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# This Indenture

THE SOLICITORS  
LAW STATIONERY SOCIETY LTD



made the  
of

18th  
April

day  
One thousand and nine

hundred and sixteen BETWEEN SIR THOMAS GEORGE FERMOR-HESKETH of Easton Neston in the County of Northampton Baronet (hereinafter called "the Vendor") of the first part THOMAS FERMOR-HESKETH of Rufford Hall in the County of Lancaster Esquire (hereinafter called "Mr. Hesketh") of the second part MR. HESKETH and GEOFFREY ROBERT LUCAS CHANCE of Greenfield Kingswinford in the County of Stafford Esquire (hereinafter collectively called "the Trustees") of the third part THE BOARD OF AGRICULTURE AND FISHERIES (hereinafter called "the Board") of the fourth part and THE PARISH COUNCIL OF HESKETH-WITH-BECCONSALL in the County of Lancaster (hereinafter called "the Purchasers") of the fifth part WHEREAS by an Indenture (hereinafter called "the Settlement") dated the Sixth day of January One thousand eight hundred and eighty-six and made between the Vendor of the first part Dame Florence Emily Fermor-Hesketh his wife (hereinafter called "Lady Hesketh") of the second part and Lawrence Rawstorne Edward Wilson and William Henry Newman (hereinafter called "the Original Trustees") of the third part the hereditaments hereinafter described (with other hereditaments) were conveyed (subject to certain incumbrances affecting the same (all of which have so far as regards the hereditaments hereby conveyed since been released and reconveyed to the uses of the Settlement) and subject also to a contingent yearly jointure rent-charge (since released as hereinafter mentioned) of Eight hundred pounds payable to Lady Hesketh during the residue of her life if she should survive the Vendor under an Indenture (hereinafter called "the Settlement of One thousand eight hundred and eighty") dated the Eighteenth day of December One thousand eight hundred and eighty to the Original Trustees in fee simple to such uses upon such trusts and subject to such powers and provisions as the Trustees or Trustee for the time being of the Settlement should in exercise of the power of mortgaging thereby conferred upon them or him from time to time appoint and subject thereto To the use of the Original Trustees for the term of Ninety-nine years from the date of the Settlement if the Vendor should so long live without impeachment for waste upon the trusts thereafter mentioned and subject to the said term and the trusts thereof To the use of the Vendor for his life with remainder To the use of Mr. Hesketh for his life with divers remainders over in strict settlement And it was thereby declared that every estate for life thereby limited should be without impeachment for waste and that notwithstanding the existence of the said term of Ninety-nine years the Vendor should for all the purposes of the Settled Land Acts 1882 and 1884 and of the Settlement be deemed the tenant for life of the premises thereby settled and should have all the powers conferred by the said Acts upon a tenant for life And it was thereby further declared that the Original Trustees should be the Trustees thereof for all the purposes of the Settled Land Acts 1882 and 1884 and the Settlement contained certain powers (which have not been exercised) for the Vendor and Mr. Hesketh and the other persons thereby made tenants for life to create family charges as therein mentioned and also a power for the Trustees or Trustee for the time being thereof during the lifetime of the Vendor to raise money on mortgage of the settled premises as therein mentioned (under which power certain incumbrances were effected by the said Trustees or Trustee all of which have been released so far as regards the hereditaments hereinafter described) but the Settlement did not contain any power to appoint new Trustees thereof AND WHEREAS the said William Henry Newman never executed the Settlement or acted in the trusts thereof and by a Deed Poll under his hand and seal dated the Twelfth day of October One thousand eight hundred and eighty-six disclaimed the trusts of the Settlement AND WHEREAS the said Edward Wilson died on the Fifth day of November One thousand nine hundred and eight AND WHEREAS by an Indenture of Appointment of new Trustees dated the Twenty-sixth day of June One thousand nine hundred and eleven and made between the said Lawrence Rawstorne of the first part the Vendor of the second part and the Trustees of the third part the Trustees were appointed to be the Trustees of the Settlement for all the purposes thereof in the place of the said Lawrence Rawstorne (who retired from the trust) AND WHEREAS by an Indenture (hereinafter called "the Assignment of One thousand nine hundred and eleven") dated the Twenty-sixth day of June One thousand nine hundred and eleven and made between the Vendor of the first part Lady Hesketh of the second part and Mr. Hesketh of the third part the Vendor assigned all the freehold hereditaments capital money and investments of capital money subject to the limitations and trusts of the Settlement and the rents profits and income of the same unto Mr. Hesketh and his heirs during the residue of the life of the Vendor subject to the incumbrances affecting the inheritance of the premises and to the said term of Ninety-nine years and Lady Hesketh thereby purported to release unto Mr. Hesketh the said contingent yearly jointure rent-charge of Eight hundred pounds limited to her by the Settlement of One thousand eight hundred and eighty and the Vendor covenanted with Mr. Hesketh not at any time thereafter to exercise any power vested in him under the Settled Land Acts 1882 to 1890 without the consent of Mr. Hesketh and also (so far as the Vendor lawfully might) that he would exercise all such powers according to the reasonable directions for the time being of Mr. Hesketh AND WHEREAS the Assignment of One thousand nine hundred and eleven was not acknowledged by Lady Hesketh pursuant to the Fines and Recoveries Act 1833 AND WHEREAS by an Indenture dated the Seventh day of July One thousand nine hundred and fourteen and made between the Vendor of the first part Lady Hesketh of the second part and Mr. Hesketh of the third part (and duly acknowledged by Lady Hesketh pursuant to the Fines and Recoveries Act 1833) Lady Hesketh with the concurrence of the Vendor and by way of confirmation of the Assignment of One thousand nine hundred and eleven released unto Mr. Hesketh the said contingent yearly jointure rent-charge of Eight hundred pounds limited to her by the Settlement of One thousand eight hundred and eighty AND WHEREAS under and by virtue of the Acts for the Inclosure Exchange and







