

Entered
on Title
C/AE
16/7/33

26150



This

DEED OF GIFT is made the twelfth day of July One thousand

nine hundred and fifty-seven BETWEEN WILLIAM WIGAN LLEWELIN of White Lovington Here Regis in the County of Dorset O.B.E., J.P. (hereinafter called "the Grantor") of the first part THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH AND COUNTY OF THE TOWN OF POOLE (hereinafter called "the Corporation") of the second part and THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY whose office is at Number 42 Queen Anne's Gate in the City of Westminster (hereinafter called "The National Trust") of the third part

WHEREAS the Grantor is seized (inter alia) of the property hereinafter described for an estate in fee simple free from incumbrances subject only to the Tenancy Agreement referred to in the Third Schedule hereto

AND WHEREAS the Grantor is desirous of conveying the said property to the Corporation by way of gift subject as hereinafter appearing

AND WHEREAS the Corporation have agreed to accept the said property subject as aforesaid

AND WHEREAS The National Trust is by section 6 of the National Trust Act 1937 empowered to accept restrictive covenants in respect of any land notwithstanding that it may not own adjacent land

AND WHEREAS the Corporation have agreed with The National Trust that upon the vesting in the Corporation of the property described in the First Schedule hereto the same shall be made subject to the restrictions and stipulations hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. The Grantor as Beneficial Owner to the intent that he may be bound by the same covenants as would be implied against him if this deed were a conveyance for valuable consideration hereby conveys unto the Corporation FIRSTLY ALL THAT the freehold property described in the First Schedule hereto RESERVING as therein mentioned and SECONDLY ALL THAT the freehold property described in the Second Schedule hereto TO HOLD the same unto the Corporation in fee simple subject to the Tenancy Agreement referred to in the Third Schedule hereto

2.(a) In pursuance of the said agreement in this behalf and by virtue of section 6 of the National Trust Act 1937 the Corporation with intent and so as to bind the property described in the First Schedule hereto into whosoever hands the same may come (but not so as to render the Corporation liable in damages for any breach of covenant after they shall have parted with all interest in the said property in respect of which such breach shall occur) hereby covenant with The National Trust at all times hereafter to observe and perform the restrictions and stipulations contained in the Fourth Schedule hereto subject and without prejudice nevertheless to the Provisoes contained in the said Fourth Schedule

(b) Any dispute or question which may arise between the Corporation or their successors in title and The National Trust as to the construction of this Deed so far as concerns the covenant by the Corporation hereinbefore contained and the restrictions and stipulations in the said Fourth Schedule hereto contained shall be referred to a single arbitrator to be

4

appointed by the President for the time being of the Royal Institute of British Architects and such reference shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

3. The Corporation hereby covenant with the Grantor to erect (where required) keep and maintain a stock proof fence along and upon the western boundary of the land First hereinbefore conveyed and provide a gate in the said fence at the point marked G on the Plan marked I annexed hereto

4. The Grantor hereby acknowledges the right of the Corporation to production and delivery of copies of a conveyance made the Twenty-second day of June One thousand nine hundred and thirty-two between John Alfred Graham Wigan and Thomas Johnes Llewellyn of the one part and the Grantor of the other part

5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions

IN WITNESS whereof the Grantor has hereunto set his hand and seal and the Corporation and The National Trust have caused their respective Common Seals to be hereunto affixed the day and year first hereinbefore written

THE FIRST SCHEDULE BEFORE REFERRED TO

ALL THOSE several pieces or parcels of land together with the building lawns gardens pleasure grounds parkland cottage outbuildings and appurtenances situate thereon known as Upton House in the Borough and County of the Town of Poole comprising in all 29.90 acres or thereabouts which said land is delineated on the Plan marked I annexed hereto and thereon edged in pink and which said building is delineated on the said Plan I and thereon coloured yellow and hatched in black (hereinafter called "the said building") TOGETHER with (a) FULL right and liberty for the Corporation and their successors in title the owners and occupiers for time being of the said land edged pink or any part thereof and their respective servants and licencees (in common with the Grantor and all others having the like right) at all times hereafter by day or night to pass and repass along over and upon the private roadway between the points marked A and B on the said Plan I which said roadway is thereon coloured brown (hereinafter called "the said roadway A to B") with or without vehicles of any description and with or without animals for all purposes connected with the use and enjoyment of the said land edged pink but not for any other purpose whatsoever the Corporation and their successors as aforesaid paying (i) one half of the cost of such work of repair or maintenance which the Corporation and their successors as aforesaid and the Grantor and his successors in title to the land edged in green on the said Plan I or any part thereof may agree to be necessary to maintain the said roadway A to B with its present rough gravel surface and within its present confines and (ii) the whole of the cost of any major improvement of the said roadway A to B by providing it with an impervious surface and/or widening it which owing to the use being made of the said roadway A to B by the Corporation their successors as aforesaid and their respective servants and licencees the Corporation and the Grantor and their respective successors as aforesaid may agree to be necessary subject however to the Grantor and his successors as aforesaid providing at no cost to the Corporation or their successors as

