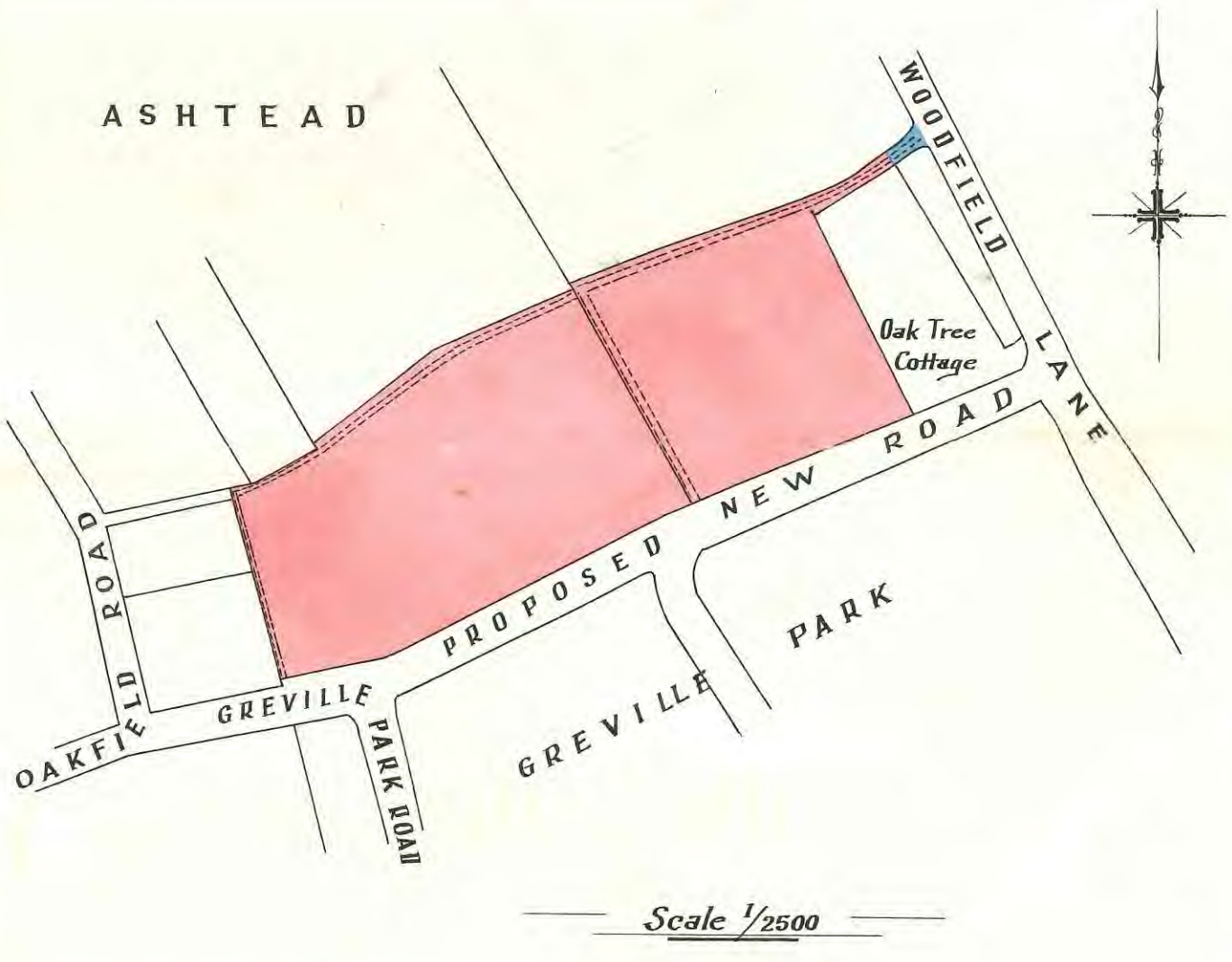
PRODUCED to the COMMISSIONERS of INLAND REVENUE in connection with the provisions of SEC. 12 of the ACT 58 VICT Cap. 14
11 JUN 1931.

A Deed of Conveyance

made the twenty seventh day of May One thousand nine hundred and thirty one **Between** Emma Augusta Payne Jennings of Rockham St Mary Ferring 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 Parish Council of Ashtead in the County of Surrey (hereinafter called "the Council") of the other part **Whereas** John Payne Jennings late of Ashtead aforesaid deceased and estate owner at the time of his death in respect of the fee simple of the property hereby assured 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 Executors thereof who duly proved the same on the Sixth day of July One thousand nine hundred and twenty six in the Principal Probate Registry **And** whereas the Vendors as such Personal Representatives as aforesaid and in exercise of the Statutory power in that behalf conferred upon them have agreed with the Council for the sale and transfer to the Council of the estate in fee simple of the property hereby assured free from incumbrances for the sum of One thousand seven hundred pounds **And** whereas the Vendors have not previously to the execution of this Conveyance given or made any assent or Conveyance in respect of any legal estate in the said property **Now this Deed witnesseth** that in pursuance of the said recited Agreement and in consideration



