



Day - Brentwood
Gent. J. R. M.
Subst. Rev. M.

PRESENTED
28 FEB 1950
No. 5494

THIS DEED OF GIFT is made the twenty seventh day of February One thousand Nine hundred and Fifty BETWEEN EDWARD RAYMOND COURAGE of "Edgcote", Banbury in the County of Oxford and RICHARD HUBERT COURAGE of the same address Esquires (together hereinafter called "the Donors") of the one part and THE COUNCIL FOR THE URBAN DISTRICT OF BRENTWOOD in the County of Essex (hereinafter called "the Council") of the other part.

WHEREAS :-

(A) By a Conveyance dated the First day of December One thousand Nine hundred and Forty-two and made between Raymond Courage of the first part Edgefield Estates and Michael Moore of the second part and the Donors of the third part the property hereinafter described was with other property conveyed unto the Donors in unincumbered fee simple upon trust to sell the same and to hold the proceeds of sale thereof in trust for themselves as tenants in common.

(B) The whole beneficial interest in the entirety of the said property hereinafter described was by virtue of the hereinbefore recited Conveyance and still remains vested in the Donors free from incumbrances.


(C) The Donors are desirous of making a free gift of the said property to the Council in order that the same may pursuant to Section 268 of the Local Government Act 1933 be held and administered by the Council for the purposes of a public open space recreation grounds and playing fields.

(D) At a duly constituted Meeting of the Council held on the First day of March One thousand Nine hundred and Forty-eight it was resolved to accept the said gift for the purposes aforesaid.

(E) The Donors have agreed to convey the said property to the Council subject (a) to the Tithe Redemption Annuity affecting the same (b) to the exceptions and reservations hereinafter contained (c) to the existing easement hereinafter referred to and (d) to the existing tenancy of Edward Austin Gabriel and it was a term of the said agreement that the Council should enter into the covenants hereinafter contained.

