This Conveyance

is made the first day of June One thousand nine hundred and thirty eight Between Emma Augusta Payne Jennings of Thrany Thatch East Preston in the County of Sussex Widow and Westminster Bank Limited whose Registered Office is at 41 Lothbury in the City of London (hereinafter called "the Vendors") of the one part and The Urban District Council of Leatherhead in the County of Surrey (hereinafter called "the Council") of the other part

Whereas

1. John Payne Jennings late of Garton House Ashtead in the County of Surrey deceased being at his death seised in fee simple in possession of the property hereinafter described died on the Twenty fifth day of March One thousand nine hundred and twenty six having by his Will dated the Tenth day of December One thousand nine hundred and twenty five appointed the Vendors to be his Executors who on the Sixth day of July One thousand nine hundred and twenty six duly proved his said Will in the Principal Probate Registry

2. The Council have under their powers under the Private Street Works Act 1892 recently made up the roads known as Greville Park Road and Greville Park Avenue in the Parish of Ashtead in the County of Surrey and on the final apportionment of the costs of making up such roads under the said Act the land first hereinafter described and intended to be hereby conveyed is shown under Apportionment Number 27 as liable to a charge of Thirty two pounds and nine pence and the land secondly hereinafter described and intended to be hereby conveyed is shown under apportionment Number 23 as liable to a charge of Twenty four pounds eight shillings and eightpence

3. The Vendors (who have not made any previous conveyance or assent as respects the legal estates hereinafter conveyed) as the Personal Representatives of the said John Payne Jennings deceased have agreed to convey to the Council the said pieces of land first and secondly hereinafter described in consideration of the Council redeeming the road charges payable under apportionment Number 27 to Sixteen pounds and five pence

and foregoing entirely the road charges payable under Apportionment Number 23

Now in pursuance of the said agreement and in consideration of the premises and of the release by the Council hereinafter contained This Deed Witnesseth as follows:-

1. The Vendors as Personal Representatives of the said John Payne Jennings deceased hereby convey unto the Council First all that piece or parcel of land forming part of the Greville Park Estate situate in the Parish of Ashtead in the County of Surrey having a frontage to Greville Park Road there of Fifty eight feet or thereabouts and a frontage to a footpath leading from the said Greville Park Road to Greville Close of Seventy-two feet or thereabouts which said piece or parcel of land is delineated on the Plan Number 1 attached hereto and thereon coloured pink

Secondly all that piece or parcel of land also situate in the Parish of Ashtead in the County of Surrey bounded on the North on North West side by the Ashtead Recreation Ground all which said piece or parcel of land is more particularly delineated and described on the Plan Number 2 attached hereto and thereon coloured pink To Hold the same unto the Council in fee simple released and discharged from all such rights of pre-emption (if any) as but for this release the Vendors or the persons deriving title under them would or might be entitled under any statute in that behalf in respect of the said land hereby conveyed or any part thereof in the event of the same being hereafter sold or otherwise disposed of by the Council but subject as to the land secondly hereby conveyed to all existing public and private rights of way over and along the said piece of land and to the rights of the Vendors their assigns and the owners for the time being of the adjoining and other plots on the Greville Park Estate to use all sewers and drains pipes wires and electric cables now or hereafter to be made in or over the said piece of land or any part thereof and also the free passage and running of water and soil to and from all other parts of the said Greville Park Estate with power to enter at all reasonable times for the purpose of constructing repairing and amending the said drains and cables whenever necessary.

2. The Council hereby agree and declare that the said apportionm

TRANS FORMER

72'-0"

58'-0"

CLOSE

Soil Sewer

Soil Sewer

6" S.W. Sewer To Greville Park Avenue

GREVILLE PARK ROAD

PLAN No. 2

GREVILLE PARK AV.

NORTH CORNER

16

REE COTTAGE

Number 27 under the before mentioned Private Street Works Act 1892 shall stand altered and amended so that the sum of Sixteen pounds and fivepence shall be due and payable in respect of the land affected by the said apportionment instead of the said sum of Thirty two pounds and ninepence originally assessed as due and payable and the Council further declare that the Vendors and the said land affected by Apportionment Number 23 shall henceforth stand discharged and exonerated from the sum of Twenty four pounds eight shillings and eightpence shown as due from the Vendors in the said apportionment Number 23.

