

This conveyance gifts Elstow green, Moot Hall and all the rights to hold markets and fairs that have gone with that property since it was in the ownership of the Abbess of Elstow

## **Conveyance of the Moot Hall and The Green, Elstow from Major Simon Whitbread to Bedfordshire County Council**

This Conveyance is made the fifth day of March One thousand nine hundred and fifty-one BETWEEN SIMON WHITBREAD of Southill Park Biggleswade in the County of Bedford D.L. J.P. a Major in His Majesty 's Army (hereinafter called "the Donor") of the one part and THE COUNTY COUNCIL of the ADMINISTRATIVE COUNTY OF BEDFORD hereinafter called "the Council" of the other part

WHEREAS:

(a) The Vendor is seised of the property hereinafter described and hereby assured for a legal estate in fee simple in possession free from incumbrances

(b) The Vendor is desirous of freely and voluntarily assuring the said property unto the Council upon the trusts hereinafter declared of and concerning the same and the Council (acting in pursuance of the powers conferred upon them by the Ancient Monuments Acts 1913 and 1931) have agreed to accept such gift and to act in such trusts

(c) It has been agreed between the donor and the Council that this Deed shall contain the covenants on the part of the Council and stipulations hereinafter appearing\_

NOW THIS DEED WITNESSETH as follows ;-

1. IN pursuance of his said desire the donor hereby freely and voluntarily grants and conveys unto the Council ALL THAT piece of land situate at Elstow in the County of Bedford containing 2.350 acres or thereabouts and known as "The Green" as the the same is delineated surrounded with a red verge line in the plan annexed hereto and (as to parts thereof) therein coloured brown TOGETHER with the ancient building erected on part thereof formerly used as a market house and known as "The Green House" or "The Market House" but late commonly called "The Moot Hall" *and also (so far as the donor is entitled to grant the same) ALL THOSE the fairs held or used to be held on the said piece of land in the months of May and November in every year together with the tolls thereof and all other (it any) the franchise or rights of fair and fair tolls which the Donor has exercises or enjoys or is entitled to exercise or enjoy over or in respect of the said piece of land or elsewhere in the village of Elstow* aforesaid Excepting and Reserving unto the Donor in fee smple full and free right and liberty for the Donor and his successors in title owner or owners for the time being of all or any part of the lands comprised, in the Southill Esstate lying to South and South West of tile said piece of land (whether abutting on the roadway delineated coloured brown in the said plan or not) his and their undertenants and servants at all times hereafter for all purposes as heretofore enjoyed with or without horses cattle or other animals carts carriages motor cars and other vehicles laden or unladen to go pass and repass over

and along the said roadway so delineated coloured brown as aforesaid and also excepting and reserving unto the donor in fee, simple Full right and liberty for the Donor and his successors in title the owners or occupiers for the time being of the Cottage marked 'B' on the said plan which abuts on the said piece of land at the south East corner thereof to run water soil and sewage from the said Cottage into and through drains to the soakaway the approximate position whereof is indicated in green on the said plan the Donor and his successors in title keeping the said drain and soakaway in proper repair and condition TO HAVE .AND TO HOLD the same unto the Council in fee simple UPON TRUST that the said piece of land may be at all times hereafter maintained as an open space and pleasure ground for the innocent and peaceful recreation of the inhabitants of the village of Elstow and the said ancient building be at all times hereafter maintained and used for purposes beneficial to the community

2. Council hereby covenant with the Donor to the intent and so that the burden of this covenant (so far as restriction of the use of the piece of land hereby conveyed) may run with and bind the said piece of land and every part thereof and to the intent and so that the benefit thereof (so far as aforesaid but not further or otherwise) may be annexed to and run with each end every part of the Southill Estate of the Donor remaining unsold at the date hereof to perform and observe the following stipulations (that is to say): -

1. That the Council will as soon as they are able to do so and in any event by the 31st December 1951 erect on the said piece of land along the boundaries thereof marked 'T' in the said plan and will at all times hereafter maintain good and sufficient fences of such materials and appearance as may be approved from time to time by the Donor or other the owner for the time being of Southill Park aforesaid

2. That the Council will if and when called upon so to do erect on the said piece of land along all the other boundaries thereof and will at all times thereafter maintain good and sufficient fences of such materials and appearances as aforesaid :~

3. That the existing means of access from the public highway to the said piece of land and the existing means of access over the said piece of land to and from the public highway from and to St Mary's Church and the graveyard thereof shall at all times be preserved open and unimpeded

4. That the Council will at all times hereafter maintain and keep in good order and condition the roadway delineated coloured brown in the said plan

5. That no building (other than the said existing ancient building late commonly called "The Moot Hall") or other erection of any kind (except fences) shall any time hereafter be erected on the said piece of land

6. That no sand gravel clay or other materials shall at any time be excavated on the said piece of land

7. That the Council will at all times keep and maintain the said existing ancient building in good order and condition with all necessary repairs and reparations whensoever and as often as required

and will not alter or deface the architectural features thereof as at present existing and will permit the same to be used at all suitable times for purposes beneficial to the community

8. That the Council will permit the agents and workmen of the Donor or his successors in title the owners for the time being of the Cottages marked 'A' on the said plan which abut on the east side of the northerly means of access from the public highway to the said piece of land and of the said Cottage marked 'B' on the said plan which abuts on the said piece of land at the South East corner thereof from time to time as and when occasion shall require to cross upon the said piece of land for the purpose of carrying out repairs and other work to the walls of the said cottages and

9. That the Council will use reasonable endeavours to prevent the said piece of land from being used for the purposes of any organised games or pastimes or for any rough or disorderly play and will to that end make and submit to the Minister of Health for confirmation regulations for the preservation of The Green and of the said ancient building and for preventing any use of the said piece of land calculated to injure or disfigure the same or the amenities thereof

3. The Donor hereby acknowledges the right of the Council to the production of the muniments of title short particulars whereof are set forth in the schedule here to (the possession of which is retained by him) and to the delivery of copies thereof

4. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the value or the aggregate value of the property conveyed or transferred exceeds the sum of £500 (Five hundred pounds)

THE SCHEDULE above referred to :

Particulars of documents retained by Major Simon Whitbread

Date	Parties	Description
22nd July 1926	1. Francis Pelham Whitbread and Rt. Hon Francis Walter Earl of Darnley 2. Samuel Howard Whitbread	Vesting Deed
5 <sup>th</sup> August 1927	1. Samuel Howard Whitbread 2. Francis Pelham Whitbread The Donor and John Edmund Martineau	Deed of Declaration
1 <sup>st</sup> July 1935	1. Samuel Howard Whitbread 2. The Donor 3. Francis Pelham Whitbread and John Edmund Martineau	Vesting Deed
29 <sup>th</sup> October 1941	The Donor and John Edmund Martineau	Deed of Discharge

SIGNED SEALED AND DELIVERED by the above

SIMON WHITBREAD

in the presence of Simon Molloy

THE COMMON SEAL of the COUNTY COUNCIL of the ADMINISTRATIVE COUNTY OF BEDFORD was hereto affixed in the presence of F Allison CACC Howard

Members of the Council having custody of the Keys of the Seal and in the presence of the Clerk of the County Council

29<sup>th</sup> June 1951