

This Conveyance is made the day of 1945 Between
The Ecclesiastical Commissioners for England (hereinafter called "The
Commissioners") of the one part and "The Parish Council of Weddington
in the County of Oxford (hereinafter called "the Council") of the other part
Whereas by virtue of the Acts of Parliament relating to the Commissioners
and of an Order of Her late Majesty Queen Victoria in Council dated the
26th day of June 1867, and duly published in the London Gazette of the
28th day of June 1867, the Commissioners are seized of or otherwise
well entitled to the freehold property described in the First Schedule
hereto and intended to be hereby conveyed for an estate in fee simple free from
incumbrances

And whereas by virtue of an Order of Her said late Majesty Queen
Victoria in Council dated the 20th day of August 1867, and duly
published in the London Gazette of the 23rd day of August 1867, ~~notifying~~
~~and~~ the Commissioners are authorised to make the sale and conveyance
hereinafter expressed to be made by them

And whereas the Commissioners have contracted with the Council for ^{public} the sale to it of the said property ^{for the benefit of the inhabitants of Deddington for a public purpose of being used as a public square and recreation ground and for the purpose of being used as a public square and recreation ground and for the purpose of being used as a public square and recreation ground} at or for the price of £600. but except and reserved and subject as and in manner hereinafter

appearing ^{And whereas} ^{of Deddington} ^{are two} ^{members of the Council} ^{and} ^{both} Now this Deed witnesseth that in pursuance of the said Contract and

in consideration of the sum of £600 ^{paid} by the Council before the execution ^(out of a fund raised by public subscriptions) of these presents ^{paid} into the Bank of England to the credit of the Commissioners as appointed by them in that behalf the receipt of which said sum is intended to be acknowledged by a memorandum endorsed hereon

and the payment whereof the Commissioners hereby also acknowledge the Commissioners hereby convey unto the Council All and singular the property situate in the Parish of Deddington in the County of Oxford and described in the First Schedule hereto and for better identification more particularly delineated and coloured pink on the plan drawn

hereon except and Reserving unto the Commissioners in fee simple First all coal and mines of coal and such (if any) other minerals or substances lying in or under the said property

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There are
standard
exceptions
and
reservations
contained
in all conveyances
by the Commissioners

S.S.P.

~~within or under and rights affecting the said property as have vested in
and all such other property and rights in respect of or in relation to
the said property as are to be acquired by the Coal Commission under the
provisions of the Coal Act 1938 and also reserving unto the Commissioners
for the purposes of any lease or tenancy which may be granted by the
Commissioners under the provisions of the said Act in respect of the said
Coal and mines of coal or any part thereof upon the same shall have
vested in the Coal Commission all such or the like workings and
other powers as are hereafter reserved in relation to the mines and
minerals hereby secondly excepted ~~and reserved~~ ^{or} And Secondly all mines
quarries and minerals ~~whatsoever~~ ^{and mineral substances} whether opened or unopened within
and under the said property or any part thereof other than ^{such as are} ~~and except the~~
~~premises~~ hereby first excepted or reserved ^{together} ~~together~~ with full powers for the
Commissioners and their assigns and their lessees and agents and all
persons authorised by them or any of them with workmen and others from
time to time and at all times hereafter by means of underground workings
or operations only to win work get and carry away the said mines
quarries and minerals hereby secondly excepted or reserved and
any like mines quarries and minerals in upon or under any adjacent~~

or other lands and with full powers for those purposes to withdraw
vertical and lateral support from the surface of the said property
and from any buildings or works now erected or hereafter to be
erected thereon notwithstanding any subsidence or other injury or
damage that may thereby be occasioned to the said property or any
buildings or works as aforesaid or any other injury or damage or
loss whatsoever arising whether directly or indirectly from any
such workings or operations as aforesaid which may be sustained
by the Council or its successors in title is nevertheless that the person
or persons actually working under or by virtue of any of the powers
aforesaid shall pay unto the Council or other the owner or occupier
for the time being of the said property reasonable compensation for
or in respect of any injury or damage to be thereby occasioned to any
buildings or works ^{or hereafter to be} erected on the said property such compensation to
be fixed if the ~~said~~ parties cannot agree by an Arbitrator to be agreed
upon between them or in case of their not being able to ^{agree upon} ~~fix~~ such
Arbitrator then by two disinterested persons as Arbitrators one to be chosen

