

TRANSCRIPT OF QRBC INDENTURE DATED 27 JUNE 1881

THIS INDENTURE made the twenty seventh day of June One thousand eight hundred and eighty one BETWEEN

ALFRED HARRIS of Rugby in the County of Warwick Contractor
WILLIAM GEORGE ELLISON of the same place Locomotive Foreman and
THOMAS MASTERS COWLEY of the same place Civil Engineer

hereinafter called “the Vendors” of the one part and

WILLIAM FRANKLIN of the city of Coventry Ribbon Manufacturer
FRANCIS WILLIAM FRANKLIN of the same City Ribbon Manufacturer
WILLIAM PULLEY of the same City Grocer
JOHN HINE of the same City Banker's clerk
WILLIAM LECKIE ROBINSON of the same City Gas Engineer
THOMAS WILLIAM BUSHILL of the same City Wholesale stationer
ADAM BURDESS of the same City Watch Manufacturer
JOHN MORTON of the same City Coal Merchant
JOHN WORWOOD of the same City Builder
WILLIAM HEWIS BLOXHAM of the same City Grocer
THOMAS GARDNER of the same City Watch Manufacturer
EDWARD THOMAS PIERSON of the same City Accountant and
GEORGE CAREY FRANKLIN of the same City Ribbon Manufacturer

hereinafter called “the Trustees” of the other part

WHEREAS the Trustees have raised and contributed money for the purchase of the land and hereditaments hereby conveyed and for or towards building a Chapel and School Room or Rooms for a Sunday school or Schools intended to be built thereon and have requested the Vendors to convey the said land to the uses upon the trusts and in manner hereinafter expressed

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Two thousand and four hundred pounds to the Vendors in hand upon or before the execution of these presents paid by the Trustees the receipt whereof in full for the absolute purchase in fee simple in possession free from incumbrances of the piece of land and hereditaments hereby conveyed

the Vendors hereby acknowledge THEY the Vendors DO and each of them DOTH hereby grant and convey unto the Trustees and their heirs

ALL that piece or parcel of land situate in the said City of Coventry in the Parishes of Saint Michael and Saint John the Baptist or one of them and fronting to a street there called The Butts and containing Five thousand six hundred square yards or thereabouts and for a further description thereof delineated on the plan drawn in the margin of the first skin of these presents and thereon coloured pink and numbered 1

TOGETHER with all easements rights members and appurtenances to the said piece of land, hereditaments and premises belonging or appertaining including right of horse carriage foot and drift way at all times and for all lawful purposes over and along the Streets called Grosvenor Street and Regent Street and (so far as the Vendors lawfully can or may) Grosvenor Road and over and along the back Roads respectively shown on the said plan in common with the Vendors their heirs grantees and assigns into and from the said piece of land and premises

TO HAVE AND TO HOLD the said hereditaments and premises hereby conveyed with the appurtenances (Subject nevertheless to the observance and performance of the Covenants and Agreements expressed and contained in a certain Indenture bearing date the Second day of August One thousand eight hundred and eighty and made between the several persons whose names are written and seals affixed in the Second Schedule thereto (the Trustees being some of such persons) of the one part and the said Alfred Harris William George Ellison and Thomas Masters Cowley of the other part and on the part of the Trustees their heirs and assigns to be observed and performed and to the observance and performance of the Covenant on their part hereinafter contained) unto the Trustees and their heirs TO THE USE of the Trustees their heirs and assigns for ever

PROVIDED always

and it is hereby agreed and declared that from and after the erection of the Chapel hereinafter referred to and to be built on the said hereditaments and premises in case the Trustees their heirs or assigns shall sell any part of the said hereditaments and premises the purchaser of the said part sold his heirs or assigns may erect a dwellinghouse or dwellinghouses thereon of not less value than Seven hundred and fifty pounds notwithstanding the stipulation of One thousand pounds contained in the said indenture of the Second day of August One thousand eight hundred and eighty

And it is HEREBY AGREED AND DECLARED that the Trustees their heirs and assigns shall stand seized of the hereditaments and premises hereby conveyed upon the Trusts hereinafter declared concerning the same (that is to say)

