

K. 130

Dated 18th March 1937

1937

W.M. CURZON-HERRICK ESQ. and
OTHERS

-to-

THE PARISH COUNCIL OF WOODHOUSE

CERTIFIED COPY:

C O N V E Y A N C E

of two pieces of land with the
Village Hall and buildings erected
thereon and fronting to Main Street
Woodhouse Eaves in the County of
Leicester.



Stamps
£14. 10.

I.R. Produced
Stamp

Adjudication
Stamp

139

Copy



This Conveyance

is made the eighteenth
day of March One -
thousand nine hundred

and thirty seven BETWEEN WILLIAM MONTAGU CURZON-HERRICK of - -
Beaumanor Park in the County of Leicester Esquire (hereinafter
called "the Vendor") of the first part THE RIGHT HONOURABLE FRANCIS
RICHARD HENRY PENN EARL HOWE P.C. SIR FITZROY HAMILTON ANSTRUTHER-
GOUGH-CALTHORPE of Elvetham Hall Hartley Wintney in the County of
Southampton Baronet and ARTHUR EDWIN MULHOLLAND of 8 Washington
House Basil Street Chelsea in the County of London Esquire - -
(hereinafter called "the Trustees") of the second part and the
PARISH COUNCIL OF WOODHOUSE in the said County of Leicester - -

(hereinafter called "the Council") of the third part WHEREAS:-
(1) By a Vesting Deed dated the twenty third day of December One
thousand nine hundred and twenty six and made between the Trustees
(the said Earl Howe being then and therein called Viscount Curzon)
of the one part and the Vendor of the other part the Trustees
declared that the property was vested in the Vendor in fee simple
upon the trusts and subject to the powers and provisions upon and
subject to which the same ought to be held under a Settlement
constituted by a Settlement dated the seventeenth day of February
One thousand nine hundred and thirteen and made between Sophia
Perry Herrick of the first part the Vendor (then William Montagu
Curzon) of the second part and Charles Henry Fehler Christie Sir
Almeric William Fitz Roy and Daniel Connor Lathbury of the third
part and a Re-settlement dated the twenty sixth day of July One
thousand nine hundred and sixteen and made between the Vendor of
the first part the Honourable Maud Kathleen Cairnes Plantagenet
Hastings of the second part and the said Charles Henry Fehler
Christie Sir Almeric William Fitz Roy and Daniel Conner Lathbury
of the third part and that they (the Trustees) were the Trustees
of the Settlement for the purposes of the Settled Land Act 1925
and that the Vendor had power to appoint new Trustees of the
Settlement.

(2) By the said Settlement dated the seventeenth day of February
One thousand nine hundred and thirteen it was declared that the
power of sale conferred by the Settled Land Acts should include
and authorise a sale for a nominal consideration or otherwise of
hereditaments subject to the Settlement for (inter alia) any of
the following purposes namely: a recreation ground park square
public works buildings or institutions or for any purpose connected