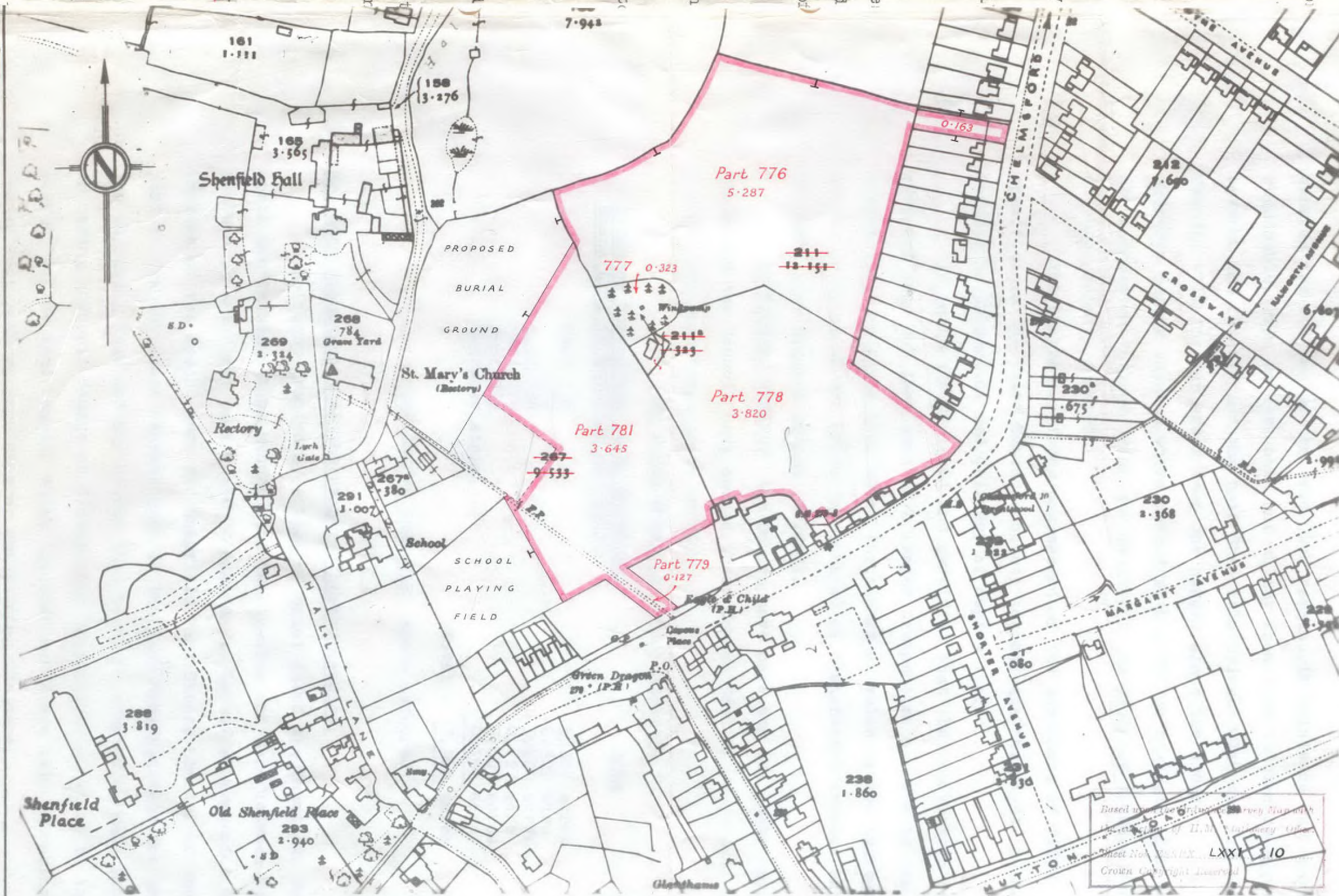
NOW THIS DEED WITNESSETH as follows :-

(1) In pursuance of the said agreement and in consideration of the premises the Donors as Trustees HEREBY CONVEY unto the Council ALL THOSE pieces or parcels of freehold land situate in the Parish of Shenfield in the County of Essex and forming part of the Donors' Shenfield Park Estate and containing in area 13.365 acres or thereabouts As the same are more particularly set forth in the First Schedule hereto by reference to the Ordnance Survey and are for the purpose of identification



only more particularly delineated in the plan attached hereto and thereo
verged with red and are intended to be known hereafter as the "Courage
Playing Fields" TOGETHER with the easement appurtenant thereto and
specified in Part I of the Second Schedule hereto But EXCEPT AND
RESERVING unto the Donors and their successors in title estate owners
from time to time of the four cottages known as Shenfield Hall Cottages
a right or easement (1) to have a supply of water to the said cottages
as at present enjoyed through the existing line of pipes and through any
line of pipes which may be substituted therefor from the well or wells
reservoir and windmill pump situate upon the property hereby assured (11
for the purpose (if necessary) of repairing the said line of pipes with
or without contractors workmen servants and others and also with or
without all necessary vehicles animals machines gear tools and appliance
to enter upon the part of the land hereby assured through which the said
line of pipes runs and to dig in or excavate the same or any part thereof
and to execute and do upon or against the same or any part thereof all
such works and things as shall be reasonably necessary for repairing
renewing and generally maintaining the said line of pipes or any portion
thereof PROVIDED nevertheless that the said rights for water supply
shall endure only for such period as the present supply of water in or to
the said well or wells shall continue or until a public supply of water
shall be available for the said cottages by reason of the laying of a
water main and on the happening of either of the said events the said
rights shall absolutely determine TO HOLD the same Except and Reserved
as aforesaid unto the Council in fee simple free from any resulting or
other trust in favour of the Donors for the purpose aforesaid but subject
(a) to Tithe Redemption Annuity as aforesaid (b) to the easement affectin
the same and specified in Part II of the Second Schedule hereto (c) to
the existing tenancy of Edward Austin Gabriel and (d) the covenants
contained in Clause (2) hereof.

- (2) The Council for themselves and their successors in title HEREBY
COVENANT with the Donors and the persons deriving Title under them (a)
that the Council will forthwith erect to the satisfaction of the Donors
and that the Council and their successors in title will thereafter
maintain for so long as the rights of water supply hereinbefore excepted
and reserved shall subsist a substantial fence round the well or wells
reservoir and windmill pump hereinbefore referred to (b) that the Council
and their successors in title will allow the Shenfield Cricket Club to
have the use of the cricket ground situate upon the property hereby



A/46/49/

BRENTWOOD U.D. COUNCIL PLAN REFERRED TO

SCALE:
1/2500th

D.A.DALLAS, A.M.Inst.C.E.
ENGINEER & SURVEYOR
DATE:

Easement to which the said property is subject:

assured for so long as the said Club remains in existence and upon such reasonable terms as have been and as may from time to time be agreed between the Council and the said Shenfield Cricket Club and (c) that the Council will forever after keep the hedges along the sides of the property hereby assured where marked with a "T" on the said plan within the boundaries in good order and condition and properly trimmed and the ditches properly cleaned.

(3) The Donors retaining possession of the documents of Title specified in the Third Schedule hereto acknowledge the right of the Council to production and delivery of copies thereof.

