

PRESENT.

- 1 DEED

No. 24311



# This Conveyance

is made the  
twenty eighth

day of *November* One thousand nine hundred and thirty nine BETWEEN  
HERBERT WILLIAM DEEDES formerly of Saltwood Castle in the County of Kent  
 but now of 14 Marine Parade Hythe in the County of Kent Gentleman  
FREDERICK WILLIAM BUTLER of Hythe aforesaid Estate Agent and ALBERT  
EDWARD PALMER formerly of "Oakville" Hillcrest Road Hythe aforesaid but  
 now of "Old Orchard" Loose near Maidstone in the County of Kent Builder  
 and Contractor (hereinafter called "the Grantors") of the one part and  
THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HYTHE in the County  
 of Kent (hereinafter called "the Council") of the other part SUPPLEMENTED  
 to: -

(1) A Conveyance (hereinafter called "the Principal Deed") dated the  
 twenty second day of May One thousand nine hundred and twenty four and  
 made between the said Herbert William Deedes of the one part and the  
 Grantors and Edward Osborne (since deceased) of the other part whereby  
 certain land in the Borough of Hythe aforesaid was purported to be con-  
 veyed by the said Herbert William Deedes as Tenant for Life under the  
 Settlement created by the Will of Herbert George Deedes deceased to the  
 Grantors and the said Edward Osborne in fee simple subject to the stipu-  
 lations and conditions relating to building and user as set forth in the  
 Schedule thereto.

(2) An Order of the Chancery Division of the High Court of Justice  
 dated the twenty fourth day of May One thousand nine hundred and twenty  
 eight whereby for the purpose of removing doubts as to whether the estate  
 in fee simple in the said land was legally and validly conveyed by the  
 Principal Deed and upon an additional Trustee being appointed to act with  
 the said Herbert William Deedes as Trustee of the said Settlement and  
 upon payment of the further sum in the said Order mentioned it was  
 ordered that the said Herbert William Deedes be at liberty to execute a  
 Deed confirming the assurance of the fee simple of the said land expressed  
 to be made by the Principal Deed.

(3) A Deed of Appointment dated the fifth day of May One thousand  
 nine hundred and twenty eight and made between Rose Eleanor Deedes of the  
 first part the said Herbert William Deedes of the second part and Melesina  
 Gladys Deedes of the third part whereby the said Melesina Gladys Deedes  
 was appointed to be a Trustee of the said Settlement jointly with the  
 said Herbert William Deedes.

(4) A Confirmatory Conveyance dated the ninth day of July One thousand nine hundred and twenty eight made between the said Herbert William Deedes of the first part the said Herbert William Deedes and Melasina Gladys Deedes of the second part and the Grantors and the said Edward Osborne of the third part whereby the said Herbert William Deedes conveyed and confirmed unto the Grantors and the said Edward Osborne the land comprised in the Principal Deed Subject to the stipulations and conditions contained in the Principal Deed and by the said Conveyance such legal estates expressed to have been transferred or created by the Grantors and the said Edward Osborne since the date of the Principal Deed were legally confirmed.

