

157/39

1/19/46

Dated 24th April 1949

Mrs A. E. Randall
and others

The Municipal Parish
Council

Conveyance

Freehold land situate at
Mundesley in the County
of Norfolk

Date } 8th April 1946
17th January 1949

Deed of Release of
Covenant Subscribed

Widdowson & Co.,
North Walsham

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THIS DEED OF RELEASE is made the Seventeenth day of January One thousand nine hundred and forty six BETWEEN the within named ANNA ELIZABETH RANDALL of the first part the within named RUBY GORDON GOLD of the second part and the within named PARISH COUNCIL OF MUNDESLEY (hereinafter called "the Council") of the third part

AND WHEREAS this Deed is supplemental to the within written Deed and to a Deed of Release endorsed thereon dated the eighth day of April One thousand nine hundred and forty six AND WHEREAS the said Anna Elizabeth Randall and Ruby Gordon Gold have now agreed with the Council to release them from the covenant contained in Clause 4 of the First Schedule to the within written Deed so far as such covenant affects the land hereinafter more particularly described

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One Pound now paid by the Council to the said Ruby Gordon Gold (the receipt whereof the said Anna Elizabeth Randall and Ruby Gordon Gold hereby acknowledge) the said Anna Elizabeth Randall and Ruby Gordon Gold hereby release and discharge the Council and their successors in title from the before mentioned covenant and from all actions proceedings claims and demands for or on account of the same so far as such covenant affects the piece of land described in the before mentioned Deed of Release dated the Eighth day of April One thousand nine hundred and forty six

IN WITNESS whereof the said Anna Elizabeth Randall and Ruby Gordon Gold have hereunto set their hands and seals the day and year first above written

SIGNED SEALED and DELIVERED by the said ANNA ELIZABETH RANDALL in the presence of:-

M. Allen
Victoria Rd., Mundesley
(Secretary)

Anna Elizabeth Randall

SIGNED SEALED and DELIVERED by the said RUBY GORDON GOLD in the presence of:-

C. Charles Wray
Gloucester
Mundesley
Clerk to Parish Council

Ruby G. Gold

[Signature]

R19/13



This Conveyance

is made the twenty fourth day of April one thousand nine hundred and thirty nine

Between Anna Elizabeth Randall the Wife of Sidney Alfred Randall of Mundesley in the County of Norfolk House and Estate Agent (hereinafter called "the Vendor") of the first part Barclays Bank Limited whose Registered Office is at 54 Lombard Street in the City of London (hereinafter called "the Mortgagees") of the second part Ruby Gordon Gold of Whincliffe Mundesley in the County of Norfolk Widow (hereinafter called "the Purchaser") of the third part and The Parish Council of Mundesley in the County of Norfolk (hereinafter called "the Council") of the fourth part

Whereas:-

1. The Vendor is seized (together with other property) in fee simple in possession of the property hereinafter described and intended to be hereby conveyed subject to a legal charge dated the thirteenth day of August one thousand nine hundred and thirty four and made between the Vendor of the one part and the Mortgagees of the other part for securing payment to the Mortgagees of all moneys then or from time to time owing by the Vendor to the Mortgagees with interest thereon as therein mentioned but otherwise free from incumbrances

2. More than the principal sum of Nine hundred pounds hereinafter mentioned remains owing to the Mortgagees on the security of the said legal charge but all interest thereon has been paid up to the date of this Deed

3. The Vendor has agreed with the Purchaser for the sale to her of the said property free from incumbrances at the price of Nine hundred pounds

4. The Purchaser is desirous that by way of Memorial to her late husband Reginald Charles Gold the same property shall be conveyed by the Vendor to the Council for the purpose of being used as an open space public pleasure ground and garden for the use and benefit of the inhabitants of the said Parish of Mundesley and subject to the conditions and restrictions hereinafter mentioned

5. It has been agreed that the said purchase price of Nine hundred pounds shall be paid to the Mortgagees in part satisfaction and discharge of the said debt owing to them as aforesaid and that the Mortgagees shall join in these presents for the purpose of assuring the said property in manner hereinafter appearing

