

The Right Honourable
Walter Bulkeley Viscount
Barrington and others
To
The Parish Council of
Shrivenham

Conveyance
Of
Allotment land at Shrivenham, in the County
Of Berks

This Indenture made the 28th day of January 1924, between the Right Honourable **Walter Bulkeley Viscount Barrington** (hereinafter called "the vendor") of the first part **Abraham John Robarts** of Tile House, Buckingham, Esq, **Frederic John Wrottesley** of 4 New Court, Lincoln's Inn in the County of London Barrister-at-Law and **Leonard Sartoris** of Howard House, Cardington, Bedford, Esq (hereinafter in their capacity of Trustees called "the Trustees") of the second part and the said **Abraham John Robarts, Frederic John Wrottesley and Leonard Sartoris** (hereinafter in their capacity of Mortgagees called "the Mortgagees") of the third part and **The Parish Council of Shrivenham** in the County of Berks (hereinafter called "the purchasers") of the fourth part. **Whereas** by an Indenture of Settlement dated 6th June 1879, (hereinafter called "the Settlement") made between The Right Honourable George William Seventh Viscount Barrington of The Honourable Percy Barrington (afterwards Eighth Viscount Barrington) of the second part the Vendor (then and therein described as The Honourable Walter Bulkeley Barrington) of the third part and Alfred Sartoris (since deceased) and the said Abraham John Roberts of the fourth part, the hereditaments hereinafter described and intended to be hereby assured were together with other hereditaments limited and settled to certain uses under which the Vendor is now tenant for life in possession thereof. **And whereas** the Trustees are Trustees of the Settlement for the purposes of the Settled Land Acts 1882 to 1890. **And**

whereas by an Indenture of Mortgage dated 6th February 1918 and made between the Vendor of the first part and the said Abraham John Robarts and The Honourable Sir Bernard Eric Edward Barrington (since deceased) the then Trustees of the Settlement of the second part and the said Abraham John Robarts and The Right Honourable Evelyn Edward Thomas Viscount Falmouth (since deceased) of the third part being a mortgage made in exercise of the powers conferred by the Settled Land Acts 1882 to 1890 the said hereditaments hereinafter described together with other hereditaments were assured to the use of the said Abraham John Robarts and Evelyn Edward Thomas Viscount Falmouth their heirs and assigns by way of mortgage for securing the repayment to the said Abraham John Robarts and Evelyn Edward Thomas Viscount Falmouth of the sum of £30,492.7.3 and interest as therein mentioned. **And whereas** the said Evelyn Edward Thomas Viscount Falmouth died on the 1st October 1918. **And whereas** by an Indenture of Transfer of Mortgage dated 12th December 1918 and made between the said Abraham John Robarts of the one part and the Mortgagees of the other part after recitals whereby it appeared that there was then due upon the security of the said mortgage the principal sum of £24,542.7.3. with the current interest thereon and that the same belonged in equity to the Mortgagees it was by the Indenture now in recital witnessed that in consideration of the premises the said Abraham John Robarts assigned the said sum of £24,542.7.3 with all interest accruing and to accrue thereon and the securities for the same unto the Mortgagees. And by the same Indenture the said Abraham John Robarts conveyed the said hereditaments comprised in the said Indenture of Mortgage unto and to the use of the Mortgagees in fee simple subject to such right of redemption as was subsisting therein under the said Indenture of Mortgage. **And whereas** the said Francis Charles Sartoris died on the 7th February 1923. **And whereas** by an Indenture of Transfer of Mortgage dated 28th February 1923 and made between the said Abraham John Robarts and Frederic John Wrottesley of the one part and the Mortgagees of the other part, after recitals whereby it appeared that there was then due upon the security of the said Mortgage, the principal sum of £7,059.17.3 with the current interest thereon and that the same belonged in equity to the Mortgagees. It was by the Indenture now in recital witnessed that in consideration of the premises the said Abraham John Robarts

