

DATED *29th* September 1930.

16357

This Deed of Gift is made the *Twenty ninth* day of September One thousand nine hundred and thirty BETWEEN ERNEST STEVENS Esq. Donor of the one part and THE URBAN DISTRICT COUNCIL OF LYE AND WOLLESCOTE in the County of Worcester (hereinafter called "the Council") of the other part

TO THE URBAN DISTRICT COUNCIL OF LYE AND WOLLESCOTE.

Deed of Gift

— OF —

Freehold Property known as Wollescote Hall, Wollescote House, Farmhouses, Land and Buildings, situate at Wollescote, in the Parish of Oldswinford, in the County of Worcester.

705 63

J. & L. Clark,
Solicitors,
West Bromwich.



No. 16357

This Deed of Gift is made the *Twenty ninth*

day of September One thousand nine hundred and thirty BETWEEN ERNEST STEVENS of Prescot House Stourbridge in the County of Worcester Gentleman (hereinafter called "the Donor") of the one part and THE URBAN DISTRICT COUNCIL OF LYE AND WOLLESCOTE in the County of Worcester (hereinafter called "the Council") of the other part

WHEREAS:—

1. THE Donor is seised of the property hereinafter described for an estate in fee simple in possession free from incumbrances
2. THE Donor is desirous of vesting the said property hereinafter described in the Council to the intent that the same may be held by the Council as public pleasure grounds
3. THE Council has agreed to hold the said property and to support and improve the same for the purposes aforesaid upon and subject to the conditions more particularly set forth in the Second Schedule hereunder written

NOW THIS DEED WITNESSETH that for the purpose of effectuating the desire of the Donor and in consideration of the undertaking of the Council to support maintain and improve the property hereinafter described as Public Pleasure Grounds and of the covenants conditions and stipulations on the part of the Council contained in the said Second Schedule hereto the Donor as BENEFICIAL OWNER hereby conveys Unto the Council ALL AND SINGULAR the pieces of land messuages tenements farmhouses buildings and other erections more particularly described in the First Schedule hereunder written TO HOLD the same UNTO the Council in fee simple subject to the performance and observance of the covenants and stipulations set out in the Second Schedule hereto and also subject as to the parts affected thereby to the Leases mentioned in the said First Schedule

4. THE Council hereby COVENANT with the Donor and his assigns that the Council will observe and perform the covenants conditions and stipulations more particularly set forth in the said Second Schedule hereunder written
5. THE Council hereby COVENANT with the Donor that the Council will not without first obtaining the approval of Helena Taylor

during the continuance of the Lease granted to her of Wollescote House erect or permit to be erected any building or other erections on the piece of land secondly described in the fifth part of the said First Schedule hereto

IN WITNESS whereof the Donor has hereunto set his hand and seal and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

The FIRST SCHEDULE before referred to.

FIRST PART.

ALL THAT messuage tenement or dwelling-house at Wollescote in the Parish of Oldswinford in the County of Worcester called or known as "Wollescote Hall" with the yards gardens outbuildings pleasure grounds and appurtenances thereto belonging or therewith usually enjoyed all which said hereditaments and premises are now in the occupation of the said Helena Taylor and are for the better description delineated on a plan drawn upon a Conveyance dated the Twenty-seventh day of September One thousand nine hundred and seven and made between John William Pargeter, George Birt and the Reverend Reginald Stanley Pargeter Chesshire of the first part the said John William Pargeter of the second part and the said Edward John Taylor of the third part and thereon edged pink

SECOND PART.

ALL THAT piece of land containing in the whole seven acres one rood and thirty perches or thereabouts situate at Wollescote in the Parish of Oldswinford in the County of Worcester fronting on the North side to a road leading from Oldswinford to Careless Green bounded on the West side and partly on the South side by land now or formerly of Mrs. Esther Fletcher and on the East side and on the remainder of the South side by a road leading out of the last mentioned road to or towards Hob Green Farm which said piece of land is in the occupation of Lees Brothers and is for the better description delineated on the plan drawn on a Conveyance dated the Eleventh day of April One thousand eight hundred and ninety-five being the Conveyance of the said hereditaments and premises to the said John William Pargeter and thereon coloured pink

THIRD PART.

ALL THAT messuage or dwelling-house and farm buildings with the pieces or parcels of land set out in the first part of the Schedule to a

Conveyance dated the Eleventh day of July One thousand nine hundred and nineteen and made between Joseph Southall George Harry Holcroft and Walter Holcroft of the one part and the said Edward John Taylor of the other part situate at Wollescote in the County of Worcester (formerly part of the Wollescote House Farm) containing in the whole sixteen acres two roods and twenty-eight perches, or thereabouts which said messuage dwelling-house farm buildings and pieces of land are more particularly described and delineated by the plan and endorsed on the said Conveyance of the Eleventh day of July One thousand nine hundred and nineteen and thereon coloured pink

FOURTH PART.