(4) It is hereby declared and 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 amount or value or the aggregate amount or value of the property conveyed or transferred exceeds One thousand five hundred pounds (£1,500).

IN WITNESS WHEREOF the Donors have hereunto set their hands and seals and the Council have caused their Common Seal to be hereunto affixed the day and year first above written.

THE FIRST SCHEDULE above referred to

<u>Ordnance Survey Nos. (O.S. Sheet No. Essex LXXI 10 Revision of 1937).</u>	<u>Area</u>
Part 776	5.287 acres
777	0.323 acre
Part 778	3.820 acres
Part 779	0.127 acre
Part 781	3.645 acres
Entrance strip	0.163 acre
Total - <u>13.365 acres</u>	

THE SECOND SCHEDULE above referred to

PART I

Easement appurtenant to the property hereby assured:

The right granted by a Deed of Grant dated the Twentieth day of April One thousand Nine hundred and Twenty-nine and made between Raymond Courage of the first part Hunter Simmonds and Sebastian Frederick Henry Shorter of the second part and Shenfield Park Estate Limited of the third part to use the sewer beneath part of the land hereby assured for draining the adjoining land and any houses that might be erected thereon subject to making good all damage or disturbance that might be caused to the surface of the land beneath which the said sewer was laid in making connections with or repairing or maintaining the same.


PART II

Easement to which the said property is subject:

The right granted by the said Deed of Grant dated the Twentieth day of April One thousand Nine hundred and Twenty-nine to lay and maintain one iron pipe not exceeding Nine inches in diameter beneath part of the land hereby assured.

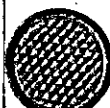
THE THIRD SCHEDULE above referred to

31st January 1898	Conveyance	Ellen Ann Willmott (1) Joseph Charles Tasker (2) Raymond Courage (3)
15th April 1898	Deed of Acknowledgment	Richard Thornton Thornton to Raymond Courage
20th December 1898	Indenture of Conveyance	The Right Honourable Francis Thomas de Grey Earl Cowper (1) The Most Noble William George Spencer Scott Marquis of Northampton and William Henry Grenfell (2) Raymond Courage (3)
1st February 1938	Agreement for Sale	Raymond Courage (1) Edgefield Estates (2)
1st December 1942	The hereinbefore recited Conveyance of this date.	

 *ER Courage*

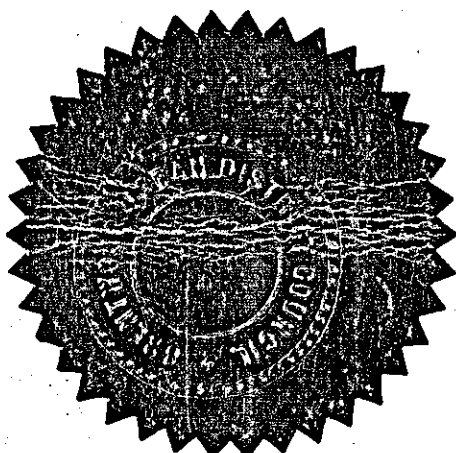
{ SIGNED SEALED AND DELIVERED by the
said EDWARD RAYMOND COURAGE in the
presence of :-

W. J. ...
55, Cleveland Rise,
Mussell Hill,
N.O.

 *R. H. Courage*

{ SIGNED SEALED AND DELIVERED by the
said RICHARD HUBERT COURAGE in the
presence of :-

W. J. ...
55, Cleveland Rise,
Mussell Hill,
N.O.



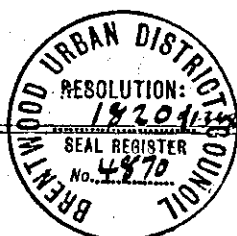
{ THE COMMON SEAL of THE COUNCIL FOR
THE URBAN DISTRICT OF BRENTWOOD was
hereunto affixed in the presence of :-

[Signature]

Chairman of the Council.

[Signature]

Clerk of the Council.



eth

part

(1)

ary

e.

the

the

the

FOR

was

of :-

plaz
DATED this 27th February 1950.

EDWARD RAYMOND COURAGE AND RICHARD
HUBERT COURAGE

- to -

THE COUNCIL FOR THE URBAN DISTRICT
OF BRENTWOOD

DEED OF GIFT

relating to the "Courage Playing
Fields", Shenfield in the County of
Essex.

END. MDRS.

Enrolled in the books of the Minister of Education pursuant to
the provisions of Section 6 (2) of the Mortmain and Charitable
Uses Act, 1888 and Section 1 of the Mortmain and
Charitable Uses Act, Amendment Act, 1892.

E. Valse.

7 JUL 1950

P19