



THOMAS & SONS LTD.
Solicitors &c.
15, ABINGDON ST.,
LONDON, E.C.A.

P.S.



This Conveyance

is made the Eleventh day of July One thousand nine hundred

and forty-seven B E T W E E N THE NORTH WALSHAM ESTATES LIMITED whose registered office is situate at 25 Grammar School Road North Walsham in the County of Norfolk (hereinafter called 'the Company') of the first part ORLANDO MATTHEWS DOY of North Walsham aforesaid Esquire of the second part and THE NORTH WALSHAM URBAN DISTRICT COUNCIL (hereinafter called 'the Council') of the third part W H E R E A S :

1. The Company are seised in fee simple in possession free from incumbrances of the property hereinafter described and intended to be hereby conveyed.
2. The Company have agreed to sell the said property to the said Orlando Matthews Doy for the sum of Two thousand and three hundred pounds subject to the conditions set out in the First Schedule hereto.
3. The said Orlando Matthews Doy wishing to present the said property to the Town of North Walsham for a Public Park as part of his contribution to the Town War Memorial and so that it may be developed and laid out by the Town War Memorial Committee has requested the Company to convey the same to the Council on their entering into the covenant hereinafter contained.
4. The Council are the present trustees of a piece of land situate in North Walsham containing Seven acres One rood and Twenty-one perches known as The Peoples Park which was conveyed by an Indenture of Conveyance and Settlement dated the Eleventh day of October One thousand eight hundred and seventy-five and made between John Berney Petre of the first part Robert Summers Baker of the second part and the said Robert Summers Baker the Reverent John Smith Owen George Smith John Wilkinson and Robinson Cornish of the third part upon the trusts contained in the First Schedule in such deed which trusts as modified to bring the same up to date are set out in the Second Schedule hereto and which Peoples Park is with the consent of the Charity Commissioners intended to be taken over by the Council for the purpose of building houses thereon under the Housing Acts.

N O W THIS DEED W I T N E S S E T H as follows:

1. I N pursuance of the said agreement and in consideration of the sum of TWO THOUSAND AND THREE HUNDRED POUNDS paid by the said Orlando Matthews Doy to the Company (the receipt whereof the Company hereby acknowledges) the Company at the request and by the direction of the said Orlando Matthews Doy hereby as BENEFICIAL OWNERS convey and the said Orlando Matthews Doy as BENEFICIAL OWNER hereby conveys and confirms unto the Council A L L T H O S E pieces of land situate in North Walsham aforesaid containing Twelve acres One rood and Seventeen perches or thereabouts and which with the boundaries and abutments

thereof are more particularly delineated on the plan drawn hereon and thereon edged with pink and hatched green and form enclosures 573 part 574 part 575 576 part and 609 part on the Ordnance Survey Map for the Parish of North Walsham T O H O L D the same unto the Council in fee simple SUBJECT TO the conditions set out in the First Schedule hereto.

2. A [THE Council hereby covenant with the Company that they will observe the conditions contained in the First Schedule hereto.] B

3. I N consideration of the premises the Council hereby covenant with the said Orlando Matthews Doy that they the Council will for ever hereafter hold the property hereby conveyed UPON TRUST to permit the same for ever hereafter to be used as and for a public park and recreation ground to be known as "The War Memorial Park" for the benefit of the inhabitants of the Parish of North Walsham aforesaid SUBJECT nevertheless to the provisions and powers set forth in the Second Schedule hereto.

I N W I T N E S S whereof the Company and the Council have hereunto set their Common Seals and the said Orlando Matthews Doy his hand and seal the day and year first above written.

C [THE FIRST SCHEDULE]

1. No building shall be erected on the piece of land numbered 575 on the said plan during the life or lives of Gertrude Wilkinson and Evelyn Gertrude Wilkinson of North Walsham aforesaid Spinsters without the written consent of them or the survivor of them and no road shall be made across any part of the said piece of land unless the plan thereof shall first receive the written consent and approval of the said ladies such consent and approval not to be unreasonably withheld.

2. No part of the plantation bordering the Yarmouth Road North Walsham hatched green on the said plan shall be cut down or removed so long as Eleonora Wilkinson of North Walsham aforesaid Spinster is the owner of "The Laurels" and/or "The Red House" Yarmouth Road aforesaid.] D

THE SECOND SCHEDULE

1. The Park shall be under the management of the Council who shall meet together for the purposes of such management whensoever it may be expedient.

2. Five members of the Council shall form a Quorum.

3. Meetings shall be called in accordance with the Standing Orders of the Council.

4. Every question arising as to the management of the park or otherwise in relation to the trusts shall except as hereafter otherwise provided be decided by a majority of the votes of the Council present at the meeting at which such question shall be raised the Chairman in the case of equality of votes having the casting vote.

5. The Council shall keep the park with any additions which may hereafter be made to it and the fences entrance gates walks grass and appurtenances thereof in good condition and maintain its parklike and pleasure condition and may from time to time determine in what manner the same shall be laid out and divided and also what fences gates rails and other matters of a like nature shall be put up and maintained and what ornaments may be from time to time added to the park and in what position they are respectively to be placed.

6. The Council may appoint a park keeper or park keepers and other servants and may determine their respective duties and the amount of their remuneration.

7. The Council may determine the times when the park is to be opened to the public and the regulations to be observed in the user and enjoyment thereof and may from time to time alter the regulations.

8. The Council may open the park to the public free of charge or may make such charge and during such times as they think proper for the user and enjoyment of the park.

9. The Council may let the park to any person or corporation for such purposes

and at such rent and subject to such conditions as they may think proper provided always that no letting shall be for a longer period than one week.

10. All sums of money received with such reservations for the purpose of its user by the public as a pleasure ground as the Council may think fit in respect of the user of the park under the last two proceeding clauses shall be applied by the Council in the payment of Tithe Rent Charge rates taxes (if any) and other out-goings payable in respect of the park and of the expenses of keeping the park and the fences entrance gates walks grass and other parts and appurtenances thereof in good condition and of the remuneration of the park keepers and other servants and of all other expenses relating to the trust.

11. The surplus if any of the money received by the Council after providing for the expenses aforesaid shall be applied to the improvement and ornamentation of the park and in making additions thereto of adjoining lands such purchased lands to be subject to the like trusts as the lands hereby conveyed.

12. The Council may by a unanimous resolution confirmed by the majority of the rate payers of North Walsham present at a Parish Meeting summoned in the usual way at any time resolve that the park be sold and may effectuate such sale in such manner as they may think fit and may give effectual receipts to the purchaser or purchasers thereof.

13. In case the park shall be sold under the proceeding clause the proceeds thereof shall after payment thereof of the expenses of the sale be applied in the purchase of other suitable lands to be held upon the like trusts and subject to the like powers including the power of sale contained in the previous clause and for the like purposes in all other respects as are declared contained and mentioned by and in these presents.

THE COMMON SEAL of the NORTH WALSHAM }
ESTATES LIMITED was hereunto affixed }
in the presence of }

Ernest Currie
Director

North Walsham
Secretary.

SIGNED SEALED AND DELIVERED by the }
above-named ORLANDO MATTHEWS DOY in }
the presence of }

Orlando M Doy

Judith Price
Secretary North Walsham

THE COMMON SEAL of the NORTH WALSHAM }
URBAN DISTRICT COUNCIL was hereunto }
affixed in the presence of }

H. Looney
Chairman
W. Thompson
Clerk.



H137
H M LAND REGISTRY
Title No. NK 178416
COPY (liable to distortion in scale)
of plan to Courtyards
dated 11/7/1947
6/80