by each party or their Empire and any such ~~Arbitration~~ shall so far
as applicable be governed by the provisions of the Arbitration Acts
1889 to 1934. or any statutory modification thereof and ~~Thirdly~~
~~such rights of way~~ ^(if any) and such right of user of air light and water ^(if any)
and the passage thereof as the Commissioners their heirs or tenants
now have or enjoy in ~~through over and upon~~ the said property or
any part thereof to for or in respect of any adjoining ^{or} neighbouring
property. To hold the same (except as aforesaid) unto the Council in
to be held by the Council as a ^{public} recreation ground and open space for the said Parish of Diddington
for simple ~~Upon trust for the benefit of the inhabitants of the said~~
with all the powers conferred on a local Authority under the provisions of the Local Government
Parish of Diddington and so that the administration of the trust
Act 1894. and the Physical Training and Recreation Act 1937 and Acts amending or
herely constituted and the management and conduct of the said
extending the same so far as may be applicable
property herely conveyed for the benefit aforesaid including the appointment
of a Committee of Management shall be regulated by a Deed to be
executed by the Council as soon after as conveniently may be but Subject
to the powers conferred by any now subsisting lease licence or agreement ^{of any}
or affecting any part of the premises firstly or secondly excepted or reserved

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we have
ascertained
that the property
is not subject
to Land Tax
or Redemption
Annuity
SSS

~~and also~~ ^{but} subject to the unredeemed Land Tax and Redemption Annuity
and to all ~~Other~~ ^(if any) duties payments and obligations Ecclesiastical
or Civil ^(if any) charged upon or payable out of the said property and to all
rights of way water light and Other Easements (if any) affecting the
same and subject also to the existing tenancies and the Landlords'
obligations in respect thereof

? Do there
any existing
tenancy.

And the Commissioners hereby covenant with the Council that the
Commissioners have not at any time heretofore done or knowingly
suffered anything whereby they are in any wise hindered from
conveying the said property heretofore expressed to be hereby conveyed
or any part thereof in manner aforesaid

And the Council to the intent that the covenant hereinafter contained
shall bind the said property into whosoever hands the same may
come for the benefit of the adjoining and neighbouring lands
belonging to the Commissioners or any part or parts thereof hereby
for itself and its successors in title covenants with the Commissioners
that it will observe and perform the stipulations and restrictions set out

in the Second Schedule hereto

In witness whereof The Commissioners have caused their Common Seal
to be hereunto affixed and the said

(blank)

X on behalf of the Council have hereunto set their hands and seals the day

and year first before written

The First Schedule above referred to

All that piece or parcel of land known as The Castle Grounds situate
in the Parish of Deddington in the County of Oxford containing 10 acres

3 rods 13 perches or thereabouts and for better identification more

particularly delineated ^{and coloured pink} on the plan drawn hereon Together with the

right in common with the Commissioners their successors and assigns and

all persons authorised by them to go pass and repass for all purposes

over and along the roadway coloured brown on the said plan to and from the

piece or parcel of land hereby conveyed.

Plan as
in Contract
S.S. 9.

The Second Schedule above referred to

1. That the Commissioners shall have full power at all times without obtaining any consent from or making compensation to the Council to deal as the Commissioners may think fit with any of the property adjoining opposite or near to the said property and to erect or suffer to be erected on such adjoining opposite or neighbouring property any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by the Council or other the owners lessees tenants or occupiers of the said property hereby conveyed
2. That the Council shall not be entitled to the benefit of any covenant or reservation contained in any conveyances or leases made or granted by the Commissioners of lands and premises adjoining opposite or near to the said property enabling the Commissioners to deal as they may think fit with adjoining or neighbouring lands without regard to the light and air enjoyed by the owner lessee tenant or

Occupiers of the land comprised in such conveyances or leases

3. That the Council will on demand pay to the Commissioners a fair share according to use of any sums of money which may from time to time be expended by the Commissioners in maintaining and repairing the said Roadway coloured brown on the said plan

Sealed by the Ecclesiastical Commissioners }
for England in the presence of }

Registrar
Ecclesiastical Commission
Millbank, Westminster. S.W. 1.

Signed sealed and delivered by the said }
and }
in the presence of }

File 6

Endorse in fold

We two of the Joint Treasurers of the Ecclesiastical
Commissioners for England do hereby acknowledge
that the sum of Six hundred pounds being the

Consideration money within mentioned has been
paid into the Bank of England to the account
of the said Commissioners

£600.

Witness.

W and

1945

The Ecclesiastical Commissioners
for England

to

The Parish Council of Deddington.

Draft

Conveyance

of property known as The Carle Grounds
situate in the Parish of Deddington in
the County of Oxford.

Swetlands Solicitors.
Deddington.