

The Rosebery Park Estate, Pokesdown - parchment documents 1887 to 1903

This amazing parchment document (provided by Pam Ruthvan, Pokesdown Community Forum) is the original conveyance paperwork for the purchase of Lot 103, on the Rosebery Park Estate, in May 1887, "Between John Green Chemist Thomas Gosling Builder and Henry West Jenkins Builder all of Christchurch in the County of Southampton..." This same freehold was bought by William Bolton -famous as Pokesdown's grocer, Post Office, and Alderman- in 1903. (It looks like the Rosebery Park Baptist Chapel would have been built on lot 47).

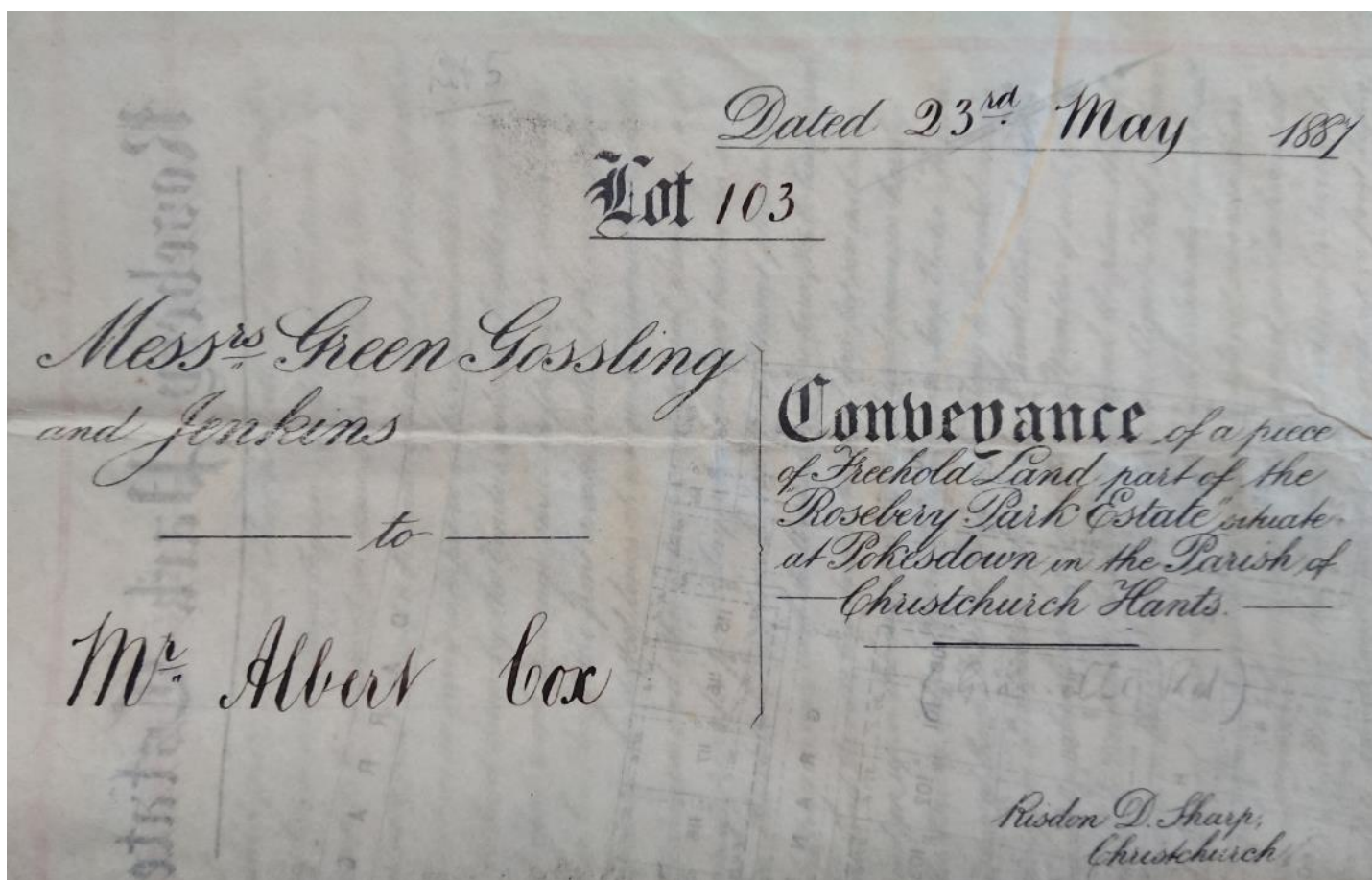
from The History of Rosebery Park Baptist Church and Pokesdown, Page 4: The Rosebery Park Estate, continued.

