on the thirty first March and the Corporation shall bear such annual cost exceeding the said sum of One hundred and twenty five pounds

4. THE Vicar and Churchwardens shall pay yearly on the first day of April in arrear to the Chamberlain of London at Guildhall E.C.2. the said sum of One hundred and twenty five pounds within thirty days of the demand therefor to be made by the Corporation the first payment to be made on the first day of April One thousand nine hundred and sixty two being the proportion from the first day of October One thousand nine hundred and sixty one until the thirty first day of March One thousand nine hundred and sixty two



# CORPORATION OF LONDON



SCALE

44 FEET TO 1 INCH.

## POSTMAN'S PARK

*F. J. Forty*  
 O.B.E., D. Sc., M. INST. C.E.  
 CITY ENGINEER,

PLAN No.

L11/10/4

DATE APRIL '51

DRAWN BY \_\_\_\_\_

TRACED BY D.W.K.

CHECKED BY \_\_\_\_\_

F. J. FORTY

O.B.E., D.Sc., M. INST. C.E.

CITY ENGINEER

GUILDHALL E.C.

5. IF either the Vicar and Churchwardens or the Corporation shall desire to determine this Deed on the Thirty first day of December in any year and shall give to the other party six months' previous notice in writing of such their desire then immediately on the expiration of such notice this Deed shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant

6. THE Vicar and Churchwardens for themselves and their successors in title hereby reserve the right to use the Park or any part thereof for or in connection with the activities of the said Church of Saint Botolph without Aldersgate at any time the said Vicar and Churchwardens making good any damage caused to the said Park during the use of the same for Church purposes

I N W I T N E S S whereof the Corporation have affixed their Common Seal and the Vicar and Churchwardens have hereunto set their respective hands and seals the day and year first before written

SIGNED SEaled AND DELIVERED )  
by the said REVEREND ROGER )  
LEWIS ROBERTS in the presence )  
of :-

*Roger K Roberts*

Witness x *Ch. Flowerday* x

Address x *59, Halkway House, Myrtle St. London, N. 1.*

Occupation x *Church Clerk*

SIGNED SEaled AND DELIVERED )  
by the said GORDON EDWARD )  
MONAMY NORMAN in the presence )  
of :-

*G. E. M. Norman*

Witness x *M. Brookman* x

Address x *50, Amberley Road, Enfield*

Occupation x *Clerk-typist*

SIGNED SEaled AND DELIVERED )  
by the said LEONARD DOUGLAS )  
PEARCY in the presence of :- )

*L. P. Percy*

Witness x *B. Norman* x

Address x *71, Berryland, Sutton Surrey*

Occupation x *Surveyor*