3. The Council to the intent and so as to bind the land hereby assured into whosesoever hands the same may come and to benefit and protect the remainder of the Greville Park Estate hereby covenants with the Vendors to observe and perform the stipulations and restrictions contained in the First Schedule hereto

4 The Vendors hereby acknowledge the right of the Council to production and delivery of copies of the deeds and documents set out in the Schedule hereto

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five hundred pounds

In witness whereof the said Emma Augusta Payne Jennings hath hereunto set her hand and seal and the Westminster Bank Limited and the Council have hereunto caused their respective Common Seals to be affixed the day and year first above written

The First Schedule

As to the land First hereinbefore described

The said land shall be used as garden ground only and the Council shall forthwith take down the existing railing and place a seat thereon for the benefit of the public at large. No buildings of any description shall at any time be erected thereon nor shall it be used as an advertisement station or so as to be in any way a nuisance or annoyance to the Vendors or their successors in title or the owners or occupiers of the adjoining and other parts of the Greville Park Estate

As to the land Secondly herinbefore described

The Council shall not at any time hereafter erect or permit to be erected any building or wall on the said land or any part thereof which land is to be used only as a plantation attached to the Ashtead Public Recreation Ground nor shall anything be done upon the said land which may grow to be in any way a nuisance or annoyance to the Vendors or their successors in title or the owners or occupiers of the adjoining and other parts of the Greville Park Estate and in particular will not use the land nor allow the same to be used for the purposes of circus shows, public fairs, steam roundabouts or other similar noisy amusements.

Signed by the a
Payne J

The Second Schedule

As to the land First herinbefore described

1910 August 18th. Conveyance (1) Philip Algernon Plumbe and Harriet Charlotte Whitfield (2) Annie Ethelreda Gosnell Harriet Charlotte Whitfield, Caroline Ada Thomson Laura Kate Mason Ellen Augusta Plumbe and Philip Algernon Plumbe (3) John Payne Jennings

The Com
Limited
presence

As to the land Secondly herinbefore described

1882 December 16th. Conveyance (1) Matilda Bazot Ponsonby Bazot Villiers Spencer Bazot and William Jonny Lawton (2) John Payne Jennings

1882 December 16th. Mortgage (1) John Payne Jennings (2) Mathda Bazot Ponsonby Bazot Villiers Spencer Bazot and William Jonny Lawton

1882 December 18th. Mortgage (1) John Payne Jennings (2) George Masterman

1889 March 11th. Reconveyance endorsed on last mentioned Mortgage (1) George Masterman (2) John Payne Jennings.

1889 March 12th. Further Charge (endorsed on Mortgage of

The Com
District
hereunto
said Com
by

16th December 1882) (1) John Payne Jennings (2) Matilda Bagot Parsonby Bagot Villiers Spencer Bagot and William Yong Lawton.

1900 June 1st Reconveyance (1) Parsonby Bagot and Villiers Spencer Bagot (2) John Payne Jennings

As to all the said property

1926 July 6th Before recited Probate of the Will of John Payne Jennings.

Signed Sealed and Delivered by the above named Emma Augusta Payne Jennings in the presence of ~

Rachel Mary Feary
Walsingham
Norfolk.
Married.

Emma Augusta Payne Jennings

The Common Seal of Westminster Bank Limited was hereunto affixed in the presence of ~ ~ ~

E C Brown Director.

ward Assistant Secretary.

The Common Seal of the Urban District Council of Leatherhead was hereunto affixed at a meeting of the said Council duly convened and held by

A. L. Hobday
Chairman

in the presence of

Clerk

Dated 1st June 1938.

The Personal
Representatives of the
late J. P. Jennings dec'd.

to

The Leatherhead Urban
District Council.

Conveyance

of freehold land at
Ashtead in the County
of Surrey.

LEATHERHEAD U.D.C.
No. IN SERIES REGISTERED 659
ORDERED TO BE SEALED 24/5/38
76/11