Now this deed witnesseth as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Nine hundred pounds now paid by the Purchaser by the direction of the Vendor to the Mortgagees (the receipt and payment whereof the Mortgagees and the Vendor hereby respectively acknowledge) and in consideration of the undertaking of



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the Council to support and maintain and improve the property hereinafter described the Vendor as Beneficial Owner at the request of the Purchaser hereby conveys and the Mortgagees as Mortgagees by the direction of the Vendor hereby surrender and release unto the Council All that piece of land situate at Mundesley in the County of Norfolk which with the boundaries and abutments thereof is more particularly delineated and described in the Plan annexed hereto and is thereon coloured Red

To hold unto the Council in fee simple subject to and with the benefit of (a) an Agreement dated the third day of February one thousand nine hundred and thirty three with the East Anglian Electric Supply Company Limited as to the erection of electric lines on the said property hereby conveyed if and so far as such agreement relates to the land hereby conveyed or any part thereof and is now subsisting and capable of taking effect and (b) the covenants conditions and stipulations as to user roadmaking and otherwise contained in a Conveyance dated the twenty third day of July one thousand eight hundred and ninety seven and made between (1) William Kyle Juniper (2) Ann Juniper (3) Richard John Leeson and (4) The East Coast Estate Company Limited so far as the same relate to the property hereby conveyed and are still subsisting and capable of being enforced And also subject to the conditions and restrictions contained in the First Schedule hereto but freed and discharged from all principal moneys and interest secured by and from all claims and demands under the said Legal Charge

2. The Council hereby covenants with the Vendor and her successors in title that the Council and their successors in title will henceforth perform and observe the said covenants conditions and stipulations contained in the said Conveyance dated the twenty third day of July one thousand eight hundred and ninety seven so far as the same relate to the property hereby conveyed and are still subsisting and capable of being enforced.
3. The Council hereby covenants with the Vendor and her successors in title and also as a separate covenant with the Purchaser and her successors in title that the Council and their successors in title will at all times hereafter observe and perform the covenants and conditions contained in the First Schedule hereto.
4. The Mortgagees at the request of the Vendor hereby acknowledge the right of the Council to production of the documents of title specified in the Second Schedule hereto and to delivery of copies thereof which documents are retained by the Mortgagees as relating not only to the property hereby conveyed but also to other property comprised in the said Legal Charge
5. The Vendor hereby covenants that as and when the said documents of title or any of them shall come into the possession of the Vendor or her successors in title by reason of the satisfaction of the said mortgage debt or otherwise she or they will at the request and cost of the Council and their successors in title give to them a statutory undertaking for their safe custody and



that after the said documents or any of them shall have so come into possession as aforesaid and until such undertaking as aforesaid shall have been given the Vendor and her successors in title shall be subject to the same obligations in all respects as if such undertaking had been given.

In witness whereof the Vendor and Purchaser have hereunto set their respective hands and seals the Mortgages have caused their common seal to be hereunto affixed and Angus Jesse Mackay Manson the Chairman presiding at the Meeting of the said Council at which this Deed is executed and Charles Alfred Durrant and Frederick Ernest Ward two Members of the said Council have on behalf of the said Council hereunto set their hands and seals the day and year first above written.

The First Schedule above referred to

1. The Council will lay out and will for ever hereafter maintain support and improve the property hereby conveyed as and for the purpose of an open space public pleasure ground and garden for the public use and will forthwith completely fence in the whole thereof in a substantial and appropriate manner and will for ever after maintain such fencing in good order and condition.
2. No buildings of any kind whatsoever other than a Bandstand (the design and plans of which shall be submitted to the Purchaser for approval if the same be erected during her lifetime) shelters for the public or for caretakers and toolhouses shall be erected on the said property.
3. No sports nor games such as Tennis Cricket Bowls or the like shall be allowed on the said property.
4. The enjoyment of the said property by the public shall at all times be free of charge and no money shall be demanded or received by the Council in respect of any use or enjoyment thereof by any person whatsoever

The Second Schedule above referred to

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|-------------------------------------|---|
| <u>23rd July 1897</u> | <u>the before mentioned conveyance of this date</u> |
| <u>3rd February 1933</u> | <u>the before mentioned agreement of this date</u> |
| <u>12th July 1934</u> | <u>conveyance made between (1) the East Coast Estate Company Limited and (2) the Vendor</u> |
| <u>30th August 1934</u> | <u>the before mentioned legal charge of this date</u> |

Signed sealed and delivered by the above named Anna Elizabeth Randall in the presence of

W. G. Lewis
W. Mount, Mandersby
Smithman

Anna Elizabeth Randall.