Author: Michelle Fogg. Date: May 2022.

Url: <https://roseberypark.org/history/rosebery-park-and-pokesdown-4/>

Source of original documents: Pam Ruthvan, Pokesdown Community Forum

Also on YouTube <https://youtu.be/7OREW6eYxlo>



WATERLOW BROTHERS
& CO. LIMITED
15, Abchurch Lane
LONDON



This Indenture

made the twenty third day of
May 1887 One thousand
eight hundred and eighty seven
Between John Green Chemist Thomas Gosling
Builder and Henry West Jenkins Builder all of Christchurch in the County of
Southampton (hereinafter called the Vendors) of the one part and Albert Cox of
Christchurch aforesaid (hereinafter called the Purchaser) of the other part

7/6
And whereas by an Indenture dated the twenty first day of May One thousand eight
hundred and eighty seven and made between Ernest Lutin Hingrove of the first part William
Heare of the second part and the said Vendors of the third part for the considerations therein
mentioned the land therein described and delineated on the plan drawn on these presents and
of which the piece of land hereinafter described and hereby conveyed forms a part was conveyed
unto and to the use of the Vendors in fee simple And whereas the land so conveyed to the
Vendors by the said recited Indenture has been staked out into One hundred and twenty nine
Lots for building purposes And whereas the Purchaser has contracted with the Vendors for the
purchase of the land comprised in Lot 103 for the sum of Fifty eight pounds

Now this Indenture witnesseth that in
consideration of the sum of Fifty eight pounds
to the Vendors paid by the Purchaser (the receipt whereof the Vendors do hereby respectively
acknowledge) They the Vendors Do and each of them Doth grant and convey unto the
Purchaser All that piece of land being Lot 103 on the Plan of the land so purchased
by the Vendors (now called the Rosebery Park Estate) as the same is situated at Pokesdown other-
wise East Goscombe in the Parish of Christchurch in the County of Southampton and with the
boundaries and admeasurements thereof as particularly delineated and described in the Plan
drawn on these presents and therein contained Do hold the same unto and to the use of the
Purchaser in fee simple And each of them the Vendors covenants with the Purchaser that
he the said covenanting party hath not made done committed or permitted any act deed matter
or thing whereby the said land hereby conveyed has been or can or may be affected charged or
incumbered in title estate or otherwise however And the Vendors hereby acknowledge the
right of the Purchaser to production of the said recited Indenture and all other deeds relating
to the said land in their possession and to delivery of copies thereof And the Purchaser with
the intent and purpose that this covenant may run with the said land and premises hereby
conveyed doth hereby covenant with the Vendors that he the Purchaser will not at any time
dig sell or carry away any gravel or other materials of any description whatsoever obtainable from
his Lot (except surplus soil required to be removed for building purposes) and will not sink any
well on his said Lot for the purpose of drawing water therefrom That he will at all times
hereafter at his own expense keep or much of a moiety of the new road made by the Vendors
adjoining on the land hereby conveyed and so much of the footpath on the North Western side
of the said new road as is co-extensive with the land hereby conveyed in good and proper
repair until the same shall be taken over by the Highway Board or other properly constituted
authority and that the Vendors after giving one calendar months previous notice in writing to
the Purchaser to repair the same shall in case of the default of the Purchaser or to do be at liberty
to repair the said road and footpath and to sue for and recover the costs of such repairs or to com-
pound the same in like manner as rent in arrears That he will at the like expense maintain and
keep in good condition the fence on the North Eastern side of the said land and that if he
his heirs or assigns shall make default in maintaining or repairing any such fence within ten
days after notice in writing requiring him to do shall have been given to him or left at his
residence it upon the premises hereby conveyed by the Owner for the time being of either of the
adjoining Lots or by the Vendors then such adjoining owner or the Vendors shall be at liberty
forthwith to repair any such fence and the Purchaser shall on demand repay to such adjoining
owner or such Vendors all moneys expended by the former or the latter for the purpose aforesaid
and all expenses relating thereto That he will not erect any house or building on the said
piece of land shall be of the usual kind and that no detached outbuilding of less area than five

