

4743(5)

H58 632

BB3 B-28

Dated 13th July 1946

Parry's Lane, Stoke Bishop, Bristol.
Temporary Housing Site

Miss E. G. Butlin
and Messrs A. K. B. Gregory
and W. N. Pace -

— to —

The Lord Mayor Aldermen
and Burgesses of the City
of Bristol -

Conveyance
of

a piece of land containing 5.478 acres or thereabouts situate at Stoke Bishop in the Parish of Westbury-on-Trym in the City and County of Bristol —

G.D.B.
9.7.47

180

v.d.



This Conveyance made the thirteenth day of July

one thousand nine hundred and forty six
between Emily Gertrude Butlin of
 Stoke Lodge Stoke Bishop in the City and County
 of Bristol Spinster Arthur Keith Butlin
 Gregory of Southways Briarcliffe Road Combe
 Down Bristol aero and Motor Engineer and
 William Noel Parr of Friary Blawbowles
 Friar Lane Nottingham solicitor hereinafter
 called "the Vendor" of the one part and The Lord
 Mayor Alderman and Burgesses of the
 City of Bristol (hereinafter called "the Corporation")
 of the other part **whereas** -

- (1) Immediately before the commencement of the Law of Property Act 1925 Annie Julia Butlin Mary Elizabeth Butlin and the said Emily Gertrude Butlin were seized of the premises hereinafter described as tenants in common in equal shares in fee simple in possession free from incumbrances affecting either the entirety of the said premises or any of the undivided shares therein
- (2) Upon the commencement of the said Act and by virtue thereof the said premises vested in the said Annie Julia Butlin Mary Elizabeth Butlin and Emily Gertrude Butlin as joint tenants upon the statutory trusts as defined by the said Act which include a trust for sale
- (3) The said Annie Julia Butlin died on the twenty eighth day of July one thousand nine hundred and forty six
- (4) The said Mary Elizabeth Butlin died on the seventh day of May one thousand nine hundred and forty six
- (5) By a Deed of Appointment made the twenty second day of May one thousand nine hundred and forty six between the said Emily Gertrude Butlin of the one part and the said Arthur Keith Butlin Gregory and William Noel Parr of the other part the said Emily Gertrude Butlin in exercise of the power conferred on her by the Trustee Act 1925 and of every other power her enabling in that behalf appointed the said Arthur Keith Butlin Gregory and William Noel Parr to be Trustees of the said premises

for the purposes of the statutory trusts jointly
with the said Emily Gertrude Buslin in
place of the said Annie Julia Buslin
deceased and Mary Elizabeth Buslin
deceased

- (6) The Vendors in exercise of the said statutory
trust for sale have agreed to sell and
the Corporation in pursuance of the powers
conferred upon them by the Townising Act
1936 - 1944 and of all other powers statutory
or otherwise enabling them in that behalf
have agreed to purchase the said premises
for an estate in fee simple in possession
free from incumbrances at the price of
six thousand and three hundred pounds —

From this Deed witnesseth as follows —

1. In pursuance of the said agreement and
in consideration of the sum of six thousand
three hundred pounds now paid by the
Corporation to the Vendors (the receipt whereof
the Vendors hereby acknowledge) The Vendors
as Trustees hereby convey unto the Corporation
All that piece of land situate at Stoke Bishop
in the Parish of Westbury-on-Trym in the
City and County of Bristol having frontages
to Shirehampton Road and Parry's Lane —
and containing an acre of 5.478 acres &
or thereabouts as delineated for the purposes
of identification only on the plan annexed
hereto signed by the Vendors and thereon
edges Red Together with the soil of the
lane or road on the North-east side of
the premises & as far as the same is co-
extensive therewith as shown on the said
plan and thereon coloured Yellow Together
also with a right of way for the Corporation
and their successors in title (in common
with all other persons entitled thereto)
at all times and for all purposes over
the whole extent in length and width
of the said lane or road (but subject never-
theless to a like right of way for all persons
entitled thereto over the part of the said
lane or road comprised in the premises &
hereby conveyed) the Corporation and

their successors in title paying a proportionate part of the expense of keeping the said lane or road in proper repair and condition. Together also with (but so far only as the Vendors can lawfully convey the same) all mines of coal ironstone slate clay gravel and other minerals under the said premises with the existing rights of mining and working the same ~~to hold~~ the same unto the Corporation in fee simple —

2. **The Corporation** hereby covenant with the Vendors that they will forthwith erect in a substantial manner and forever thereafter maintain a cast chestnut fence of not less than Four feet six inches in height all along the North-West side of the premises hereby conveyed between the points marked "A" and "B" on the said plan —

3. It is hereby agreed and declared by and between the Vendors and the Corporation that the said sum of Six thousand three hundred pounds as well as being the purchase money shall include and be in full satisfaction of all the Vendors' costs & charges and expenses and as compensation for all damage sustained by the Vendors by reason of the severing of the said premises from other premises (if any) of the Vendors or the otherwise injuriously affecting such other premises by the exercise by the Corporation of their statutory powers and in full compensation for all loss damage or inconvenience sustained or to be sustained by reason of the acquisition of the said premises by the Corporation and the execution of the works authorised by such statutory powers or otherwise —

