

HM Land Registry Title Number: CH436457

Edgar's Field, Handbridge, CHESTER

## Schedule of Restrictive Covenants

The following are details of the stipulations contained in the Conveyance dated 8 April 1892 referred to in the Charges Register:

"IT IS HEREBY AGREED AND DECLARED between and by the said parties hereto that the regulations and conditions subject to which the said Park Exercise or Playground (hereinafter called the Park) shall be held by the said Corporation and their successors shall be as follows that is to say:-

THAT the park shall be called Edgar's Field and shall be open to the Public but not for Horses Carts Carriages or Cycles on every day of the week including Sunday throughout the year Provided that the expression "carriages" shall not include Bath Chairs Perambulators

THAT the hours of opening and closing the Path shall vary with the Seasons of the year as the Corporation shall from time to time order and direct PROVIDED NEVERTHELESS that the Gates shall be opened as soon after six o'clock as the sun rises at those seasons of the year when the sun does not use before that hour and at six o'clock at those seasons when it does rise before that hour and shall not be closed until sunset

PROVIDED also that the Corporation and their successors shall have the power to cause the Park to be closed during the hours of Divine service on Sunday mornings or evenings

THAT no gambling nor any unlawful games or immoral practices shall at any time be permitted in the Park

THAT subject to such regulations as the Corporation and their successors shall from time to time think proper to make Bands of Music shall be allowed to play in the Park but no dancing of any description whatsoever except as hereinafter mentioned shall be permitted to take place therein

THAT no intoxicating liquor of any kind shall be allowed to be sold or vended within the boundaries of the Park by any person or persons whomsoever

THAT no building shall be erected in the Park without the previous consent of the said Duke of Westminster his heirs and successors in title owner for the time being of the Grosvenor Family Estates and that the Corporation or their successors shall not without such consent as aforesaid make any alteration in the laying out of the said Park or in the buildings ornamental plantation roads or pathways therein or thereon

THAT the said Duke of Westminster shall during his lifetime have the exclusive right of pruning and planting trees or shrubs in or upon the said Path together with a right of entry at all times and for all purposes

THAT no Fairs political or other Public meetings nor open air preaching shall be held or permitted in any part of the Park neither shall the Park or any part thereof be used for the celebration of the anniversaries or other reunions of clubs or benefit Societies and in order to enable the Corporation to carry into effect this provision it shall be lawful for them if necessary to cause the Park to be closed

## Schedule of Restrictive Covenants continued

SUBJECT to the proviso next hereinafter contained the entrance to the park shall be free from any payment or entrance money whatsoever and no payment shall in anywise or under any pretence whatsoever be taken or demanded in respect thereof nor shall the Park be in anywise used or employed for the pecuniary benefit of any private person or persons or of any Corporate or Public body whatsoever but this Clause shall not prevent the collection of voluntary contributions for Bands or other amusements provided in the Park PROVIDED always that notwithstanding anything hereinbefore contained the Corporation shall at the request of the said Duke of Westminster and his successors as aforesaid allow the Committee of the Handbridge Flower show to hold their annual show in the Park upon one day in each year and upon such day the Park shall be closed to the Public and the said Committee shall be at liberty to charge for admission into the Park and to permit dancing to take place therein

THAT the Corporation and their successors shall subject to the provisions and regulations herein contained have power from time to time subject to the approval of the said Hugh Lupus Duke of Westminster his heirs and successors in title as aforesaid to make and enforce such byelaws and regulations as to them shall seem fit for the exclusion of any improper persons from the park and for the use government control and management of the Park and for giving effect to any of the provisions of these presents and for protecting and preserving from injury the buildings terraces trees shrubs seats walks gates walls fences and railings in or upon the same and the Park generally from injury with power from time to time to alter or revoke any such bye-laws and regulations

THAT the Corporation and their successors shall cause boards with painted notices to be put up and maintained at the entrances of the Park containing the Byelaws or Regulations for the time being in force for the use and management of the Park and for the exclusion therefrom of such improper characters

THAT the Corporation and their successors shall from and after the Eighth day of April One thousand eight hundred and ninety two at all times maintain the park and the Buildings Erections Terraces and Trees Shrubs Walks and Seats therein and the Walls Railings and gates thereof in a proper and sufficient state of repair order cleanliness and renewal and shall and will for such purposes aforesaid from time to time appoint and maintain a competent man as Park-keeper such appointment to be subject to the approval of the said Hugh Lupus Duke of Westminster his heirs and successors in title as aforesaid

AND in consideration of the Gift and conveyance hereinbefore contained the Mayor Aldermen and Citizens for themselves and their successors Do hereby covenant promise and agree with and to the said Hugh Lupus Duke of Westminster his heirs and assigns in manner following that is to say that they and their successors will abide by and observe the several provisions and restrictions herein contained and so that the park may be held by the Corporation and their successors in trust and for the use and enjoyment of the inhabitants of the said City and County Borough of Chester and in particular of the Inhabitants of Handbridge aforesaid for ever according to the true intent and meaning of these presents and also that they will invest the said sum of one thousand pounds so paid by the said Duke of Westminster as aforesaid in some or one of the securities for the time being authorized by law for the investment of trust funds and will apply the annual income thereof towards paying the salary of the Park keeper for the time being of the said Park."