This Indenture made the twenty fourth day of
 May One thousand eight hundred
 and eighty seven **Between** Albert Cox of Christchurch in the
 County of Southampton Mortgagee of the one part and John Green, Chemist, Thomas
 Gosling, Builder and Henry West Jenkins, Builder all of Christchurch
 in the County of Southampton (Trustees of a Benefit Building Society
 duly certified and enrolled called the Christchurch and Bournemouth
 Building Society No. 2) and hereinafter called the Trustees of the other part
 Whereas by an Indenture dated the twenty third day of May
 instant and made between the said ~~James Henry Welch~~ John Green and
 Thomas Gosling of the one part and the Mortgagee of the other part the
 piece or parcel of land hereinafter described was granted and conveyed unto
 and to the use of the Mortgagee in fee simple **And whereas** the Mortgagee
 is entitled to receive the sum of thirty six pounds eleven shillings
 out of the funds of the said Society in respect of his two
 shares numbered 902 and 903 and for securing the repayment
 thereof with interest at five pounds per centum per annum such interest to
 be calculated up to the thirtieth day of September next and to be
 debited to the Mortgagee in the books of the said Society in advance on the day
 of the date hereof and thenceforth at the commencement of each subsequent year
 of the said Society on the balance then appearing to be due in the books of the
 said Society by fortnightly instalments of not less than two shillings per share
 he has agreed to execute these presents **Now this Indenture witnesseth**
 that in consideration of the sum of thirty six pounds eleven shillings
 paid to the Mortgagee by the said Trustees out of
 the funds of the said Society (the receipt whereof the Mortgagee hereby
 acknowledges) The Mortgagee as Beneficial Owner hereby conveys unto the
 said Trustees **All** that piece or parcel of land being Lot 103 on the Plan
 of the Rosebery Park Estate as the same is situate at Pokesdown or East
 Pokesdown in the Parish of Christchurch in the County of Southampton bounded
 on the north or north west by Lot 88 of the said estate on the south or south
 east by Kyanville Road on the east or north east by Lot 102 of the said
 estate and on the west or south west by Lot 101 of the said estate
To hold the same unto and to the use of the said Trustees in fee simple
 upon trust from time to time so long as the Mortgagee shall duly pay
 the said sum and interest thereon as aforesaid by instalments of not less than
 two shillings per share per fortnight as aforesaid together with all fines
 and interest as prescribed in the Rules of the said Society to permit
 the Mortgagee to hold and enjoy the said land and premises and to receive
 the rents and profits thereof for his own benefit but in case the Mortgagee
 shall at any time fail neglect or refuse till he be six months in arrear
 to pay observe and perform all or any of the subscriptions payments
 covenants agreements and regulations on his part respectively to be paid
 observed and performed then it shall

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This Indenture

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made the twenty-ninth day of March in the year one thousand eight hundred and ninety two between Albert Cox of Charlchurch in the County of Southampton Esquire of the one part and William Hopkins Bollen of Ashley Road Boscumbe in the said County of Southampton Esquire of the other part **Whereas** the said Albert Cox is seized in fee simple of the Freehold hereditaments and intended to be merely conveyed **And Whereas** the said Albert Cox hath agreed to sell to the said William Hopkins Bollen the said hereditaments and premises at the price of eighty seven pounds **Now this Indenture Witnesseth** that in pursuance of the said Agreement and in consideration of the sum of eighty seven pounds to the said Albert Cox paid by the said William Hopkins Bollen in and before the execution of the present receipt whereof the said Albert Cox truly acknowledges the said Albert Cox as Beneficial Owner hereby conveys unto the said William Hopkins Bollen **All that** being Lot 103 in the plan of the Rosebery Park Estate which is heretofore otherwise East Boscumbe in the Parish of Charlchurch in the County of Southampton and having a frontage to Granville Road as the same with the boundaries and admeasurements thereof is more particularly delineated and described in the plan drawn in the margin of these presents and therein colored pink **To hold** the same unto and to the heirs of the said William Hopkins Bollen in fee simple subject nevertheless to the conditions and covenants therein contained in a certain Indenture of conveyance dated the twenty third day of May one thousand eight hundred and eighty seven and made between John John Thomas Bostling and Henry West Brothers of the one part and the said Albert Cox of the other part **And** the said William Hopkins Bollen truly covenants with the said Albert Cox that he the said William Hopkins