ALL THAT farm called the Hob Green Farm situate in the Township of Wollescote in the Parish of Oldswinford in the County of Worcester and consisting of a cottage barn stable and other outbuildings yard garden site of old pool orchard and the pieces of land known as Far Meadow or Upper Piece, Brook Piece, Three Cornered Piece, Long Piece, Near Meadow, The Homstead and the Dingle also a piece of land known as Sling adjoining the road from Wollescote Hall to Careless Green and lying between that road and the farm all which said hereditaments contain an area of seventeen acres one rood and nineteen perches or thereabouts and are more particularly described in the Schedule to a Conveyance dated the Twenty-ninth day of September One thousand nine hundred and nineteen and made between William Joseph Harding King of the one part and the said Edward John Taylor of the other part and coloured green on the plan and are in the occupation of Sidney Robins as tenant TOGETHER with the estate right and interest (if any) of the Donor of and in the bed of the stream forming the boundary of the property on the East side thereof TOGETHER ALSO with the right for the Council and its assigns owners and occupiers for the time being of the property comprised in this part of the Schedule to use the road running outside the western boundary of the said hereditaments over and from the land now or formerly of Esther Fletcher as a road to and from the said hereditaments with or without horses cattle carts and other vehicles in the same manner as the same are now enjoyed by the tenant of the said premises

FIFTH PART.

FIRSTLY ALL THAT piece of land situate in the Hamlet of Wollescote in the Parish of Oldswinford aforesaid fronting on the South side thereof to a road leading from Oldswinford to Careless Green which said piece of land contains in the whole one acre one rood and twenty perches or thereabouts AND TOGETHER with the messuage or

dwelling-house with the garden stabling or dwelling-house vinery conservatories and other offices erected thereon and thereto belonging known as Wollescote House and now in the occupation of the Misses Muldoon AND SECONDLY ALL THAT piece or parcel of land containing an area of 3.478 acres or thereabouts situate near to the before described premises and on the opposite side of the road and which hereditaments and premises are for the purpose of identification and not by way of limitation delineated on the plan drawn upon a Conveyance dated the Tenth day of October One thousand nine hundred and twenty-two and made between Agnes Helen Kirkpatrick Elizabeth Florence King and Edith Josephine King of the first part Henry Charles King Joseph Hazelden King and William Kirkpatrick of the second part and the said Edward John Taylor of the third part and thereon coloured blue TOGETHER with the joint ownership thereof in common with the owners of the adjoining property on the West of the wall marked A B on the said plan which wall was thereby declared to be a party wall and subject as to the premises firstly described in this part of the Schedule to a Lease dated the Fourteenth day of August One thousand nine hundred and thirty and made between the said Helena Taylor William Frank Taylor and Henry Robert Hodgkinson of the one part and the said Helena Taylor of the other part for a term of Ten years from the Twenty-ninth day of September One thousand nine hundred and thirty determinable as therein mentioned but with the benefit of the yearly rent of One Hundred Pounds thereby reserved and of the covenants on the part of the Lessee and conditions therein contained

SIXTH PART.

ALL THOSE six pieces or parcels of arable and pasture land forming part of Brook Farm situate at Wollescote aforesaid being part of the land comprised in a Conveyance dated the Twenty-eighth day of October One thousand nine hundred and twenty-one and made between Ellen Maria Evers Swindell of the first part William Parkes Travis and Frank Percival Evers of the second part and the said Edward John Taylor of the third part and coloured pink on the plan endorsed upon the said Conveyance and numbered 30, 31, 32, 34, 35 and 43 on the said plan subject as to Field Number 32 and part of Field Number 34 to a Lease dated the Fourth day of October One thousand nine hundred and twenty-one and made between Ellen Maria Evers Swindell of the one part and the Urban District Council of Lye and Wollescote of the other part for a term of Fourteen years from the Twenty-fifth day of March One thousand nine hundred and twenty but with the benefit of the yearly rent of Thirty-Six Pounds thereby reserved and of the covenants on the part of the Lessee and conditions therein contained

ALL which said premises described in the first part, second part, third part, fourth part, fifth part and sixth part of this Schedule are more particularly delineated on the plan annexed to a Conveyance dated the Fourteenth day of August One thousand nine hundred and thirty and made between the said Helena Taylor, William Frank Taylor and Henry Robert Hodgkinson of the one part and the Donor of the other part and thereon respectively coloured green, yellow, pink, pink, blue and yellow

The SECOND SCHEDULE before referred to.