Improvement of Land and the Award in the matter of the inclosure of certain lands called Hesketh Marsh situate in the Parish of Hesketh-with-Becconsall in the County of Lancaster confirmed by the Inclosure Commissioners for England and Wales on the Thirteenth day of January One thousand eight hundred and seventy a parcel of land was set out allotted and awarded unto the Churchwardens and Overseers of the Poor of the said parish and neighbourhood In trust as a place for exercise and recreation for the inhabitants of the said parish and neighbourhood which said parcel of land became vested in the Purchasers in trust as aforesaid AND WHEREAS the Purchasers have with the approval of the Board sold the said parcel of land under the power in that behalf vested in them by the Commons Act 1876 and the Local Government Act 1894 with a view to the purchase out of the proceeds of such sale of fit and suitable land to be held in trust for the purposes for which the said parcel of land so sold as aforesaid was allotted AND WHEREAS the Purchasers have with the approval of the Board agreed to purchase for the purposes aforesaid and the Vendor as the tenant for life or the person having the statutory powers of a tenant for life under the Settlement has with the consent (testified by his execution of these presents) of Mr. Hesketh agreed to sell to the Purchasers the hereditaments hereinafter described and the fee simple thereof in possession free from incumbrances at the price of Two hundred and fifty pounds AND WHEREAS no money has been raised or is raisable by way of mortgage under the trusts of the said term of Ninety-nine years determinable on the death of the Vendor limited by the Settlement NOW THIS INDENTURE WITNESSETH as follows

1. IN pursuance of the said agreement and in consideration of the sum of TWO HUNDRED AND FIFTY POUNDS by the direction of the Vendor and of Mr. Hesketh on or before the execution of these presents paid to the Trustees as such trustees as aforesaid as to the sum of One hundred and eighty pounds by the Board by the direction of the Purchasers out of the proceeds of the said sale and as to the residue of Seventy pounds by the Purchasers (the receipt of which sum of Two hundred and fifty pounds the Trustees hereby acknowledge) THE Vendor with the consent (testified as aforesaid) of Mr. Hesketh in exercise of the power for this purpose conferred upon him by the Settled Land Acts 1882 to 1890 or by the Settlement and of all other powers and as beneficial owner hereby conveys unto the Purchasers ALL THOSE pieces of land containing three acres one rood and thirty-four poles or thereabouts situate in the Parish of Hesketh-with-Becconsall in the County of Lancaster Which said hereditaments are more particularly described in the First Schedule hereto and delineated on the plan drawn on these presents and thereon edged pink TO HOLD Unto and TO THE USE of the Purchasers and their assigns in fee simple IN TRUST as a place of exercise and recreation for the inhabitants of the said Parish of Hesketh-with-Becconsall and neighbourhood discharged from all the limitations trusts powers and provisions of the Settlement and from all estates interests and charges subsisting or to arise thereunder.

2. PROVIDED ALWAYS that so far as regards the reversion or remainder expectant on the life estate of the Vendor in the premises hereby conveyed and the title thereto and further assurance thereof after his death the statutory covenant by him implied in these presents shall not extend to the acts or defaults of any person other than and besides himself and persons deriving title under him.

3. THE Purchasers for themselves and their assigns hereby covenant with the Vendor his successors in title and assigns as follows—

(i) That the Purchasers and the persons deriving title under them will at all times hereafter repair and keep in good and substantial repair the fences on parts of the east and west sides of the hereditaments hereby conveyed as shewn on the plan hereto and will at all times hereafter keep the Vendor and the persons deriving title under the Settlement indemnified against all claims and expenses in respect of the repair and maintenance of the said fences or any of them.