in the County of Southampton and having a frontage to Granville Road as the same with the boundaries and admeasurements thereof is more particularly delineated and described in the plan drawn in the margin of these presents and therein colored pink **To hold** the same unto and to the

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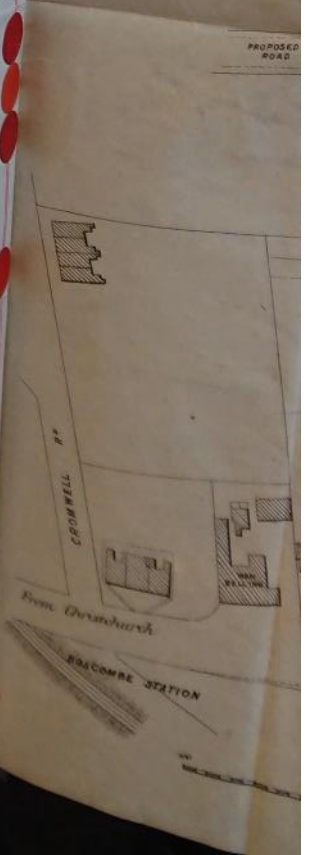
hundred and fifty feet shall be erected on the said piece of land That he will not erect or suffer any nuisance on the said piece of land or in any house or building thereon And that all privies or waterclosets erected on the said land shall adjoin to or be comprised in some other building That he will not permit or suffer the said piece of land or any part thereof to be made into a road or footpath without the consent in writing of the Vendors That he will not in any way interfere or make communication with any cess-pool catchpit pipe drain or culvert that may be laid down by the Vendors under the roads or any part of the land purchased by them, it being intended that such drainage shall be for surface water only That should he erect any dwellinghouse or other building the front or outer walls of the same shall not be built in front of the building line marked by the dotted lines shown on the several lots on the said Plan but with the right of projections for cornices and other ordinary architectural dressings and finishings and with the consent of the Vendors projections for porticoes or low windows balconies or verandahs may be erected That the space between the dotted lines (marked on the allotment plan as the building footage) and the boundary of each lot abutting on any road shall not at any time hereafter be built upon That no wall paling or fence between the building line and the outer boundary shall exceed four feet six inches in height That he will not carry on or suffer to be carried on upon the said piece of land and premises heating Melters Chimney Sweep or Brothel Keeper or any or either of them That no house or building to be erected on the said land shall be used for the sale therein or therefrom of intoxicating drinks of any kind other whereof shall be used for the sale thereof where intoxicating drinks are supplied to the Members of such Club That before any dwellinghouse or other building shall be erected on the said piece of land the plans thereof which may be erected on the said piece of land shall first be submitted to and approved of by the Vendors or their Architects Surveyor or Agent That any house contain at least six rooms and shall cost not less than One hundred and fifty pounds but no more than one house shall be built thereon and that the permanent front boundary shall be a neat and substantial wall and shall be erected within six months of the completion of the building In witness whereof the said parties to this present have hereunto set their hands and seals the day and year first before written

Signed Sealed and Delivered by the said
John Green Thomas Gosling and Henry
Jenkins in the presence of
Lincoln Gosling
John Clark
Christchurch

John Snow
Thomas Gosling
His Cousins

Signed Sealed and Delivered by the said
Albert Cox in the presence of
Halter G Spicknall
Clerk to the Court
Mr H G Spicknall
Christchurch