1. THE land hereby assured shall except as is hereinafter reserved and excepted be laid out and planted and for ever maintained as Public Parks and Recreation Grounds in good ornamental cultivation condition and repair for the free use of the inhabitants of Lye and Wollescote and District and the Public generally and shall be properly fenced and drained and suitable entrances shall be constructed. The laying out fencing draining and planting shall be carried out and the entrances constructed and the buildings the Parks and Recreation Grounds with the exception of the parts known as Hob Green Farm and the land in the possession of any tenant shall be opened to the Public on or before the Fourth day of July One thousand nine hundred and thirty-one. Hob Green Farm (subject to Clause 8 hereof) and the land in the possession of any tenant shall be opened to the Public within twelve months of the same coming into the vacant possession of the Council

2. WOLLESCOTE HALL and Wollescote House together with the outbuildings thereto and gardens and lawns shall be used for all or one or more of the following purposes but for no other purpose namely:—

- (a) Refreshment Rooms for the use of visitors to and users of the Parks and Recreation Grounds
 - (b) Free Public Reading Rooms
 - (c) Free Library
 - (d) Museum
 - (e) Picture Gallery
 - (f) Public Offices
 - (g) Maternity Home
 - (h) Convalescent Home
 - (i) A Hospital
 - (j) A Childs Welfare Centre
- see above*
19
DNA

see clause 19

(k) Or any other purposes which have for its object the benefit advancement and welfare of the people of Lye and Wollescote and District and the Public generally so long as the performance of such object will not be a breach of any of the conditions contained herein

The Wollescote Hall Lodge shall be maintained and appropriated in connection with all or one or more of the above mentioned purposes or in connection with the Parks and Recreation Grounds herein referred to. The orchards gardens and lawns attached to Wollescote Hall and Wollescote House may be appropriated and used for the purpose of playing Tennis, Bowls and Croquet

3. THE Council to take immediate steps to make easy and appropriate roads from the populous parts of the area and to plant trees in such roads leading to the Parks and Recreation Grounds

4. THE Council to submit plans of any proposed improvements to the existing roads around the estate to the Donor for his approval

5. IF at any time hereafter the Council think fit to make provision for the playing of Golf then such provision shall be for a Nine Hole Course only, and such Course shall be constructed on the low lying portions of Fields Numbers 35, 34 and 32 but Golf shall not be played on any other part of the land hereby assured and if at any time hereafter the space already allotted for playing Golf shall be required for the use by the Public for any of the other purposes herein permitted then the Council shall discontinue the use of such Golf Course and use it as part of the Parks and Recreation Grounds

6. IF at any time hereafter the Council think fit to make provision for the playing of Football then such provision shall be made on Fields Numbers 30 and 43 and also on the low lying portions of Fields Numbers 35, 34 and 32 if the Council decide not to use such low lying portions as a Golf Course but Football shall not be played on any other part of the land hereby assured

7. SUFFICIENT provision shall be made by the Council for the playing of Cricket but only on Fields Number Part 79 and the Field opposite Wollescote Hall containing 7.437 acres and after sufficient provision has been made in this respect then such land may be laid out and used for other games and recreation but not Golf, Hockey or Football

8. HOB GREEN FARM shall be used for all or one or more of the permitted purposes herein set forth so soon as there shall be a Public Demand to that end but until there shall be such Public Demand then



the Council shall let the same for agricultural purposes only and on a yearly tenancy

9. NO buildings shall be erected on any part of Fields Numbers Part 97 and 98 Part 37, 38, Part 79 and the Field opposite Wollescote Hall containing 7.437 acres but the Council is hereby permitted to erect on Field Number Part 79 and the Field opposite Wollescote Hall containing 7.437 acres suitable Shelters and Pavilions. The permission given with regard to Field Number Part 79 is subject to the Council first obtaining Mrs. Helena Taylor's approval during the continuance of her Lease of Wollescote House

SAVE AND EXCEPT and as provided by Clause 2 hereof and the first part of this clause no buildings shall be used or erected on any other part of the said land hereby assured other than Pavilions or those necessary for supervision and for the lay out of the land as Parks and Recreation Grounds and/or for the use of the Public in visiting the Parks and using the Recreation Grounds or Except as a free Public Reading Room, Free Library, Museum, Picture Gallery, Public Baths, Public Offices, Public Hall or any Public Memorial or any one or all of them. ALL the buildings which are to remain upon the land or that may hereafter be erected thereon shall be kept in clean condition and proper state of repair