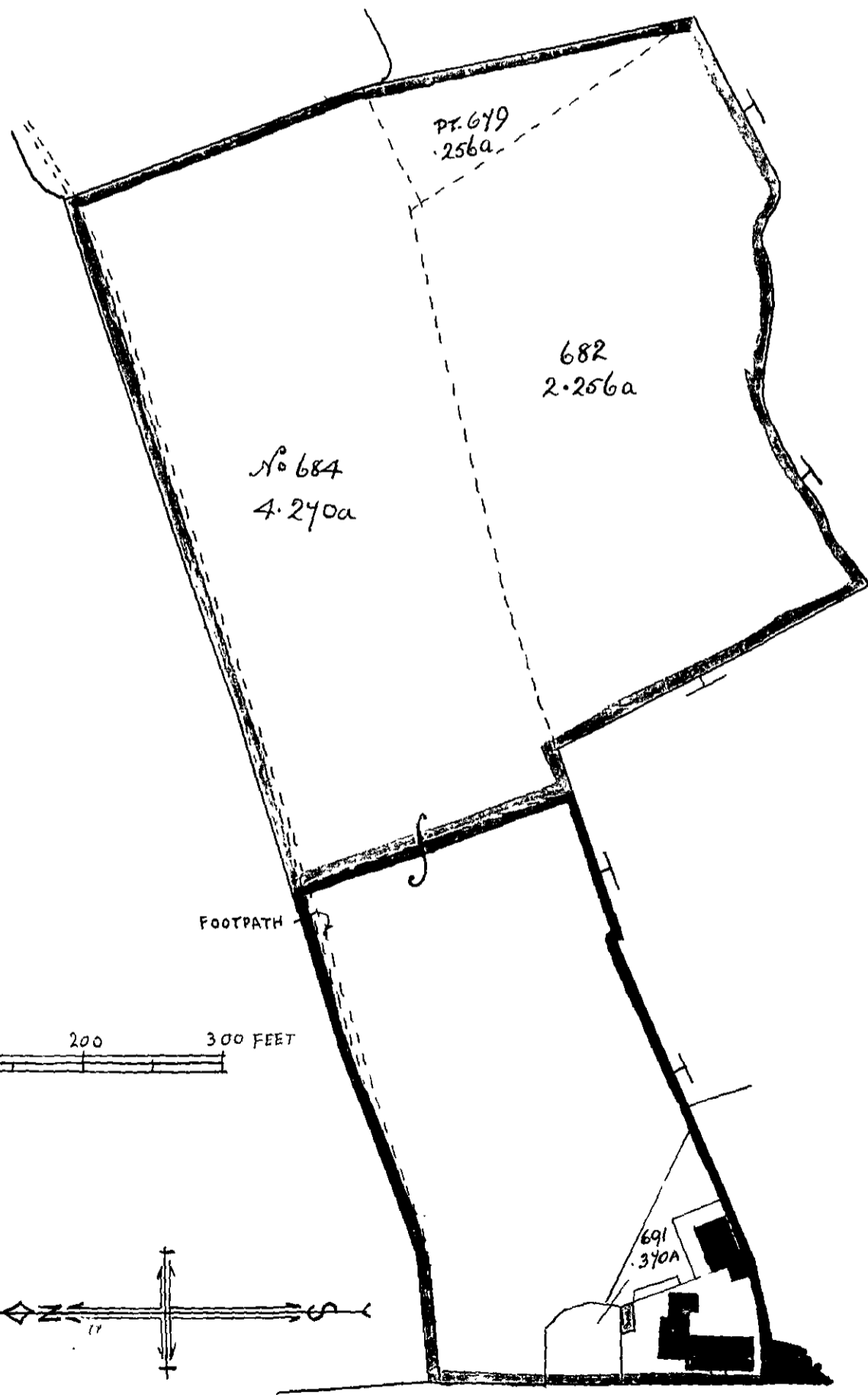
with any such building or works or for any other public or charitable purpose tending to the benefit of the persons residing or for whom dwellings might be erected on the premises but so that such land should not exceed two acres for any one purpose.

(3) The Vendor as such trustee and estate owner as aforesaid has agreed with the Council as follows First to convey to the Council in fee simple in possession free from incumbrances by way of gift the piece of land with the messuage and buildings thereon firstly hereinafter described and Secondly to sell to the Council in fee simple in possession free from incumbrances at the price of Four hundred and thirty seven pounds the piece of land secondly hereinafter described for the purpose as regards both of the said pieces of land of the same being used as a recreation ground or playing fields and of the said messuage and buildings being used in - - connection therewith or as a village hall.