UPON TRUST at all times hereafter

to permit the said hereditaments and premises and the Chapel intended to be built thereon to be used as a place of public religious worship by a society of Evangelical Protestant Dissenters called Baptists now meeting for divine worship in Cow Lane Chapel in the said city of Coventry and also by such other persons as shall be hereafter united to the said society

and for that purpose to permit to officiate in the said Chapel so intended to be built as aforesaid such person or persons of the denomination of Evangelical Protestant Dissenters called Baptists as the members of the said Society present at any Church Meeting duly assembled for that purpose by public notice to be given in the said chapel during public worship at each and every service on the Sunday immediately preceding such Church Meeting or two third parts of them in

number shall from time to time elect as their Minister or pastor during their will and pleasure only

provided always that though it is expressly intended that the society assembling in the said chapel shall at all times be confined in the choice of a Minister or Pastor to persons of the denomination aforesaid yet it shall be lawful for the members of the said society for the time being if they shall so choose to admit either to the Communion of the Lord's Supper only or to Communion and church membership any person or persons professing repentance towards God and faith in and obedience to our Lord Jesus Christ although such persons shall not be of the denomination aforesaid.

AND UPON FURTHER TRUST in case a Schoolroom or schoolrooms for a Sunday School or Schools shall be erected or provided upon the said hereditaments and premises or if there shall be no separate Schoolroom or Schoolrooms and it shall by the Members of the said society present at their Church Meeting duly assembled as aforesaid or two third parts of them in number be thought necessary or expedient to hold and teach a Sunday School or School in any proper part of the said Chapel then to permit and suffer a Sunday School or Schools (but not a Day School or Schools on other days) to be held conducted and carried on from time to time in the said schoolroom or Schoolrooms or if it shall be thought necessary or expedient as aforesaid in the said chapel but only at such hours and times as shall not interfere with the public worship of Almighty God therein and in all cases whether in the said chapel or not under such government orders and regulations as shall be agreed upon by the members of the said society present at their Church Meeting duly assembled as aforesaid or two third parts of them in number

AND UPON FURTHER TRUST from time to time to raise such sum or sums of money as the Members of the said Society present at a Church Meeting duly assembled as aforesaid or two third parts of them in number shall direct by Mortgage or mortgages of all or any part of the said hereditaments and premises and make any conveyance demise or other assurance whatsoever for that purpose including a power of sale and all other usual covenants and powers

And also when thereunto required by the Members of the said Society present at a Church Meeting duly assembled as aforesaid or two third parts of them in number absolutely to make sale of the said hereditaments and premises either by public auction or private contract or to exchange the said hereditaments and premises or any part thereof for or in lieu of any other hereditaments whether freehold copyhold customary or leasehold and make any conveyances or assurances whatsoever for the said purposes

PROVIDED always that the Trustees for the time being shall stand seized or possessed of the hereditaments and premises which shall be so taken in exchange upon the same trusts as are hereinbefore declared concerning the hereditaments hereby assured and also shall stand possessed of the money which shall from time to time be received on any Mortgage Sale or Exchange upon trust to lay out and dispose of the same in such manner and for such purposes for the building of the said intended Chapel and Schoolrooms the improvement of the trust property or

the enlargement repair or rebuilding of the trust premises as the members of the said society present at a Meeting to be called for that purpose in manner aforesaid or two third parts of them in number shall from time to time direct

BUT in case the said society of Evangelical Protestant Dissenters called Baptists shall be totally dissolved or dispersed and the regular public worship at the said chapel be discontinued by them for the space of twelve calendar months together, then UPON TRUST to let convey and release or otherwise dispose of the said Chapel hereditaments and premises with the appurtenances to such person or persons for such term and in such manner and for such purposes as the Managers for the time being of a society called the Baptist Building Fund established in London in One thousand eight hundred and twenty four or the major part of them shall from time to time direct or appoint of or concerning the same

PROVIDED also and it is hereby agreed and declared that when and so often during the continuation of the trusts hereby created as the number of Trustees shall by death resignation removal from office or beyond the Seas or incapacity to act be reduced to Seven or less for the purposes aforesaid or oftener if the Members of the said society shall think it expedient so many other persons shall be named and chosen to be Trustees as shall make up the whole number of Trustees Thirteen such new Trustees to be from time to time nominated appointed and chosen by the Members of the said society present at their Church Meeting duly assembled as aforesaid or two third parts of them in number and upon every such choice the continuing Trustees for the time being shall by sufficient assurances in the law at the expense of the trust estate or of the funds of the said Society assure the said Chapel hereditaments and premises with the appurtenances so and in such manner as that the same may become legally and effectually vested in such new Trustees or Trustee jointly with any continuing Trustees or Trustee or in such new Trustees only as the case may require upon such or the like trusts and for such or the like intents and purposes as are hereinbefore declared and expressed of and concerning the same premises

