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C O N V E Y A N C E is made the *twenty ninth* day of *July* One thousand nine hundred and forty four

B E T W E E N GEORGE REGINALD STANSFELD of Field House Triangle

Halifax in the County of York THE RIGHT HONOURABLE DONOUGH EDWARD FOSTER BARON INCHIQVIN formerly of Number 3 Upper George Street in the County of London but now of Dromoland Castle Newmarket-on-Fergus County Clare Ireland and RONALD

ARTHUR CHARTERIS FOSTER formerly of Park House Queensbury in the County of York but now of Netherwood House Ilkley in the said County of York Esquire (hereinafter called the Mortgagees) of the first part THE HONOURABLE PIONN

MYLES MARYONS O'ERIEEN of the Old House Westcott near Dorking in the County of Surrey and MARMADUKE CAPPER MATHEWS of 32 Queen Victoria Street in the City of London Solicitor (hereinafter called the Vendors) of the second part and

T. H. WILLIAMS (BEWDLEY) LIMITED whose registered address is at Severn Side Mills Bewdley in the County of Worcester (hereinafter called the Purchaser) of the third part

W H E R E A S:-

1. BY a Mortgage dated the fifteenth day of February One thousand nine hundred and twenty two made between The Right Honourable Ethel Jane Baroness Inchiquin of Dromoland Castle in the County of Clare Ireland the wife of the Right Honourable Lucius William Baron Inchiquin (hereinafter called the Borrower) of the one part and Philip Staveley Foster of Old Buckhurst Withyham in the County of Sussex Esquire John Kenneth Foster of Egton in the County of York Esquire and the said George Reginald Stansfeld (hereinafter called the Original Mortgagees) of the other part the Borrower being then seised in fee simple in possession free from incumbrances of the property hereinafter described other than a Rent Charge of twenty pounds per annum hereinafter referred to conveyed that property (with other property) unto the Original Mortgagees in fee simple by way of mortgage but subject to the said Rent Charge for securing payment to the Mortgagees of the principal sum of seven thousand pounds with interest thereon as therein mentioned.

2. BY virtue of the Law of Property Act One thousand nine hundred and twenty five (the First Schedule Paragraph VII) the said property became vested in the Mortgagees for a term of three thousand years without impeachment of waste and the fee simple therein became vested in the Borrower subject to the said mortgage term.

3. THE said John Kenneth Foster died on the second day of March One thousand nine hundred and thirty.

4. THE said Philip Staveley Foster died on the fifth day of March One thousand nine hundred and thirty three.

5. BY a Transfer of Mortgage dated the tenth day of December One thousand



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nine hundred and thirty five (endorsed on the recited Mortgage of the fifteenth day of February One thousand nine hundred and twenty two) made between the said George Reginald Stansfeld of the one part and the Mortgagees of the other part the said George Reginald Stansfeld conveyed and transferred to the Mortgagees the benefit of the recited mortgage.

6. THE Borrower (then the Right Honourable Ethel Jane Dowager Baroness Inchiquin) died on the fifth day of June One thousand nine hundred and forty having by her Will dated the twenty sixth day of June One thousand nine hundred and thirty nine appointed the Vendors and The Right Honourable Donough Edward Foster Baron Inchiquin and the Honourable Phaedrig Lucius Ambrose O'Brien to be her Executors and the said Will was duly proved (together with the Codicil thereto not affecting the appointment of Executors) in the Principal Probate Registry on the seventh day of November one thousand nine hundred and forty by the Vendors power being reserved to the other executors.

7. The Vendors who have not made any previous conveyance or assent as respects the legal estate hereinafter conveyed as the Personal Representatives of the said Ethel Jane Dowager Baroness Inchiquin deceased have agreed to sell to the Purchaser the property hereinafter described and the fee simple thereof in possession free from incumbrances other than the said Rent Charge at the price of TWO THOUSAND POUNDS and the Purchaser has agreed to enter into the covenants herein contained regarding the payment of the said Rent Charge and as to non-interference with an existing water supply.