The Common Seal of Barclays
Bank Limited was herewith
affixed in the presence of

W. L. Seaman

DIRECTOR.

A. Abbott

ASSISTANT
SECRETARY.

B7826

Signed sealed and delivered by
the above named Ruby Gordon
Gold in the presence of

A. W. Coleman

"Oakdene"

Mundesley, 11A, Norwich

Engineer Captain R.N.

(Retired).

Ruby Gordon Gold

Signed sealed and delivered by
Angus Jane Mackay
Manson Chairman and
Charles Alfred Durrant and
Frederick Ernest Ward
two members of Mundesley
Parish Council in the
presence of

P. H. Hoaxes

4 Grammar School Road

North Walsham

Clerk to Mundesley Parish Council

Angus J. M. Manson

Charles Alfred Durrant

Frederick Ernest Ward

ENROLLED 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, 1888, AND SECTION 1 OF THE MORTMAIN AND CHAR-
ITABLE USES ACT AMENDMENT ACT, 1892.



18th July 1939.



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J.G.

This Deed of Release is made the Eighth day of April one thousand nine hundred and forty six Between the within named Anna Elizabeth Randall of the one part the within named Ruby Gordon Gold of the second part and the within named Parish Council of Mundesley (hereinafter called "the Council") of the third part. Whereas the said Anna Elizabeth Randall and Ruby Gordon Gold have agreed with the Council to release them from the Covenant contained in clause 3 of the First Schedule to the within written Deed so far as such Covenant affects the land hereinafter more particularly described. Now this Deed witnesseth as follows:- 1. In pursuance of the said agreement and in consideration of the sum of One pound now paid by the Council to the said Ruby Gordon Gold (the receipt whereof the said Anna Elizabeth Randall and Ruby Gordon Gold hereby acknowledge) the said Anna Elizabeth Randall and Ruby Gordon Gold hereby release and discharge the Council and their successors in title from the before mentioned Covenant and from all actions proceedings claims and demands for or on account of the same so far as such Covenant affects that piece of land delineated in the within written plan which measures one hundred and fifty yards from the Eastern boundary thereof. 2. For the consideration aforesaid the Council hereby covenant with the said Anna Elizabeth Randall and Ruby Gordon Gold that no sports or games shall be allowed on the said piece of land which measures one hundred and fifty yards from the Eastern boundary delineated on the said plan except bowls and lawn tennis. In witness whereof the said Anna Elizabeth Randall and Ruby Gordon Gold have hereunto set their hands and seals and Sidney John Thompson the Chairman presiding at the Meeting of the said Council at which this deed is executed and May E Pearson and H J Smith two members of the said Council have, on behalf of the said Council hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered
by the said Anna Elizabeth
Randall in the presence of:-

Anna E Randall

Myself with this
Edward D
Subscribed

Signed Sealed and Delivered
by the said Ruby Gordon
Gold in the presence of:-

Ruby G. Gold

Worshipful Sidney John Thompson Chairman. "Jardens", Mundesley.
A. W. Coleman. Eng^r Captain R.N. " " "

Signed Sealed and Delivered
by Sidney John Thompson
Chairman, and May E
E Pearson and
H J Smith
two members of the Parish
Council of Mundesley in the
presence of:-

S. J. Thompson
May E Pearson
H J Smith
E Charles Wray
Clerk

D16/27

E Charles Wray
Clerk to the Parish Council of Mundesley

DATED 1st January 1954.

THE EXECUTORS OF THE LATE
MRS A. E. RANDALL; &
MRS R. G. GOLD

- and -

MUNDESLEY PARISH COUNCIL

A G R E E M E N T

altering Covenants in a Conveyance
dated the 24th day of April, 1939.

WILKINSON & DAVIES,
NORTH WALSHAM.