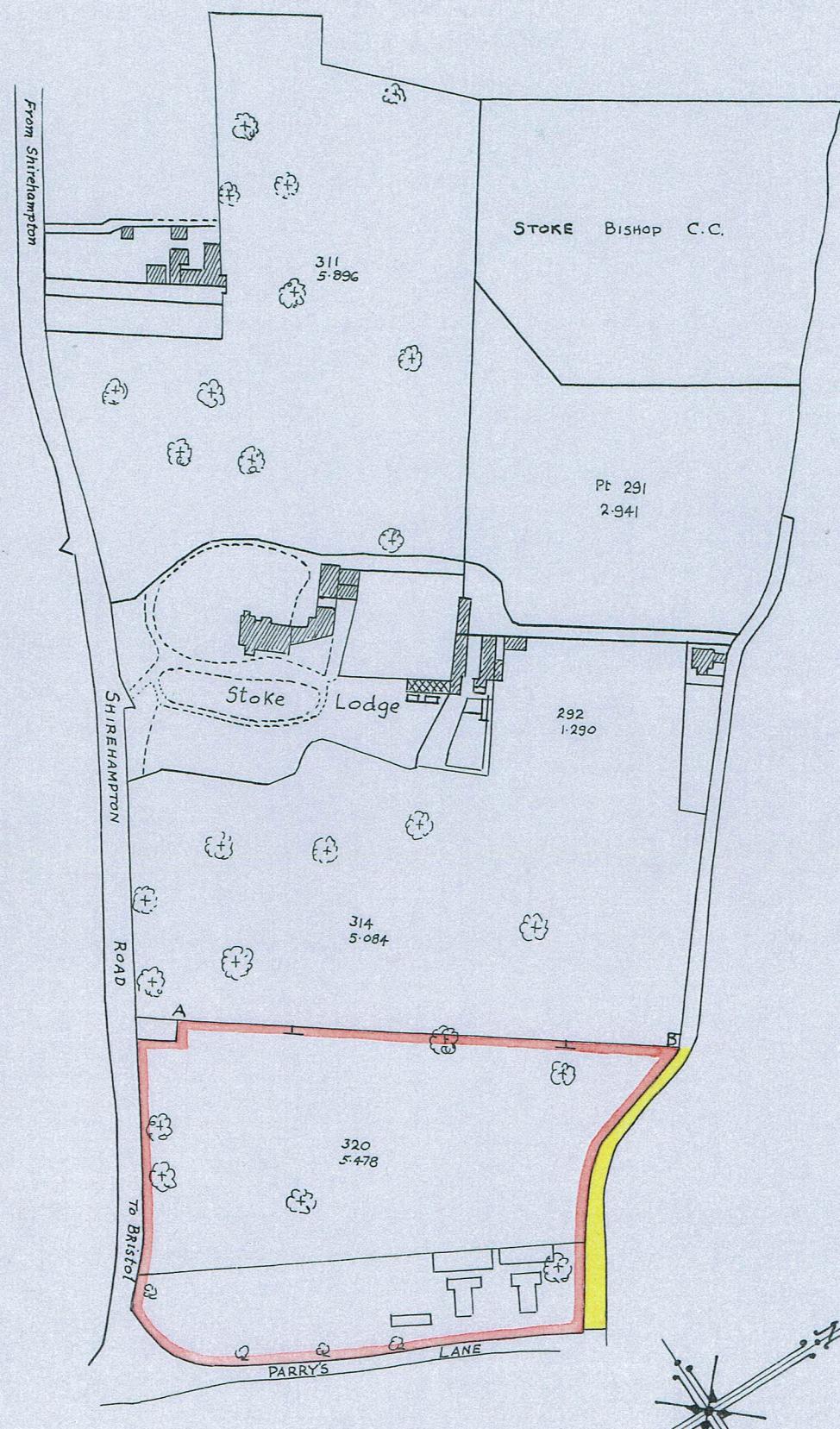
4. The Vendors hereby acknowledge the right of the Corporation to production and delivery of copies of the documents specified in the Schedule hereto and hereby undertake for the safe custody thereof —

In witness whereof the Vendors have hereunto

This is the plan referred to in a conveyance dated
the thirteenth day of July One thousand nine
nine hundred and forty six and made between
Emily Gertrude Butler Arthur Keith Butler Gregory
and William Noel Parr of the one part and The Lord
Mayor Aldermen and Burgesses of the City of
Bristol of the other part

<<20>>

E. G. Butler
A. K. B. Gregory.
W. N. Parr
C. Mayor



- Scale $\frac{1}{2500}$ th -

set their hands and seals and the Corporation
have caused their Common Seal to be here-
unto affixed the day and year first before
written

The Schedule hereinbefore referred to

11 th May 1925	Conveyance between John Noble Coleman Pope of the first part George Henry Pope and Arthur Clement Edolis of the second part and the said Annie Julia Butlin Mary Elizabeth Butlin and Emily & Gertrude Butlin of the third part —
22 nd May 1946	The before recited Deed of Appointment of this date —

Signed sealed and delivered
by the before named Emily
Gertrude Butlin in the
presence of

J. M. Rayner.
45 Ulver Rd. West
Bromwich.
Widnes Tel.

E. R. Butlin

Signed sealed and delivered
by the before named Arthur
Keith Butlin Gregory in
the presence of

J. M. Rayner
45 Ulver Rd. West
Bromwich.
Widnes Tel.

A. K. Gregory.

Signed sealed and delivered
by the before named William
Noel Parr in the presence of

archer et al

W. Noel Parr

Clerk to Messrs. PERRY, PARR & FORD,
SOLICITORS, FRIARY CHAMBERS
FRIAR LANE, NOTTINGHAM.