10. THE Council shall keep the grass land mowed and/or closely grazed by sheep only (but not rams) so long as such grazing does not interfere with the use and enjoyment by the Public of such grass land. The Council shall keep such grass land in order at all proper times so as to permit the Public to walk thereon and shall provide the Public with suitable places for the accommodation in all permitted and appropriate places in such Parks and Recreation Grounds

11. THE Council shall keep Wollescote Hall, Wollescote House and all other buildings now or which may hereafter be erected upon any part of the said land hereby assured in a good and tenantable state of repair and also keep the lawns, fruit trees and garden land in a cultivated clean and tidy condition and in particular shall observe the covenants and conditions contained in the Lease to Mrs. Helena Taylor of Wollescote House so far as the same are to be observed and performed by the Council as owners of the reversion of such Lease

12. THE Council shall within three months of the land coming into its vacant possession take down and remove the fences herein set forth namely:—

Hedge enclosing remaining portion of Brook Farm (yellow on plan) on the south side with the exception of South Hedge to Field Number 35 Hedge between Fields Numbers 31 and 30 and also between Fields Numbers 30 and 43

Hedges East and South of Fields Numbers Part 97 and 98

Hedges South and East (not walls) of Field Number 37

Hedge East of Field Number 79

Iron hurdles enclosing garden against wall in field 15.044 acres

Iron hurdles forming drive to Wollescote Farm House

Iron hurdles round the large trees at Wollescote Farm House

Iron hurdles abutting Wollescote Hall Lodge Garden

Iron hurdles fencing Pools in Fields Number 38 and Number Part 79 immediately such Pools have been filled up

Iron hurdles fencing telephone pole and wireless pole in field 15.044 acres and the Council shall remove such poles and replace the same elsewhere if necessary

13. THE Council shall on obtaining vacant possession forthwith erect a boundary fence to the western side of Field Number Part 79

14. NO timber shall be felled except such as may have to be removed by reason of decay or for the proper laying out of the land as Parks and Recreation Grounds

15. NO intoxicating beverages shall be made or sold or consumed on the said land hereby assured unless by medical orders or except such as may be ordered by a resident or visiting medical practitioner

16. NO gambling or betting shall be allowed on any part of the said land hereby assured

17. NO Public Meetings for the discussion of political partisan trade or controversial social questions or other matters of dispute or controversy shall be held on any part of the premises hereby assured or in any buildings which may hereafter be erected thereon

18. NO portion of the mines and minerals under the premises hereby assured shall be worked or removed

19. NOT at any time to assign underlet or part with the possession of any of the land or buildings hereby assured or any part thereof except in the event of any buildings now erected or which may hereafter be erected being used as Refreshment Rooms when the Council may let such Refreshment Rooms from time to time to a suitable caterer in accordance with these conditions

20. THE Council may on such days as it thinks fit (not exceeding twelve days in any one year nor more than four consecutive days on any one occasion and not on a Sunday or Good Friday or Bank Holiday or Public Holiday) close to the Public generally the Buildings the Parks and Recreation Grounds or any part thereof for any of the following purposes:—

(a) For the use of day or Sunday School Scholars or both together with their officers and friends and on these days no charge for admission shall be made

(b) For the use or benefit of any Public Charity or Institution or for any agricultural horticultural or other suitable show or any other suitable Public purpose and admission on these occasions may be either with or without payment as directed by the Council On all other days the Buildings the Parks and Recreation Grounds shall be opened to the Public free of charge during such hours as the Council may from time to time determine

21. SPECIAL consideration and facilities shall be given to children up to the age of fifteen years to play games and such games shall be free of charge and also full and proper provision shall be made for the amusement protection and welfare of such children without payment or charge

22. THE Council shall be at liberty from time to time to make such reasonable charge or charges as it may determine for the use by adults of a portion or portions of the Parks and Recreation Grounds for Golf, Cricket, Football, Hockey, Tennis, Bowls, Croquet, Boating, Swimming and/or other games and recreations approved by the Council but no games or sports shall be played or indulged in on a Sunday or Good Friday

23. PROVISION shall be made by the Council for the playing of games (which shall include cricket, tennis and bowls) by people of small means at the lowest possible charge

24. THE Council shall make provision whereby paper and any rubbish which may be thrown or scattered on any part of the land shall be promptly collected and disposed of