8. THE principal sum of seven thousand pounds and no more is now owing to the Mortgagees upon the security of the recited Mortgage and Transfer of Mortgage all interest thereon having been paid as they hereby acknowledge and they have agreed on receiving the said sum of Two thousand pounds to join in this Conveyance in manner hereinafter appearing

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Two thousand pounds paid by the Purchaser to the Mortgagees by direction of the Vendors directing as such Personal Representatives as aforesaid ( the receipt of which sum the Mortgagees hereby acknowledge) the Mortgagees as mortgagees and according to their term and by the direction of the Vendors hereby surrender and release and the Vendors as Personal Representatives of the said Ethel Jane Dowager Baroness Inchiquin deceased hereby convey and confirm unto the Purchaser ALL THAT the land messuages and premises described in the First Schedule hereto TOGETHER with all growing timber and underwood thereon TO HOLD unto the Purchaser in fee simple (subject to the said Rent Charge and except and reserved as mentioned in the said Schedule) discharged from all principal money and interest secured by and



from all claims under the recited Mortgage and Transfer of Mortgage and to the intent that as respects the property hereby conveyed the said mortgage term shall merge.

2. THE Purchaser hereby covenants with the Vendors and their successors in title to keep in a good and serviceable state of condition and repair all the tracks and roads over which a right of way to the Vendors is excepted and agreed in this deed (including the track or road reserved to the Vendors between the points marked C...D on the plan annexed hereto giving access to the four several parcels of land referred to in the exception and reservation contained in the Schedule hereto AND ALSO the roadway near the entrance to Hanway Lodge connecting the track coloured green on the said plan with the public road coloured yellow on the said plan which said last mentioned piece of road is for better definition shown on Plan Number 2 annexed hereto and distinguished by being hatched in red AND FURTHER that if the said road shown hatched red should be damaged by timber haulage by the Purchaser then the Purchaser shall forthwith make good any such damage so that there may always be a good serviceable and uninterrupted access to and from (a) Hanway Cottage (b) Hanway Lodge and (c) Batchcott Common Farm.

3. THE Purchaser for itself and the persons deriving title under it owner or owners for the time being of the property hereby conveyed (to the intent that these covenants shall so far as may be run with the land) hereby covenants with the Vendors as follows:-

(a) That it will henceforth duly and punctually pay the Rent Charge of Twenty pounds per annum payable under the Will of James Walter dated in or about the year one thousand six hundred and twenty four to the Trustees of the Ludlow Municipal Charities (now charged upon the property hereby conveyed) or other the owner or owners for the time being of the said Rent Charge and will at all times keep the Vendors and the Estate of their Testatrix and the owners for the time being of all and every part of the Hays Park Estate not comprised in this Conveyance effectually indemnified against all actions proceedings costs damages expenses claims and demands whatsoever in respect of the said Rent Charge.

(b) Not at any time hereafter do or permit to be done any act or thing which may damage the works in connection with the Water Supply hereinafter referred to or do or permit to be done to any of the land on the Southern part of the property hereby conveyed any act or thing which cause or tend to cause hinderance or check to the natural flow of water hereby reserved to the Vendors and to the respective owner or owners for the time being of the parts of (i) the Hays Park Estate not included in this Conveyance and (ii) Hanway Cottage and Hanway Lodge and (iii) the neighbouring Moor Park Settled Estate as is more particularly set out in Part I of the First Schedule hereto.

4. THE Mortgagees hereby acknowledge the right of the Purchaser to production



of the documents of title mentioned in the Second Schedule hereto and to delivery of copies thereof.

5. THE Vendors hereby acknowledge the right of the Purchaser to production of the recited Probate of the Will of the said Right Honourable Ethel Jane Dowager Baroness Inchiquin deceased and to delivery of copies thereof.

IN WITNESS whereof the Mortgagees and the Vendors have hereunto set their hands and seals and the Purchaser has caused its Common Seal to be hereunto affixed the day and year first above written.

THE FIRST SCHEDULE before referred to.

PART I.