WHEREAS :-

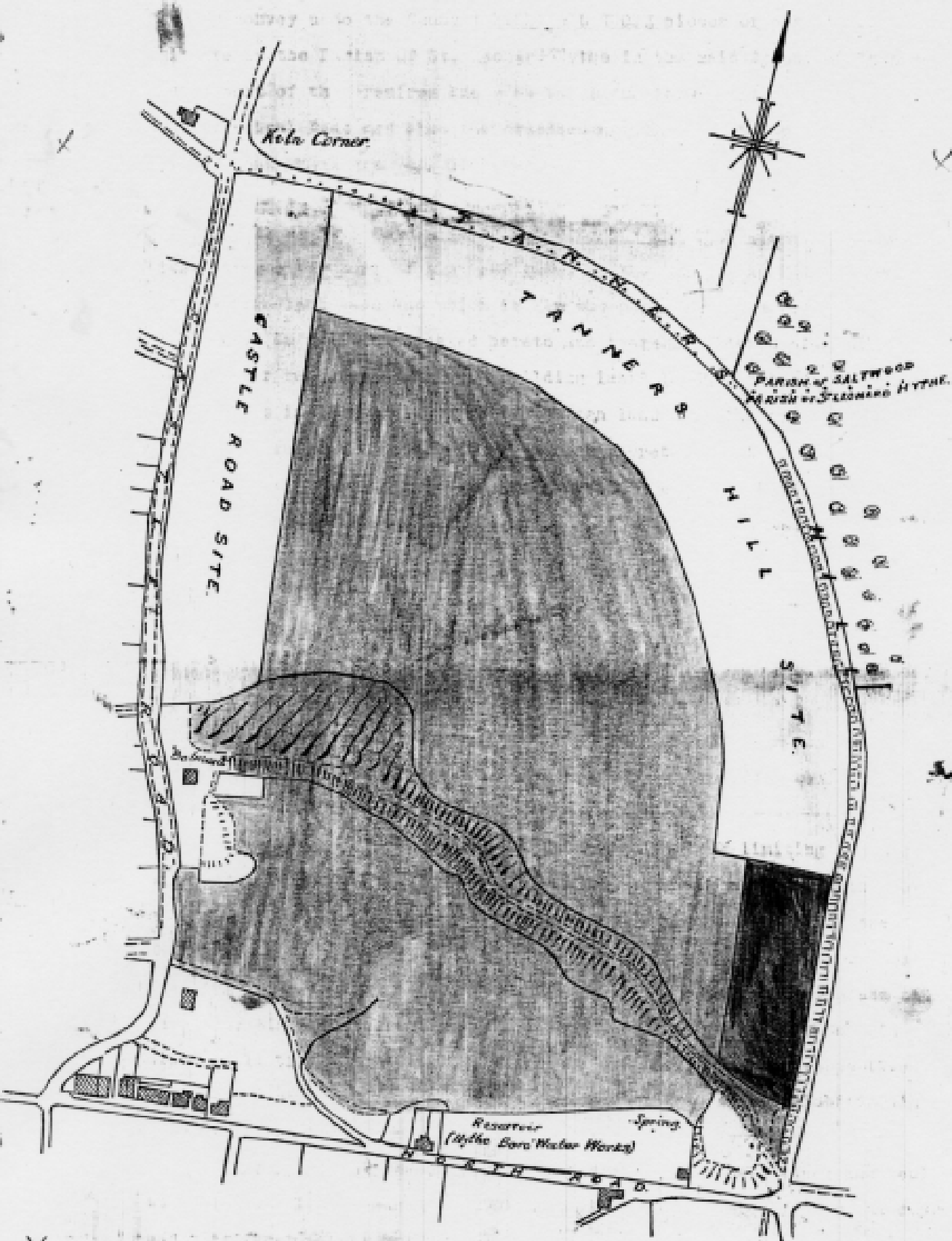
(1) Since the date of the Principal Deed and the last mentioned Conveyance the Grantors and the said Edward Osborne have allowed that part of the land described as garden land in the first part of the first Schedule to the Principal Deed to be used in accordance with the stipulations contained in the first part of the Schedule to the Principal Deed or for purposes as near thereto as circumstances would admit and have also sold or disposed of the building land as defined in the second part of the Schedule to the Principal Deed with the exception of that portion which is coloured pink on the plan annexed hereto and there is remaining in the hands of the Grantors the sum of \_\_\_\_\_ and also in their names the investment set out in the first Schedule hereto which represent moneys derived from (a) profits on the letting of the garden land and (b) sales of the building land after making all necessary provision for the development of the garden land and other matters relating thereto as set forth in the first part of the Schedule to the Principal Deed.

(2) The said Edward Osborne died on the *twenty-first* day of January One thousand nine hundred and thirty nine.

(3) The Grantors are desirous of conveying to the Council the property hereinafter described and also of transferring to the Council the said sum of cash (after payment of the expenses incidental to the preparation and completion of these presents) and the said investment upon the condition that the Council will hold the same in perpetuity on the terms relating thereto respectively as set forth in the Principal Deed and the Council have agreed to accept the same on the conditions aforesaid.