aforesaid any strips of land required for widening the said roadway A to B as herein provided and TOGETHER ALSO with (b) FULL right and liberty for the Corporation and their successors as aforesaid with or without workmen equipment and apparatus to erect inspect and maintain wires and/or cables on poles and/or standards between the points marked X and Y on the said Plan I and along the line indicated in red thereon for the purpose of providing a supply of electricity current to and telephonic communication for the property by this deed conveyed or any part thereof RESERVING (a) unto the Grantor and his successors as aforesaid and their respective servants and licencees (in common with the Corporation and all others having a like right) FULL right and liberty at all times hereafter by day or night to pass and repass along over and upon the private roadway between the points marked B C D and E which said roadway is shown by black dotted lines upon the said Plan I (hereinafter called "the said roadway B C D to E") with or without vehicles of any description and with or without animals for all purposes connected with the use and enjoyment for agricultural and sylvicultural purposes but not for any other purpose whatsoever of the said land edged green the Grantor and his successors as aforesaid paying one half of the cost of such work of repair or maintenance which the Corporation and the Grantor and their respective successors as aforesaid may agree to be necessary to maintain the said roadway B C D to E in its present condition and (b) unto the person who for the time being holds from the Grantor a tenancy both of the property shown as Upton Park Farm on the said Plan I and of the land edged in yellow thereon FULL right and liberty at all times hereafter by day or night to pass and repass with animals over and across the land edged in pink and the land edged in blue on the said Plan I from the point marked G on the said Plan I to and from the said land edged yellow such right and liberty to be exercised only along such route as the Corporation may from time to time after consultation and agreement with the said person decide and only for the purpose of taking animals to and from the said land edged yellow

THE SECOND SCHEDULE BEFORE REFERRED TO

ALL THAT piece or parcel of land situate in the Borough and County of the Town of Poole and being immediately adjacent to and to the east of the property described in the First Schedule hereto which said piece or parcel of land comprises 25.25 acres or thereabouts and is delineated on the said Plan I annexed hereto and thereon edged in blue including the hedge and fence on the eastern boundary of the said piece of land

THE THIRD SCHEDULE BEFORE REFERRED TO

15th March 1955 Tenancy Agreement (1) Alfred Savill & Sons for and on behalf of
William Wigan Llewellyn
(2) Robert William Arnold

THE FOURTH SCHEDULE BEFORE REFERRED TO

- (a) Not without the previous consent in writing of The National Trust to make or permit any alteration in or addition to the front or rear elevations of the said building or to the roof's parapet or cornices of the said elevations or to the external appearance of any of the window frames sashes doors or steps on the said elevations which may alter the general external appearance of the said building
- (b) Not to treat or permit to be treated with tar creosote paint varnish or any other form of

preservative whatsoever any part of the exterior of the said building in such a way as to alter the general external appearance thereof

(c) Not without the previous consent in writing of The National Trust to clean paint or otherwise treat or permit to be cleaned or painted any of the external brickwork stonework or plasterwork of the said building in such a manner as may alter the general external appearance thereof

(d) Not without the previous consent in writing of The National Trust to cause or permit any of the internal walls or partitions panelling or fireplaces of the following ground floor rooms in the said building namely the Hall, Library, Study in the south-west corner, Morning Room, Drawing Room and Dining Room or the main stairs and landing or the mahogany doors in the building to be destroyed substantially interfered with or removed which said rooms stairs and landing are delineated on the Plan marked II annexed hereto and thereon coloured pink

(e) Except in so far as may reasonably be required in connection with the use of the land First hereinbefore conveyed (hereinafter in this Schedule called "the said land") or any part thereof for a public park or for the exercise whether organised or otherwise of the public:-

(i) Not to do or place or permit upon the said land any act or thing which in the opinion of The National Trust shall materially alter the natural appearance or condition of the said land

(ii) Not without the previous written consent of The National Trust to erect or allow to remain upon any part of the said land any new building or other erection

(iii) Not without the previous written consent of The National Trust to fell remove or replace by other species or by a different mixture of species or any different distribution of species any timber or timber like trees

provided always that nothing in the foregoing stipulations shall prevent the cultivation of the said land or any part thereof in the ordinary course of agriculture sylviculture or husbandry in accordance with the custom of the country

(f) Not without the previous written consent of The National Trust to open or work any mine or quarry upon any part of the said land

PROVIDED ALWAYS that

(i) On or after the expiry of a period of forty years from the date hereof the Corporation may demolish the said building or any part thereof and if and when the Corporation shall so decide The National Trust shall notwithstanding any of the covenants contained in paragraph (e) of this Schedule permit the erection or re-erection of any building or other erection and such reasonable alteration of the layout and appearance of the said land and of any timber or timber like trees thereon as the Corporation may consider necessary having regard to their proposed use of the said land and

(ii) The National Trust may release the Corporation from the covenants contained in paragraphs (a) (b) (c) and (d) of this Schedule or any of them on such earlier date as The National Trust may approve and on such earlier release of all the covenants last hereinbefore referred to whether at one or at different times the Corporation may then demolish the said building or any part thereof and clause (i) of this Proviso shall apply as if the said period of forty years had expired

SIGNED SEALED and DELIVERED

by the said WILLIAM NIGAM LLEWELLYN

in the presence of:-

W. Nigam Llewellyn

F. G. Parker

~~_____~~

W. J. Scott

B. Williams



THE COMMON SEAL of THE MAYOR
ALDERMEN AND BURGESSSES OF THE
BOROUGH AND COUNTY OF THE TOWN
OF POOLE was hereunto affixed in the
presence of:-



2666/57

W. Nigam Llewellyn Mayor

J. Williams Town Clerk

THE COMMON SEAL of THE NATIONAL
TRUST FOR PLACES OF HISTORIC
INTEREST OR NATURAL BEAUTY was
hereunto affixed in the presence of:-

Chairman of Executive Committee
Secretary

DATED 12th November 1951

W. W. LIEVELIN ESQ.

- to -

THE POOLE CORPORATION

DEED OF
GIFT

of Upton House grounds and
land in the Borough of Poole

W. W.

W. W.

J. G. Halliday
Town Clerk,
Poole.

135