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A N A G R E E M E N T made the First day of January One thousand nine hundred and fifty four B E T W E E N LANCELOT FREDERICK RANDALL of 16 Avery Hill Road New Eltham S.E. 9 JOHN SEYMOUR of The Quinnings West Ashling near Chichester and SIDNEY WILLIAM RANDALL of Mundesley in the County of Norfolk, the Executors of the Will of Anna Elizabeth Randall late of Mundesley in the said County of Norfolk Widow deceased (hereinafter called "the Vendors") of the one part RUBY GORDON GOLD of "Hipwood" 6 Beechwood Avenue Aylmerton aforesaid Widow (hereinafter called "the Purchaser") of the second part and THE PARISH COUNCIL OF MUNDESLEY (hereinafter called "the Council") of the third part

W H E R E A S :-

- (1) This deed is supplemental to (a) a Conveyance dated the Twenty-fourth day of April One thousand nine hundred and thirty-nine made between the said Anna Elizabeth Randall of the first part Barclays Bank Limited of the second part the Purchaser of the third part and the Council of the fourth part and (b) two several deeds of release endorsed on the said Conveyance and made between the said A.E. Randall of the one part the said Ruby Gordon Gold of the second part and the Council of the third part and dated respectively the Eighth day of April One thousand nine hundred and forty six and the Seventeenth day of January One thousand nine hundred and forty nine.
- (2) By the said Conveyance the Council covenanted with the said A.E. Randall and her successors in title and also separately covenanted with the Purchaser and her successors in title at all times thereafter to observe and perform the covenants and conditions contained in the First Schedule thereto.
- (3) By the said deed of release dated the Eighth day of April One thousand nine hundred and forty six Clause three of the First Schedule to the said Conveyance was modified and by the said deed of release dated the Seventeenth day of January One thousand nine hundred and forty nine the Council were released from Clause four of the said First Schedule.

N O W it is hereby agreed by and between the parties hereto as follows:-

1. THE covenants and conditions contained in the First Schedule of the said Conveyance as modified by the two before-mentioned deeds of release shall as from the date hereof cease to be void and in lieu thereof the covenant contained in the Schedule hereto shall be observed.
2. THE Council hereby acknowledges the right of the Vendors and of the Purchaser to production and delivery of copies of these presents and hereby undertakes for the safe custody thereof.

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I N W I T N E S S whereof the Vendors and the Purchaser have hereunto set their respective hands and seals and Jack Clifford Laws of Mundesley aforesaid Chairman and the Reverend John Gedge of Mundesley aforesaid and William John Hayden of Mundesley aforesaid two other members of the said Parish Council have for and on behalf of the said Council set their respective hands and seals the day and year first above written.

T H E S C H E D U L E

The property shall be used for the purpose of an open space (subject to the Council's conditions as to letting and so forth) and no buildings shall be erected thereon except such as are requisite usual and necessary for the purposes of public pleasure grounds, gardens, sports and recreation fields.

SIGNED SEALED AND DELIVERED by the said LANCELOT FREDERICK RANDALL in the presence of:-

L. F. Randall

*Erin Woodcock
16, Avery Hill Road, S.E. 9
Stenographer*

SIGNED SEALED AND DELIVERED by the said JOHN SEYMOUR RANDALL in the presence of:-

John S. Randall

*John E. Herbert
30 Tudor Crescent
Cochran, Portsmouth.*

SIGNED SEALED AND DELIVERED by the said SIDNEY WILLIAM RANDALL in the presence of:-

Sidney William Randall

*William S. King Esq
"Woodcroft"
Mundesley, Norwich
Clerk to Mundesley Parish Council*

SIGNED SEALED AND DELIVERED by the said RUBY GORDON GOLD in the presence of:-

Ruby G. Gold

*L. M. Francis
Aylmerton
Norfolk*

SIGNED SEALED AND DELIVERED by the said)
JACK CLIFFORD LAWS, JOHN GEDGE and
WILLIAM JOHN HAYDEN in the presence of:-)

John B. Hing
Woodgarth
Munderley Church
clerk to Munderley Parish Council

Jack L. Laws.
John Gedge.
W. J. Hayden