of the sum of One thousand seven hundred pounds now paid by the Council to the Vendors (the receipt whereof is hereby acknowledged) The Vendors as Personal Representatives of the said John Payne Jennings deceased hereby grant unto the Council All that piece or parcel of land forming part of the Greville Park Estate situate at Ashtead aforesaid as the same with the boundaries and abuttals is delineated on the plan drawn hereon and is thereon coloured pink Together with all such rights of way as the Vendors are entitled to over the land coloured blue on the said plan To hold same unto the Council in fee simple Except and Reserving to the Vendors the right to maintain the existing surface water drain from Greville Park Road running under or across the above described land together with right of access thereto at any time for the purpose of repairing the same the Vendors making good any damage or disturbance thereby caused to the said land and the surface thereof with all due despatch And the Council to the intent and so as to bind (so far as practicable) the lands and premises hereby assured into whosoever hands the same may come and to benefit and protect the remainder of the Greville Park Estate but not so as to render the Council liable in damages for any breach of covenant committed after the Council shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenants with the Vendors to observe and perform the stipulations and restrictions contained in the First Schedule hereto And the Vendors hereby acknowledge the right of the Purchasers to the production of the documents mentioned in the Second Schedule hereto (the possession of which is retained by the Vendors) and to delivery of copies thereof

In witness whereof the said Emma Augusta Payne Jennings and the Chairman presiding at a meeting of the said Parish Council and two other members of the said Parish Council have set their hands and seals and the said Westminster Bank Limited have hereunto caused their Common Seal to be affixed the day and year first above written

The First Schedule above referred to

(a) No trade manufacture or business (other than the profession of a Doctor Surgeon Solicitor or Architect) shall be carried on upon the land coloured pink on the plan drawn hereon nor shall any building erected thereon be used for any other purpose than that of a private dwelling house or any of the professions above mentioned or in connection with the use of the said land as a Public Recreation Ground nor shall anything be done upon the said land which may be or grow to be in any way a nuisance or annoyance to the Vendors or their successors in title or the owners or occupiers of 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

Jaris Steam roundabouts or other similar noisy amusements Provided that this Stipulation shall not be construed so as to prevent the Council from so using the said land on not more than six days in any one year for any Public Charity or for any agricultural horticultural or other show for similar public purposes

(b) Not more than sixteen dwellinghouses shall be erected on the land coloured pink on the said plan and no dwelling house shall be erected of less cost than £1200 (exclusive of outbuildings) reckoned at the lowest current prices in labour and materials nor shall any such house or other building be erected until the plans and elevations thereof have been submitted to and approved by the Vendors Surveyors whose fee of Two guineas shall be paid by the person submitting such plans

(c) The Purchaser will preserve and maintain a belt of trees and shrubs along the Southern boundary of the land agreed to be sold as at present existing

(d) The Purchaser shall pay or contribute a proportionate share according to frontage with the Vendors or other the owners of other lands fronting on Greville Park Road of the expense of repairing cleansing and maintaining the same and the sewers and drains thereunder and also a similar proportionate share with the Vendors or other the owners of lands fronting the proposed new road along the Southern boundary of the land coloured pink on the said plan of the expense of making such roads and sewers and drains thereunder and of repairing and maintaining the same when made until the said Greville Park Road and the said proposed new road respectively shall be taken over by the Local Authority

The Second Schedule above referred to

16th December 1882	Indenture of Conveyance made between Mahlda Bagot Ponsonby Bagot and Villiers Spencer Bagot and William Young Laulour of the one part and the said John Payne Jennings of the other part
16th December 1882	Indenture of Mortgage made between the said John Payne Jennings of the one part and the said Mahlda Bagot Ponsonby Bagot Villiers Spencer Bagot and William Young Laulour of the other part
18th December 1882	Indenture of Mortgage made between the said John Payne Jennings of the one part and George Masterman of the other part
11th March 1889	Indenture of Re Conveyance made between the said George Masterman of the one part and the said John Payne Jennings of the other part
12th March 1889	Indenture of Further Charge made between the said John Payne Jennings of the one part and the said Mahlda Bagot Ponsonby Bagot Villiers Spencer Bagot and William Young Laulour of the other part

1st June 1900	Indenture of Re. conveyance made between the said Ponsonby Bagot and Villiers Spencer Bagot of the one part and the said John Payne Jennings of the other part
6th July 1926	Probate of the Will of the said John Payne Jennings

Signed sealed and delivered by the above named Emma Augusta Payne Jennings in the presence of
Olive Haynes
Typing
Married (

Emma Augusta Payne Jennings.

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

W D Fitz DIRECTOR.

F. Arnyman SECRETARY.

Signed sealed and delivered by Mary Primrose Vivian. the Presiding Chairman and by Thomas Frederick Devitt and Louis Arthur Pateman two Members of the Parish Council of Ashtead pursuant to a Resolution passed at a Meeting of the said Parish Council duly convened and held on the fourth day of May One thousand nine hundred and thirty one in the presence of

Richard C. Booker.

Clerk to the Council

M. P. Vivian.

T. F. Devitt

L. A. Pateman

Dated 27th May 1931

Mrs E.A. Payne Jennings and Another

to

Ashtead Parish Council

Conveyance

of

Land situate at Ashtead Surrey

Memorandum: By a Conveyance dated 1st December. 1964 a small piece of land abutting to Greville Park Road in the south-west corner of the within described land was conveyed by the Leatherhead Urban District Council to the South Eastern Electricity Board in fee simple for use as an electricity substation site.

MEMORANDUM

By a lease dated 5th August 2002 and made between (1) Mole Valley District Council (2) David Christie, Richard Page, Terence Mann and Alan Morris as trustees of Ashtead Football Club ("the trustees") the pavilion situated on part of the land comprised in the within-written Conveyance was demised to the trustees for a term of 21 years from and including 5th August 2002