ALL THAT Mansion House with the Park and Farm messuages lands woods and hereditaments occupied or held therewith containing 525.104 acres or thereabouts forming part of an Estate known as The Hays Park Estate situate in the Counties of Hereford and Salop which premises are more particularly described in the second part of this Schedule and are delineated or shown on the Plan Number 1. hereto annexed and thereon coloured red (the Ordnance Numbers in the said second part of this Schedule and the said plan being taken respectively from the Ordnance Survey Maps 1903 and 1926 Editions) TOGETHER with all Manorial and sporting rights and services accustomed or payable in respect of or affecting the same premises or any part thereof And All timber and underwood thereon AND TOGETHER with one moiety of the road shown by the black dotted lines on the said Plan Number 1. running along the North side of the land hereby conveyed between the points marked A and B on the said plan AND TOGETHER with a right of road and way for all purposes but in common with the Vendors and their successors in title and the adjoining owners over the whole of the said road AND TOGETHER also with a right of way for all purposes in common with the Vendors and their successors in title over tracks or roads (1) over Overton Common (2) across Batchcott Common and Woodcroft Farm as shown on the said Plan Number 1. and thereon distinguished by the colour green and (3) near Hanway Cottage as shown on both Plan Number 1 and Plan Number 2 and thereon also distinguished by the colour green EXCEPTING and RESERVING to the Vendors and their successors in title and their tenants and servants and the owner or owners for the time being of the adjoining lands of the Vendors and also to the respective owner or owners for the time being of (i) Hanway Cottage and (ii) Hanway Lodge (both shown on Plan Number 2 annexed hereto) and (iii) of the neighbouring Moor Park Settled Estate the existing water supply from a point approximately marked W on the Plan Number 1. annexed hereto and also the right to maintain the Weir and Reservoir in connection with the said Water Supply and the existing pipe line leading therefrom in the lands hereby conveyed the position of which is near to the County boundary between the points marked C to D on the said plan Together with the right of access thereto





whenever necessary for all purposes of inspecting renewing repairing and cleansing the same any damage caused thereby to the surface of the said land to be made good by the person or persons making such inspection or doing such repairs or other work and the Purchaser and the persons claiming through him shall not at any time hereafter do anything to or tending to materially lessen or interfere with the supply of water to the Vendors and their successors in title and others as aforesaid AND ALSO EXCEPTING AND RESERVING to the Vendors and their successors in title agents tenants and servants and the owner or owners for the time being of all or any of the four several parcels of land numbered 12, 277, 278 and 279 (Hope Cottage) in the County of Salop and shown on the Plans annexed hereto a right of way over and along the track or road coloured purple on the said Plans between the points marked C and D thereon with or without horses and vehicles for all proper purposes of access to and from the said four before mentioned parcels of land and to the Weir and Reservoir hereinbefore referred to.

THE FIRST SCHEDULE hereinbefore referred to:

PART II.

In Herefordshire

Ordnance Number.

	<u>Haye Park Wood</u>		
Part 151 ✓	approximate	271.018 acres.	
161 ✓		.071	
163 ✓		.014	
		<u>271.103.</u>	271.103.
	<u>Haye Park</u>		
Part 7 ✓		34.343.	
7a ✓		35.479	
8 ✓		5.395	
10 ✓		71.600	
11 ✓		23.884	
12. ✓		<u>13.001</u>	
		<u>183.702.</u>	183.702.
	<u>Haye Park Farm.</u>		
1 ✓		8.482	
2. ✓		3.910	
3. ✓		11.207	
4. ✓		2.930	
6 ✓		1.325	
147 ✓		7.306	
148 ✓		.887 House Yards Buildings.	
149 ✓		<u>6.538</u>	
	Carried forward	<u>42.585.</u>	<u>454.805.</u>



	Brought forward	42.585.	454.805
In Herefordshire	Haye Park Farm. (Continued)		
Ordnance No.			
150✓		9.262.	
157✓		4.961.	
158✓		9.341	
159✓		<u>2.532</u>	
		<u>68.681.</u>	68.681.
In Shropshire			
1.		1.618.	<u>1.618.</u>
		Acres.	<u>525.104.</u>

THE SECOND SCHEDULE above referred to.

27th December 1895.. Conveyance made between Alfred Salwey of the one part and Ethel Jens Foster of the other part

15th February 1922 The hereinbefore recited Mortgage of this date.

10th December 1935. The hereinbefore recited Transfer of Mortgage of this date.

SIGNED SEALED AND DELIVERED by )  
the said GEORGE REGINALD STANSFELD in the presence of:- )

*Charles Poyseley  
Loughfield, Warwick  
Carpet Manufacturers*

*Geo. R. Stansfeld*

SIGNED SEALED AND DELIVERED by )  
the said THE RIGHT HONOURABLE DONOUGH EDWARD FOSTER BARON INCHIQVIN in the presence of:- )

*K. M. Palmer Skintea  
22, Queen Victoria St., E.C. 4,  
Solicitor to G. F. Hudson Matthews & Co.*

*Inchiquin*

SIGNED SEALED AND DELIVERED by )  
the said RONALD ARTHUR CHARTERIS FOSTER in the presence of:- )

*Charles G. A. Dato.  
Dea Francis. Amersham.  
St. Brads. Mansf. R.A.*

*Ronald A. Foster*

SIGNED SEALED AND DELIVERED by )  
the said THE HONOURABLE FIONN MYLES MARYONS O'BRIEN in the presence of:- )