Albert Cox



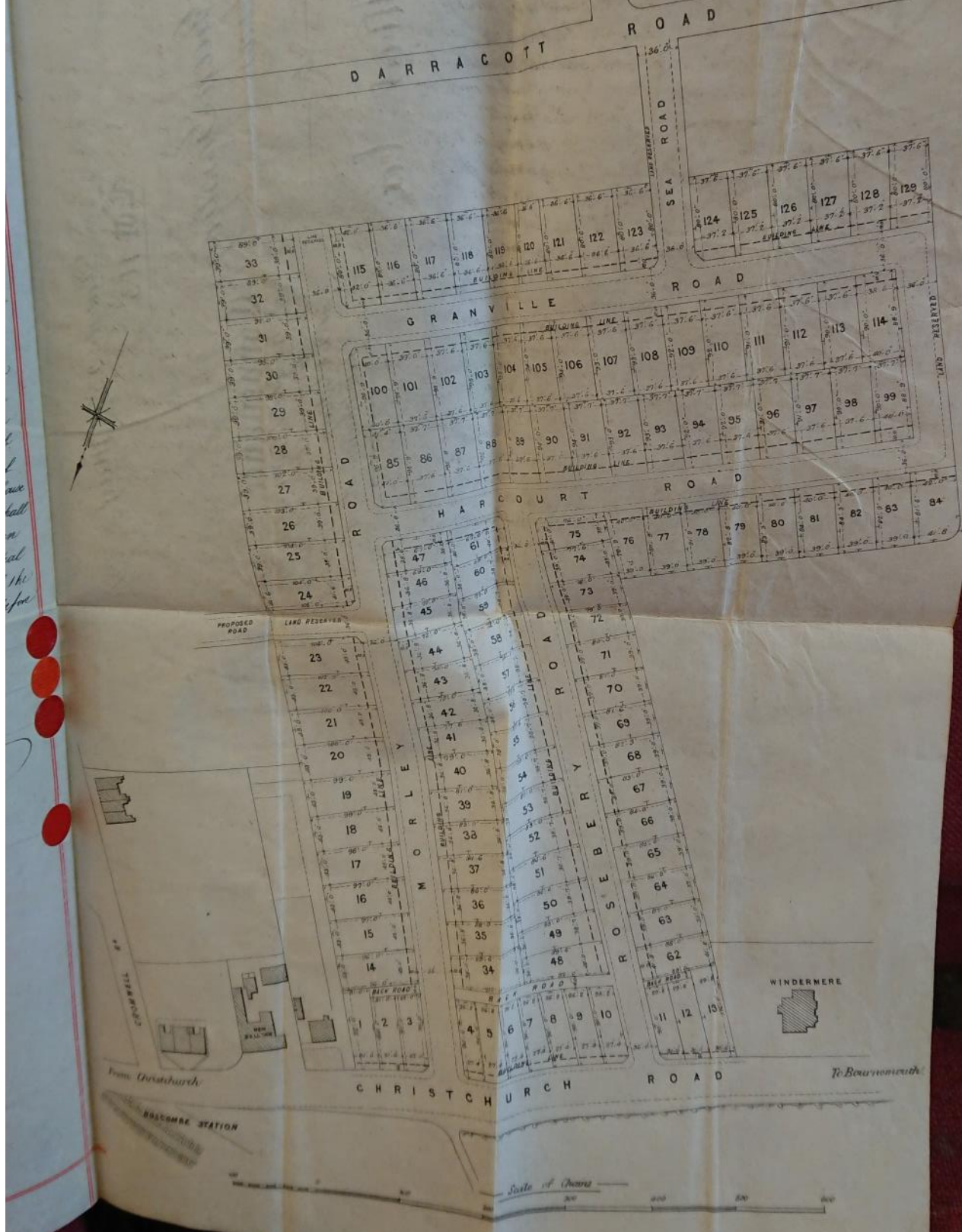
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Dated 20th March 1903.

Mr. W. H. Bolton

to

Mr. A. G. Pitman.

Conveyance of

a piece of freehold land being
Lot 103 on the Rosebery Park Estate
Pokesdown, Bournemouth. -

26/3/03 (23)
16/4/03
12/6
Bournemouth