



This Conveyance is made the *twenty third* day of *September* One thousand nine hundred and thirty-five **Between**

ERIC RODERICK BROOK DRUMMOND of "The Spinneys" Kirby Muxloe in the County of Leicester Esquire (hereinafter called "the Settlor") of the one part and THE REVEREND HAROLD VICTOR HIBBERT of The Vicarage Enderby in the County of Leicester the present Rector of the Parish of Enderby in the said County of Leicester and THE SETTLOR the Member of the Leicestershire County Council elected for Enderby and District and DANIEL BURGESS of 33 King Street Enderby being the Chairman of the Parish Council of Enderby aforesaid and WILLIAM SALT of 51 John Street Enderby aforesaid and HENRY MOORE of 31 Cornwall Street Enderby aforesaid being two Members of the Parish Council elected by the Council for the purpose of this Charity (which five persons are hereinafter called "the Trustees") of the other part **Witnesseth** and it is hereby declared as follows:—

1. THE Settlor hereby conveys unto the Trustees ALL THAT piece or parcel of land fronting to Mill Lane Enderby aforesaid containing by admeasurement 4.383 acres or thereabouts Which said piece of land forms part of Fields Numbers 309 and 309a on the Ordnance Survey Map for the said Parish and which said piece of land is more particularly delineated in the plan thereof drawn hereon and thereon edged pink EXCEPTING AND RESERVING unto the Settlor:—

(a) All mines of coal ironstone fireclay water and other substances in and under the premises with all necessary powers for getting the same so that no entry be made upon the surface of the said land but so also that the present or future owners or lessees of the minerals shall not be liable for any damage that may have arisen or have been occasioned or may hereafter arise or be occasioned to the surface or to any present or future buildings or erections thereon by subsidence or otherwise by reason of working the mines or any adjacent minerals and whether the minerals or any of them have already been worked or got or shall hereafter be worked or got to the intent that no right to the support of the surface by the subjacent or adjacent minerals shall be conferred on the Trustees or implied from this Conveyance but with power for the Trustees to dig for and use any common clay marl and sand in the said land for the purposes of the Recreation Ground hereinafter mentioned but so that such clay marl and sand shall not be manufactured into bricks or other articles or be sold or removed from the said land.

(b) The right of free passage of water and soil and other matters from any adjoining or neighbouring lands now or late belonging to the Settlor or his predecessors in title as now enjoyed or subsisting.

(c) The right of free access of light and air from over the land hereby conveyed to any adjoining or neighbouring land now or late belonging to the Settlor and to any buildings erected thereon or to be erected thereon as now enjoyed or subsisting.

TO HOLD unto the Trustees in fee simple Upon trust to permit the inhabitants of the Parish of Enderby and the neighbourhood thereof and the public generally to have the use and enjoyment of the said land as a public park or recreation ground for the purpose of recreation at all reasonable times hereafter and so that such land shall at all times hereafter be used for the purposes aforesaid and kept as an open space and unbuilt upon and so that no buildings or erections of any kind shall be erected thereon without the written consent of the Settlor first had and obtained And also upon the trusts and subject to the rules regulations and provisions hereinafter contained for the administration and management of the Charity intended to be hereby established.

2. THE Trustees hereby covenant with the Settlor to maintain and keep in repair and in good condition the existing hedges or fences on the south-eastern and south-western sides of the land hereby conveyed.

3. FOR the benefit of the owners and occupiers for the time being of the property forming part of the Settlor's Enderby Estate or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed into whosoever hands the same may come the Trustees hereby jointly and severally covenant with the Settlor that the Trustees and the persons deriving title under them will at all times hereafter observe and perform the restrictions and stipulations set forth in the Schedule

hereunder written PROVIDED ALWAYS that nothing herein contained shall operate to impose any restrictions on the manner in which the Settlor or the persons deriving title under him may deal with the whole or any part of the said estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a building scheme for the said estate or any part thereof PROVIDED ALSO that notwithstanding the jurisdiction of the Charity Commissioners with regard to the trusts herein contained and their power to vary the same by order no order or other authority of the Charity Commissioners shall release the Trustees or the land hereby conveyed from or vary the covenants restrictions and stipulations set out in the Schedule hereto without the consent of the Settlor and his successors in title.

4. THE Charity shall be under the sole management and control of a Committee to be constituted as follows (that is to say) The Settlor Trustee for the time being as hereinafter defined The Rector for the time being of the Parish of Enderby The senior member of the Leicestershire County Council elected for Enderby and District The Chairman of the Parish Council of Enderby and two members of the said Parish Council to be appointed by the Council who shall cease to be members of the Committee whenever they or either of them cease or ceases to be Parish Councillors (all which persons are hereinafter called "the Managers").

5. THE Settlor Trustee shall be:—

(i) During the lifetime of the Settlor

(a) the Settlor or

(b) any person who may from time to time be appointed by the Settlor (with or without power of revocation) by writing under the hand of the Settlor of which notice shall have been given to the other Trustees within seven days from the date thereof.