*M. J. O'Brien  
The Old House  
Westgate, Surrey  
22/11/35. R.A.P.*

*F. M. M. O'Brien*

SIGNED SEALED AND DELIVERED by )  
the said MARMADUKE CAPPER MATTHEWS in the presence of:- )

*K. M. Palmer Skintea  
22, Queen Victoria St., E.C. 4,  
Solicitor to G. F. Hudson Matthews & Co.*

*M. C. Matthews*

THE COMMON SEAL of T.H. WILLIAMS }  
(BENDLEY) LIMITED was hereunto }  
affixed in the presence of:- }

Director *J. Williams*

Secretary. *G.M. Williams*





DATED 29<sup>th</sup> July 1944

THE PERSONAL REPRESENTATIVES OF  
THE RIGHT HONOURABLE ETHEL JANE  
DOWAGER BARRONESS INCHICUIN DECEASED

to

MESSRS. T. H. WILLIAMS (SUNDERBY)  
LIMITED.

IN WITNESS

C O N V E Y A N C E

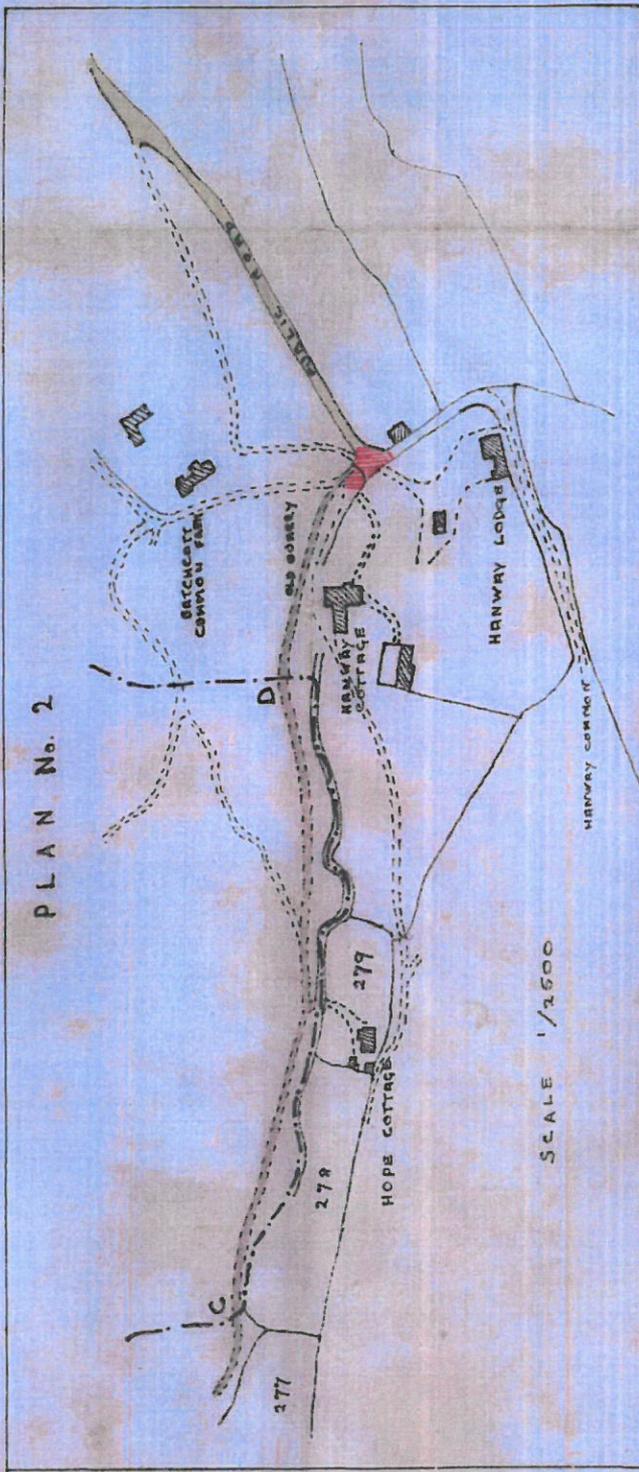
of

Freehold property forming part of  
The Hajo Park Estate in the  
Counties of Hereford and Salop.

C. J. Hudson Matthews & Co.  
32 Queen Victoria St.  
E.C. 4

3232





PLAN No. 2

SCALE 1/1600



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