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the



Scale: 1/2500.

covenants by the Council hereinafter contained the Vendors as Settlers hereby convey unto the Council FIRST ALL THOSE pieces or parcels of land situate in the Parish of St. Leonard Hythe in the said County of Kent and being part of the premises known as the Eaton Land firstly described in the Principal Deed and also the premises secondly and thirdly described therein and which are for the purpose of identification only delineated on the plan annexed hereto and thereon coloured green and are hereinafter referred to as "the Garden land" AND SECONDLY ALL THAT piece or parcel of land being other part of the land known as the Eaton Land firstly described in the Principal Deed and which is for the purpose of identification only delineated on the plan annexed hereto and thereon coloured pink and is hereinafter referred to as "the Building land" TO HOLD unto the Council and its assigns in fee simple as to the Garden land upon the trusts with the powers and subject to provisions relating thereto as set forth in the second Schedule hereto and as to the Building land upon the trusts with the powers and subject to the provisions relating thereto as set forth in the third Schedule hereto.

2. AS and when the said cash and investment mentioned in the first Schedule hereto shall be paid and transferred to the Council respectively the Council hereby declare that they will hold such cash and investment upon trust to apply the same and the income thereof upon and for any of the purposes declared by these presents in respect of the Garden land in such manner and for the benefit of such Garden land or otherwise as the Council in their discretion may think fit.

3. NOTWITHSTANDING the provision in the Principal Deed limiting the use of the Garden ground for allotment gardens for persons residing within the Borough of Hythe it is hereby agreed and declared that the use of the garden ground as allotment gardens shall be extended to include persons residing in the Parish of Saltwood and the Council for themselves and their successors in title hereby covenant with the Grantors that the Council will at all times hereafter indemnify the Grantors and their respective estates and effects from and against all claims demands and liability in respect of the same.

IN WITNESS whereof the Grantors have hereunto set their hands and seals 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

Particulars of Cash and Investment. <i>A Mortgage of £250 by the Corporation of Maidstone</i>	
Cash at Lloyds Bank Limited Hythe Kent	£ 891. 7. 5
Less Costs of and incidental to the preparation and completion of these presents	£ 6. 7. 10
	<u>885. 0. 7</u>

THE FIRST SCHEDULE (Continued)

Investment in Maidstone Corporation £250 Mortgage of Rates bearing interest at 23.10.0. per centum per annum redeemable 8th January 1943.

THE SECOND SCHEDULE before referred to

Trusts powers and provisions relating to the Garden Land.

1. The Garden land may at the discretion of the Council be used for (a) allotment gardens for persons residing within the Borough of Hythe or Saltwood or (b) for recreation or pleasure grounds only. If the Garden land or any part thereof shall be used for allotments no buildings of any kind shall at any time be fixed or placed thereon with the exception of sheds not exceeding six feet in height to be used for the purpose of storing tools and implements only.

2. No part of the Garden land shall at any time be used for the purpose of rearing animals or live stock of any kind other than the quarried portion as hatched in that part of the land coloured green on the said plan.

THE THIRD SCHEDULE before referred to

Trusts powers and provisions relating to the Building land coloured pink on plan.

The Building Land shall be used for the erection of dwellinghouses for weekly wage earners or manual workers or persons employed in clerical work whether their wages or salary be paid weekly monthly or quarterly resident or employed within the Borough of Hythe.

SIGNED SEALED AND DELIVERED by the  
before named Herbert William Deedes  
in the presence of:-

*Herbert William Deedes.*

SIGNED SEALED AND DELIVERED by the  
before named Frederick William  
Butler in the presence of:-

*F. W. Butler.*

SIGNED SEALED AND DELIVERED by the  
before named Albert Edward Palmer  
in the presence of:-

*A. E. Palmer*  
*12, Hythe Road*  
*Maidstone*  
*Certified Accountant.*

*Albert Edward Palmer*

THE COMMON SEAL of the Mayor Aldermen  
and Burgesses of the Borough of Hythe  
was hereunto affixed in the presence  
of:-

*Herbert Stanier*  
Town Clerk