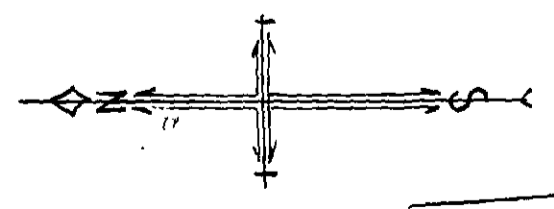
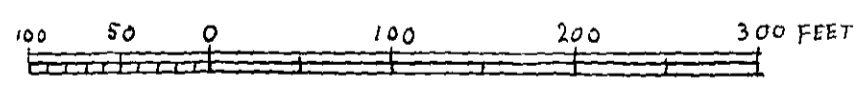
(4) The Council being desirous of providing a recreation ground for the said parish have agreed to accept the said gift of the - - property firstly hereinafter described and to purchase the land secondly described with the consent of a parish meeting held at Woodhouse Eaves aforesaid on the twenty ninth day of September One thousand nine hundred and thirty six signified by a Resolution passed at that meeting.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement the Vendor in exercise of the powers vested in him by the Settled Land Act 1925 and by the before mentioned Settlements and of all other powers him hereunto enabling and AS TRUSTEE hereby CONVEYS unto the Council FIRST ALL THAT piece or parcel of land (part of the Leicestershire - Beaumanor Estate of the Vendor) situate in the Parish of Woodhouse in the County of Leicester containing an area of two acres or thereabouts being part of a close of land known as "Long Close" (which is part of the farm known as Church Farm and Numbered 110 on the Plan Number 2 annexed to the said recited Vesting Deed) and which said piece of land hereby conveyed is bounded on the West by the Main Street of Woodhouse Eaves Village and on the East by the land secondly hereinafter described AND ALSO ALL THAT messuage and sale shop and outbuildings thereto belonging now and for many years past in the occupation of Mr. I. Kirk and known as The Coffee House AND ALSO ALL THAT building adjoining the said messuage known as the "Parish Room" or "Parish Hall" (which messuage and buildings are Numbered 73 on the said plan Number 2) and all which said



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M A I N S T R E E T

property hereby conveyed is delineated on the plan hereto annexed and thereon edged with a pink colour.

2. IN further pursuance of the said Agreement and in consideration of the sum of FOUR HUNDRED AND THIRTY SEVEN POUNDS now paid by the Council by the direction of the Vendor to the Trustees as such Trustees as aforesaid (the receipt whereof the Trustees hereby acknowledge and the payment whereof the Vendor hereby acknowledges) the Vendor in exercise of the powers vested in him by the said Act and Settlement and of all other powers him hereunto enabling and AS TRUSTEE hereby CONVEYS unto the Council SECONDLY ALL THOSE three pieces or parcels of land (other part of the said Beaumanor Estate) in the Parish of Woodhouse aforesaid adjoining the land firstly hereinbefore described and comprising the remaining part of Long Close aforesaid and the close of land adjoining and on the South side of Long Close aforesaid (being part of the property Numbered 74 on the said Plan Number 2) and in the occupation of Mrs. A. Flewitt & Son and also a strip of land adjoining and on the East side of the said last mentioned close all which said pieces of land secondly herein described contain an area of 5.152 acres or thereabouts and are delineated on the plan hereto annexed and are thereon edged green TO HOLD all the said premises first and secondly - hereinbefore described Unto the Council in fee simple discharged as provided by Section 72 of the Settled Land Act 1925 but Except and Reserved unto the Vendor his successors and assigns the right of building on the adjoining land of the Vendor up to the boundary fence notwithstanding that any such building may obstruct or - interfere with the free passage of light or air to the land or property hereby conveyed AND there is also excepted from the grant hereby made any right of light or air over the Vendor's adjoining property and there is also excepted and reserved unto the Vendor his successors and assigns his and their tenants and all other persons entitled thereto of the right to pass and repass over and along the footpath running along the Northern boundary of Field Number 684 more particularly shewn on the plan annexed hereto.

3. THE Council hereby covenants with the Vendor his successors and assigns and as a separate covenant with the Trustees and their successors as follows:-

- (1) At all times hereafter to keep the land hereby conveyed (other than such part thereof as is the site of the said messuage and buildings and except as hereinafter provided) as a recreation ground or playing fields or other open

space for the benefit of the inhabitants of the Parishes of Woodhouse Eaves Woodhouse and the district and to maintain the same in good and tidy condition and to take all - - reasonable steps to prevent the same from deterioration by misuse damage or becoming littered or in any way becoming a nuisance to the owners or occupiers of the adjoining or neighbouring land and in particular will not permit any part of the said land or buildings to be used by persons or bodies outside the said Parish and district or for - - accomodation convenience or refreshment of motor coach parties or others who shall not be entitled to enjoy the benefit and privileges of the recreation ground or playing fields Provided that the Council may if and when it shall so decide build on any part of the land a village hall club rooms or recreation rooms with suitable offices for the use of the inhabitants aforesaid according to plans which shall be approved on behalf of the Vendor by the President for the time being of the Leicester and Leicestershire Society of Architects at the cost of the Council.

(2) To erect and maintain suitable adequate and sufficient fences where such fences do not already exist on the land hereby conveyed and in particular along the Eastern boundaries of Enclosure Number 684 and part Enclosure 679 dividing it from the adjoining land of the Vendor in such manner as may be approved by the Agent for the time being of the Vendor.