and Frederic John Wrottesley assigned the said sum of £7,059.17.3. with all interest accruing and to accrue thereon and the securities for the same unto the Mortgagees. And by the same Indenture the said Abraham John Robarts and Frederic John Wrottesley conveyed the said hereditaments comprised in the said Mortgage unto and to the use of the Mortgagees in fee simple, subject to such right of redemption as was subsisting therein under the said Mortgage. **And whereas** the Vendor in exercise of the powers vested in him by the Settled Land Acts 1882 to 1890 had agreed with the Purchasers to sell and the Purchasers in exercise of the powers in that behalf given to them by the Small Holdings and Allotments Acts 1908 – 1922 and of all other powers them thereunto enabling have agreed to purchase the hereditaments hereby assured and the inheritance thereof in fee simple in possession free from incumbrances for the sum of £400. **And whereas** a sum considerably in excess of the said purchase money now remains owing to the Mortgagees on the security of the said Indenture of the 6th February 1918, and it has been agreed that the said purchase money of £400 shall be paid to them in part discharge of the said mortgage debt so due to them as aforesaid and that they shall join in these presents in manner hereinafter appearing. **Now this Indenture Witnesseth** that in pursuance of the said recited agreement and in consideration of the sum of £400 now paid by the Purchasers by the direction of the Trustees of the Mortgagees (the receipt whereof the Mortgagees do hereby acknowledge and the payment whereof in manner aforesaid the Vendor doth hereby acknowledge) the Vendor as Beneficial Owner by virtue of the powers vested in him by the Settled Land Acts 1882 to 1890 and of every or any other power enabling him in this behalf, doth hereby grant and the Mortgagees as Mortgagees by the direction of the Vendor do hereby grant and release unto the Purchasers and their assigns, **All that** piece of land situate in the Parish of Shrivenham in the County of Berks, containing 7.371 acres or thereabouts and being part of Enclosure Number 153A on the Ordnance Survey for the said Parish which for the purpose of identification but not of limitation is more particularly shown on the plan drawn hereon and therein coloured pink Except and Reserved unto the Vendor and his successors in title under the Settlement all mines beds and quarries of coal and ironstone and other metals and mineral substances (if any) other than clay and sand within and under the said land

herby conveyed with full liberty and power for him or them and his or their workmen and others at all times to enter upon the said land or any part thereof to search for, dig work raise win make merchantable and carry away the said reserved minerals and premises whether by underground or surface workings and with power to let down the surface of the said land and make sink maintain and use all such pits shafts levels drains watercourses and reservoirs and to construct erect maintain and use all such spoil banks railroads tramroads and other roads bridges and buildings works engines machinery and conveniences whatsoever and to do all such things in under upon through or over the said land or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time nevertheless to the Purchasers and their assigns and their lessees and tenants proper compensation for all damage done by subsidence or otherwise to the surface or the crops or trees growing thereon and in respect of the occupation of the surface of the said land or any part thereof or in or about the exercise of the rights and powers aforesaid or any of them the amount of such compensation in case of dispute being settled by arbitration and being subject to the obligation of restoring the surface when the mines or minerals shall have been worked out or permanently ceased to be worked. **To hold** the same subject to the exceptions and reservations aforesaid and subject to the existing tenancies unto and to the use of the Purchases in fee simple discharged from all principal moneys and interest secured by and from all claims and demands under the hereinbefore recited Indenture of Mortgage of the 6th February 1918 and from all limitations powers and provisions of the Settlement and from all estates interests and charges subsisting or to arise there under. **And** the Purchasers hereby covenant with the Vendor that they the Purchasers will if required by the Vendor erect and ever afterwards maintain a suitable fence on that part of the land hereby conveyed as is marked "T" on the plan drawn hereon and to the intent and so as to bind not only the Purchasers but also (so far as practicable) all future owners and tenants of the said land or any part thereof and to bind such land into whosoever hands the same may come that no building of any kind shall at any time be erected on the said land or any part thereof and that they the Purchasers and their assigns will not use or allow to be used the said land or any part thereof for any purpose other then allotment gardens. **Provided always** that so far as regards the remainder of reversion expectant on the

life estate of the Vendor in the premises intended to be hereby conveyed and the title to and further assurance of the same after his death the statutory covenants by him implied in these presents shall not extend to the acts or defaults of any person other than and besides himself and his own heirs and persons deriving title through or under him them or any of them. **And** the Mortgagees hereby acknowledge the right of the Purchasers to the production of the documents mentioned in the Schedule hereto (the possession of which is retained by the Mortgagees) and to delivery of copies thereof. **And it is hereby certified** that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £500. In witness whereof the parties hereto of the first three parts have hereunto set their hands and seals and the Purchasers have caused their Common seal to be hereunto affixed the day and year first above written.

***Note:** There is writing appended after the last line above but is not legible, this being a copy of the original document.*

The **Schedule** above referred to:-

Documents retained by the Mortgagees

1918. February 6th. The above recited Indenture of Mortgage of this date

1918. December 12th

1923 February 28th. The above two recited Indentures of Transfer of Mortgage of these dates.

Signed by **Walter Bulkeley Lord Viscount Barrington**

Also attached.

Memorandum by a conveyance (hereinafter called "the said Conveyance") dated 30th June 1972, made between the within-named **Parish Council of**

Shrivenham (1) and The **Berkshire County Council** (2) 159 square yards of land fronting the north side of the A420 at Shrivenham and forming part of the property conveyed by the within-written conveyance unto the Berkshire County Council in fee simple (freehold) and the said conveyance contained an acknowledgement of the right of Berkshire County Council to production and delivery of copies of the within-written conveyance and an acknowledgement for the safe custody thereof.

Memorandum by a Transfer (hereinafter called “The Transfer”) dated 25th February 2003 made between the within named **Parish Council of Shrivenham** (1) **David Cullis** (2) the property edged red on the plan annexed to the Transfer a copy of which is annexed hereto (being part of the property conveyed by the within written conveyance) was hereof sent to the said **David Cullis**.