(ii) After the death of the Settlor the person for the time being who is entitled as estate owner to the Settlor's Enderby Estate or the major portion thereof.

6. IN accordance with the aforesaid provisions the Settlor and the Trustees are hereby constituted the first Managers of the Charity and the Trustees shall cease to be Managers if and when they shall respectively cease to hold the office by virtue of which they have been appointed Trustees.

7. THE Trustees shall upon the first occasion when it shall be necessary to transfer the legal estate in the premises and they may at any time if they think fit apply to the Charity Commissioners for an Order vesting the legal estate in the Official Trustee of Charity Lands.

8. ALL business of the Charity shall take place and be transacted at Ordinary or Special Meetings of the Managers.

9. THERE shall be one Ordinary Meeting of the Managers held in March or April of each year for transacting the general business of the Charity and such Ordinary Meeting shall be held on some convenient date in March or April as aforesaid to be appointed by the Managers.

10. (a) The Ordinary Meeting in each year shall be convened by the Clerk to the Enderby Parish Council (hereinafter called "the Clerk") by sending to each of the Managers through the post at least fourteen days' notice of such meeting stating the time and place of holding the same.

(b) The Settlor Trustee or any other two of the Managers may call a Special Meeting by sending to each of the other Managers through the post at least twenty-one days' previous notice of such meeting stating the time and place of holding the same and the objects or purposes for which it is to be held.

(c) The provisions of Section 196 of the Law of Property Act 1925 shall apply to all notices to be served hereunder.

11. THREE Managers present at a meeting shall form a quorum.

12. AT every meeting of the Managers the Settlor Trustee if present or if the Settlor Trustee be absent then the Rector of the Parish shall be chairman of the meeting and in case both such persons shall be absent such one of the Managers as is elected at that meeting for the purpose shall be chairman of the meeting.

13. ALL business brought before any meeting shall be decided by a majority of votes of the Managers present and in case of an equality of votes the chairman of the meeting shall have a casting vote.

14. MINUTES of the proceedings of every meeting of the Managers shall be entered by the Clerk in a book to be kept for that purpose and signed by the chairman of such meeting or of the following meeting when they are read over and shall when so entered and signed be conclusive evidence of the business and other matters transacted at such meeting.

15. THE Clerk shall receive a remuneration of Five Shillings per annum for work done in connection with his duties hereunder and such remuneration shall be paid to him by the Settlor Trustee.

16. THE Managers may from time to time make such rules and bye-laws in relation to the conduct of the business of the Charity and for the regulation of the use of the land hereby conveyed as a recreation ground or public park not inconsistent with the main objects of the foundation as they may think fit or may apply to the Charity Commissioners for a scheme to be made for governing the Charity.

17. THE Trustees (including the Official Trustee of Charity Lands if the legal estate is vested in him) shall not be liable for giving effect to the directions of the Managers.

18. THE Managers (as the Managing Trustees) shall have the powers conferred by Section 29 of the Settled Land Act 1925 on a committee of management.

19. IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

The SCHEDULE before referred to:—

1. The Trustees shall not erect or permit to be erected on the land hereby conveyed any buildings or structures of any kind without the previous consent in writing of the Settlor or his successors in title.

2. The Trustees shall not use the land hereby conveyed for any purpose which may be or grow to be a nuisance or annoyance to the Settlor or the owners or occupiers of any adjoining or neighbouring land now or late belonging to the Settlor.

3. The Trustees shall not use or allow the land hereby conveyed to be used for any purpose other than as a public park or recreation ground and shall at all times hereafter keep the same as an open space for such purposes as aforesaid.

Signed Sealed and Delivered
by the said Eric Roderick Brook
Drummond in the presence of

Eric Roderick Brook

Humphrey Gilbert
Solicitor with

Signed Sealed and Delivered
by the said Harold Victor
Hibbert in the presence of

Harold Victor Hibbert

Humphrey Gilbert
Solicitor with
Messrs Stone & Co
Lawyers

Signed Sealed and Delivered
by the said Daniel Burgess in the
presence of

Daniel Burgess

Humphrey Gilbert
Solicitor with
Messrs Stone & Co
Lawyers

Signed Sealed and Delivered
by the said William Salt in the
presence of

William Salt

Humphrey Gilbert
as above

Signed Sealed and Delivered
by the said Henry Moore in the
presence of

Henry Moore

Humphrey Gilbert
as above

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS OF THE SETTLED LAND ACT, 1892.

Daniel Burgess

17, Victoria Street

Henry Gribble

William Gribble

The undersigned hereby certify that the transaction effected by the within indent of gift does not form part of a larger transaction or series of transactions in respect of which amount or value or the aggregate amount or value of the property conveyed or referred exceeds five hundred pounds.

Dated 23rd September 1935.

E. R. B. DRUMMOND, Esq.

The Reverend H. V. HIBBERT and Others.

land fronting Mill Lane, Enderby, in the County of Leicester for use as a Public Park or Recreation Ground.

Deed of Gift

1935