(ii) That the Purchasers and the persons deriving title under them will pay the annual sum of Eight shillings and fivepence (being the proportion of the entire tithe rent-charge payable in respect of the hereditaments hereby conveyed and other hereditaments apportioned in respect of the hereditaments hereby conveyed) until a legal apportionment of such tithe rent-charge shall be effected by and at the expense of the Purchasers or the persons deriving title under them.

4. THE Vendor hereby acknowledges the right of the Purchasers to production of the documents mentioned in the Second Schedule hereto and to delivery of copies thereof And hereby undertakes for the safe custody thereof.

5. MR. HESKETH hereby acknowledges the right of the Purchasers to production of the Assignment of One thousand nine hundred and eleven and the recited Release of the Seventh day of July One thousand nine hundred and fourteen (which are retained in his custody) and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

6. IT IS HEREBY CERTIFIED by the Vendor and the Purchasers that the transaction hereby affected 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 parties to these presents of the first three parts have hereunto set their hands and seals the Board have hereunto affixed their Official Seal and David Rimmer of Hesketh-with-Becconsall aforesaid the Chairman presiding at a meeting of the Purchasers and Robert Wright of Hesketh-with-Becconsall aforesaid and William Edson of Hesketh-with-Becconsall aforesaid two other members of the Purchasers have at the said meeting for and on behalf of the Purchasers set their hands and seals the day and year first before written.



THE FIRST SCHEDULE above referred to.

Particulars of the hereditaments hereby conveyed.

No. on Plan.	Description.	Acreage.
418	Garden	2.948
Pt. 422	do.	.515
		<u>A 3.463 = 3a. 1r. 34p.</u>

THE SECOND SCHEDULE above referred to.

Particulars of documents retained in the custody of the Vendor.

FIRST PART.

Documents relating to the general title.

- 18th December 1880.—Plain copy of the SETTLEMENT of 1880 of this date made between the Vendor of the one part and Lady Hesketh of the other part.
- 6th January 1886.—The recited SETTLEMENT of this date.
- 12th October 1886.—The recited DEED POLL OF DISCLAIMER of this date.
- 26th June 1911.—The recited INDENTURE of Appointment of New Trustees of this date.

SECOND PART.

Documents relating to incumbrances formerly affecting the premises and since discharged.

- 20th November 1885.—INDENTURE OF MORTGAGE of this date made between the Vendor of the one part and Thomas Potter Norris, Richard Hodgson and James Eckersley of the other part.
- 7th August 1902.—INDENTURE OF RECONVEYANCE of this date made between Thomas Potter Norris and James Eckersley of the first part the Vendor of the second part and Lawrence Rawstone and Edward Wilson of the third part.
- 2<sup>nd</sup> April 1916.—INDENTURE OF RELEASE of this date between Mr. Hesketh of the one part and the Trustees of the other part.
- 3<sup>rd</sup> April 1916.—INDENTURE OF RELEASE of this date made between The Manchester and Liverpool District Banking Co. Limited of the first part the Vendor of the second part Mr. Hesketh of the third part and the Trustees of the fourth part.
- 4<sup>th</sup> April 1916.—INDENTURE OF RELEASE of this date made between The Royal Insurance Company Limited of the first part the Vendor of the second part Mr. Hesketh of the third part and the Trustees of the fourth part.

SIGNED SEALED and DELIVERED by  
the said Sir Thomas George Fermor-Hesketh  
Baronet in the presence of

*Thomas Hesketh*  
Solicitor  
Birmingham

*Mr. J. R. Hesketh*

*T. Fermor-Hesketh*

SIGNED SEALED and DELIVERED by  
the said Thomas Fermor-Hesketh in the  
presence of

*Thomas Hesketh*

*Geoffrey R. Lucas Chance*

SIGNED SEALED and DELIVERED by  
the said Geoffrey Robert Lucas Chance in  
the presence of

*Sydney J. Shaw*  
*clerk with messrs Phelps & Keeling*  
*Solicitors Birmingham*

*7th April 1911*  
Assistant Secretary.



*See over*



25758

signed, sealed and delivered  
by the said David Rimmer  
Chairman and Robert Wright  
and William Sadler Members  
of the Hesketh-with-Becconsall  
Parish Council at a meeting of  
such Council in the presence of:-  
Robert Rimmer  
Clerk to the Parish Council.

David Rimmer

Robert Wright

William Sadler

DATED 6<sup>th</sup> April 1916.

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Sir Thomas George Fernor-  
Hesketh, Bart., and Others

— TO —

Hesketh-with-Becconsall  
Parish Council.

### Conveyance

Of Freehold Hereditaments, in the Parish  
of Hesketh-with-Becconsall, in the  
County of Lancaster.

25758/12



## Plan.