AND each of them the Trustees for himself his heirs executors and administrators as to his own acts deeds and defaults only and for the acts deeds and defaults of his heirs and assigns doth hereby Covenant with the vendors their heirs and assigns that they the Trustees their heirs or assigns shall not nor will use or permit the said hereditaments and premises hereby conveyed or any part or any building thereon to be used or occupied as or for a day School

AND each of them the Vendors as to his own acts deeds and defaults only for himself his heirs executors and administrators doth hereby Covenant with the Trustees their heirs and assigns that notwithstanding any act deed or thing made done executed or suffered by them the Vendors any or either of them or any person claiming through under or in trust for them any or either of them to the contrary they the Vendors or some or one of them now are or is lawfully seized of the said hereditaments and premises hereby conveyed with the appurtenances for an estate of inheritance in fee simple in possession

AND THAT notwithstanding any such act deed or thing as aforesaid they or some or one of them now have or hath good right to grant and convey the said

hereditaments and premises hereby conveyed unto and To the use of the Trustees their heirs and assigns in manner aforesaid

AND THAT the Trustees their heirs and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors any or either of them or their any or either of their heirs or any person or persons claiming from through under or in trust for them any or either of them

AND THAT free from all encumbrances whatsoever made occasioned or suffered by the Vendors any or either of them or their any or either of their heirs or any person or persons claiming as aforesaid

AND FURTHER that they the Vendors and their heirs and all persons having or claiming any estate or interest in the said hereditaments and premises or any part thereof from through under or in trust for them any or either of them shall and will from time to time and at all times hereafter at the request and cost of the Trustees their heirs or assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto and To the use of the Trustees their heirs and assigns (Subject to the Covenants and Agreements in the said Indenture of the Second day of August One thousand eight hundred and eighty contained) in manner aforesaid as shall or may be reasonably required

AND ALSO that they the Vendors their heirs or assigns will at all times hereafter unless prevented by fire or other inevitable accident upon the request and at the cost of the Trustees their heirs or assigns or any of them produce and show forth or cause to be produced and shewn forth to them or any of them or their Counsel Solicitors or Agents or at any Trial hearing Commission or Examination of Witnesses in or directed by any court of judicature or otherwise in England as occasion shall require the Deeds mentioned in the Schedule hereunder written or either of them for the manifestation or defence of the Title and possession of the Trustees their heirs and assigns in and to the said hereditaments and premises or any part thereof and at the like request and costs furnished to them or any of them true and attested or plain copies extracts or abstracts of or from the same Deeds or either of them and allow any such copies extracts or abstracts to be from time to time at the like costs compared with the originals and will at all times hereafter unless prevented as aforesaid preserve the same safe whole uncanceled and undefaced

IN WITNESS whereof the said Parties to these presents have hereto set their hands and seals the day and year first above written

The SCHEDULE above referred to

28th November 1879 Indenture of conveyance made between Henry Jenkins Bromfield The Rev John Hands Townsend and William Samuel Townsend of the first part, Ann Townsend of the second part, Benjamin Holden Fisher of the third part, and the said Alfred Harris, William George Ellison and Thomas Masters Cowley of the fourth part.

2nd August 1880 The hereinbefore mentioned Indenture or Deed of Covenants of this date

Signed sealed and delivered by all parties and duly witnessed

The following endorsements appear on this Indenture

Received on the day and year first within written of and from the within named William Franklin Francis William Franklin William Pulley John Hine William Leckie Robinson Thomas William Bushill Adam Burdess John Morton John Worwood William Hewis Bloxham Thomas Gardner Edward Thomas Pierson and George Carey Franklin the sum of Two thousand and four hundred pounds being the consideration money within mentioned to be paid by them to us

Signed by Alfred Harris William George Ellison and Thomas Masters Cowley their signatures being duly witnessed

Enrolled in the High Court of Justice (Chancery Division) the twenty ninth day of June in the year of our Lord 1881 (being first duly stamped) according to the tenor of the Statutes made for that purpose

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6th September 1898 by Indenture of this date made between the within named
Francis William Franklin
William Pulley
John Hine
William Leckie Robinson
Thomas William Bushill
John Morton
John Worwood
William Hewis Bloxham
Edward Thomas Pierson and George Carey Franklin
Thereinafter called the Vendors of the one part and

Walter Josiah Beamish of the other part A piece of land containing 2032 square yards (part of the piece of land containing 5600 square yards within conveyed) was conveyed unto and to the use of the said Walter Josiah Beamish his heirs and assigns And by the same Indenture the Vendors gave the usual acknowledgement for production of the within written Indenture.