(3) To use and occupy the messuage and buildings and parish hall firstly before conveyed solely in connection with or for the purposes of the said recreation ground or playing fields or as regards the said parish hall as a village hall or meeting room or for like purposes as it has heretofore been used provided that the Council shall be at liberty whenever it shall deem proper to structurally alter or add to all or any of the said buildings as the Council shall think fit and to demolish any which may not be required for the purposes aforesaid.

4. THE Vendor hereby acknowledges the right of the Council to the production and delivery of copies of the hereinbefore recited Vesting Deed.

5. THE Trustees hereby acknowledge the right of the Council to the production and delivery of copies of the documents of title - -

C

mentioned in the Schedule hereto.

IN WITNESS whereof the parties hereto of the first and second parts and two members of the Council party hereto of the third part have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE above referred to

<u>21st April 1876</u>	Probate of the Will and Codicil of William Perry Herrick.
<u>15th February 1913</u>	Disentailing Assurance made between Sophia Perry Herrick of the first part William Montagu Curzon of the second part Esme King of the third part and Charles Henry Fehler Christie Sir Almeric William Fitz Roy and Daniel Conner Lathbury of the fourth part.
<u>17th February 1913</u>	The before mentioned Settlement of this date.
<u>26th July 1916</u>	The before mentioned Resettlement of this date.
<u>21st November 1917</u>	Appointment of New Trustees made between William Montagu Curzon Herrick of the first part Sir Almeric William Fitz Roy and Daniel Conner Lathbury of the second part Charles Henry Fehler Christie of the third part The Honourable Francis Richard Henry Penn Curzon and Fitz Roy Hamilton Anstruther-Gough-Calthorpe of the fourth part and Charles Henry Fehler Christie and the Honourable Francis Richard Henry Penn Curzon and Fitz Roy Hamilton Anstruther-Gough-Calthorpe of the fifth part.
<u>21st November 1924</u>	Appointment of New Trustees made between William Montagu Curzon Herrick of the first part The Honourable Francis Richard Henry Penn Curzon and Fitz Roy Hamilton Anstruther-Gough-Calthorpe of the second part Arthur Edwin Mulholland of the third part and the said Honourable Francis Richard Henry Penn Curzon Fitz Roy Hamilton Anstruther-Gough-Calthorpe and Arthur Edwin Mulholland of the fourth part.

SIGNED SEALED and DELIVERED by)
the before named William)
Montague Curzon Herrick in the)
presence of:-)

WM. CURZON HERRICK

L.S.

E.V. Waters (Nurse)
The Hall,
Harrow Weald,
Mddx.

HOWE

L.S.

SIGNED SEALED and DELIVERED by)
the before named The Right)
Honourable Francis Richard)
Henry Penn Earl Howe in the)
presence of:-)

F.H. ANSTRUTHER GOUGH CALTHORPE L.S.

M. Colquhoun,
30 Powis Gardens,
Golders Green N.W.11.
Private Secretary.

A.E. MULHOLLAND

L.S.

WALLACE SQUIRE
Chairman

L.S.

SIGNED SEALED and DELIVERED by)
the before named Sir Fitzroy)
Hamilton Anstruther-Gough-)
Calthorpe in the presence of:)

HAROLD GORE BROWNE

L.S.

Mary K. O'Connor,
Elvetham Hall,
Hartley Wintney,
Hants.
His Private Secretary - Spinster.

WALTER SMITH

SIGNED SEALED and DELIVERED by)
the before named Arthur Edwin)
Mulholland in the presence of:)

A. Horace Bird,
6 Bedford Row,
W.C.1.
Solicitor.

SIGNED SEALED and DELIVERED by)
Wallace Squire (Chairman) -)
Harold Gore Browne and Walter)
Smith two members of the - -)
Woodhouse Parish Council in the)
presence of:-)

Wm. Harding,
Solicitor,
Leicester.

We have this day compared and examined this copy with the
original Deed and certify the same to be a true copy thereof.

AS WITNESS our hands this 10th day of March 1938.

E. Dennis Pickering
E. Adley (Spinster)

Clerks with Messrs. Harding & Barnett,
Solicitors, 14 New Street, Leicester.