25. THE Council shall take steps to provide upon the premises hereby assured food and refreshments (but not intoxicating beverages) for visitors to and users of the Buildings, Parks and Recreation Grounds at a reasonable sum

26. THE Council shall within three months from the date when vacant possession shall be given by the present tenants take down and remove Wollescote House Farm House and all the Farm and other

buildings used in connection therewith including the Tower and the erections situate at the back of the kitchen garden of Wollescote House in Field Number Part 37 and the sites thereof shall be cultivated planted and laid out and shall form part of the Parks and/or Recreation Grounds. The Council shall forthwith brick up the opening leading from the Wollescote House premises to Wollescote House Farm buildings near to the Harness Room and after the removal of such buildings as aforesaid forthwith to make good by the erection of brickwork any openings which may have been made thereby. The Council shall forthwith take down and remove the Greenhouse which is in bad condition and which is situated in the garden attached to Wollescote Hall

27. THE Council shall be at liberty from time to time to make a nominal charge for admission to any of the buildings excepting the Free Public Reading Room and Free Library and also to let from time to time the Public Hall subject to the conditions herein laid down

28. THE Council shall be at liberty from time to time to make such Bye-laws and Regulations governing the use of the Buildings the Parks and Recreation Grounds as it may think proper such Bye-laws and Regulations being consistent with the covenants and conditions herein set forth

29. IMMEDIATELY after the Council shall have taken up and removed the Hedge running along the south side of the remaining portion of Brook Farm the Council shall prepare put in order gravel and roll the Public Footpath running alongside such hedge but the hedge between Fields Number 35 and Number Part 37 shall not be removed until the turf in Field Number 35 is established

30. AS soon as Field Number 35 and the allotments in Field Number 32 shall be in the vacant possession of the Council the Council shall in the September or October following the same getting into their vacant possession clean the land cultivate, sow good quality grass seed, slag, roll and graze after cutting first year. When and so soon as such turf is established the Council shall forthwith take up and remove the fences dividing Fields Numbers 35, 34, 32, 31 and 30

31. THE Council shall immediately give notice to the Allotment Holders to quit and deliver up possession of the Allotments in their possession and held under the Council and the Council shall also immediately give notice to all the tenants of the other land hereby assured to quit and deliver up possession of any land which may be in the possession of such last named tenants at the date hereof. Notwithstanding the notices the Council is called upon to give under this Clause the Council shall take whatever steps lie in their power to

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obtain earlier possession of the land in the possession of any tenant as aforesaid

32. AS soon as Fields Numbers Part 37, 38 and Part 79 shall be in the vacant possession of the Council the Council shall take steps immediately to fill up the Pools on the said three pieces of land and level the same and seed down to grass in manner hereinbefore more particularly mentioned

33. THE Council shall be responsible for the whole cost of carrying out the conditions herein set forth and anything arising thereout and also for the maintenance upkeep and control of the premises hereby assured but it shall be at full liberty to levy a rate or raise funds for this purpose by subscription or otherwise as it may think fit

SIGNED SEALED AND DELIVERED
by the said Ernest Stevens
in the presence of

Ernest Stevens



Lyon Clark
Solicitor

W Stanley Inobberley West Bromwich
Solicitor, Lye.

THE SEAL of the Urban District
Council of Lye and Wollescote
was hereunto affixed in our
presence in pursuance of a
Resolution of the Council
passed the 29th day of
September 1930



L. H. Everson Chairman.

W Stanley Inobberley Clerk.

REGISTERED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 6 (2) OF THE MORTMAIN AND CHARITABLE USES
ACT, 1893, AND SECTION 1 OF THE MORTMAIN AND CHAR-
ITABLE USES ACT AMENDMENT ACT, 1892.



11th November 1930

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MEMORANDUM that by a Conveyance made the 22nd day of March 1956 between the Mayor Aldermen and Burgesses of the Borough of Stourbridge (the Successors in title of the within named Lye and Walscote Urban District Council) of the one part and the WORCESTERSHIRE COUNTY COUNCIL of the other part a piece of land containing an area of 1.42 acres or thereabouts and forming part of the land described in the within written Deed of Gift and situate to the north of Hob Green Road Pedmore in the Borough of Stourbridge was conveyed to the said County Council for an estate in fee simple and an acknowledgement given of the right of the said County Council to production of the within written Deed of Gift and to delivery of copies thereof and an undertaking given for the safe custody thereof.



H.M. LAND REGISTRY

FREEHOLD TITLE REGISTERED

TITLE NUMBER WM 755151

(as to part)

CHARITY COMMISSION
ENROLMENT AND RECORD

Received 11 NOV 1930

1383/30.