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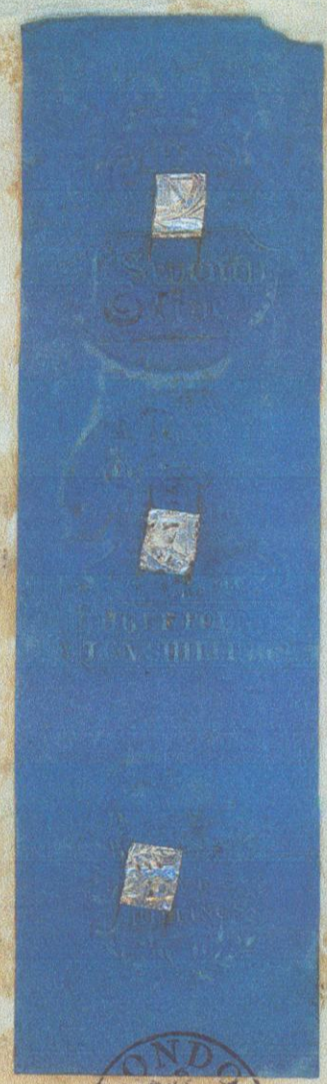
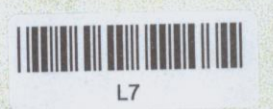
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This Indenture



made the thirty first day of December One thousand eight hundred and seventy three Between The Reverend Thomas Henry Howard of Warmley vicarage near Bristol in the County of Gloucester Clerk and William Henry Greaves Bagshawe of Ford in the County of Derby Esquire of the one part and The Mayor Aldermen and Burgesses of the Borough of Sheffield (hereinafter called the "Corporation") of the other part Whereas by an Indenture bearing date the twentieth day of August One thousand eight hundred and

fifty two and made between Henry Mawood Greaves and Charles Brownell of the first part Joseph Dodd and Mary his wife of the second part and Ann Harrison of the third part the piece or parcel of land therein described being the land and premises secondly hereinafter particularly mentioned and expressed to be hereby granted with the appurtenances was demised unto the said Ann Harrison her executors administrators and assigns for the term of Five hundred years from the twenty fifth day of March One thousand eight hundred and fifty two at the yearly rent of Twenty eight pounds fifteen shillings and seven pence and under the covenants in the same Indenture contained and on the part of the Lessee her executors administrators and assigns to be performed And whereas the said Ann Harrison duly made her Will dated the twenty eighth day of May One thousand eight hundred and fifty six and thereby gave devised and bequeathed all her real and personal estates and effects whatsoever and wheresoever and of what nature or kind soever subject to the payment of her just debts and funeral and testamentary expenses unto her wife Elizabeth Harrison (in case she should survive the Testatrix) and her heirs executors administrators and assigns absolutely and for her and their own absolute use and benefit And she said Testatrix appointed the said Elizabeth Harrison sole executrix of her said Will And whereas the said Ann Harrison died on the fourteenth day of May One thousand eight hundred and fifty eight without having revoked or altered her said Will and the same was duly proved by the said Elizabeth Harrison in the principal Registry of Her Majesty's Court of Probate on the twenty eighth day of August One thousand eight hundred and fifty eight and all the debts and funeral and testamentary expenses of the said Ann Harrison have been paid and satisfied And whereas the said Elizabeth Harrison duly made her Will bearing date the fifth day of November One thousand eight hundred and sixty eight and thereby appointed the said Thomas Henry Howard and William Henry Greaves Bagshawe to be Trustees and Executors of her said Will And after demise of the advowsons of two Churches the said Elizabeth Harrison devised all other the real estate and bequeathed the personal estate and effects to which she should be entitled at the time of her decease (except real estate vested in her as trustee or mortgagee) unto her Trustees upon trust as soon as conveniently might be after her decease to sell convert into money and get in the same estates with power to postpone the sale and conversion of Leasehold as well as other estates for any period or periods which her Trustees might deem desirable (and she said Elizabeth Harrison declared that her Trustees should have a power of sale generally over all or any hereditaments from time to time subject to the trust of her said Will without the consent of any other person whether the person or persons or any of the persons beneficially entitled under her said Will should be of full age and competent to act or be under age or under any disability nevertheless it was her desire that no part of her Weston House Estate then in her own occupation should be used or occupied as or for a public House or Beer House or for public Refreshment Rooms or Tea Gardens or as a place of resort Amusement or Entertainment or for any purpose which by her Trustees might be deemed to be a public or private nuisance and she said Testatrix thereby empowered her Trustees if they should think well to sell the same estate subject to any conditions restrictions and stipulations which seem to them desirable for the purpose of carrying out that her desire And whereas the said Elizabeth Harrison made a Codicil to her said Will which Codicil bore date the twenty fourth day of December One thousand eight hundred and seventy two but she same did not revoke or alter her said Will so far as the same is hereinbefore recited And whereas the said Elizabeth Harrison died on the third day of May One thousand eight hundred and seventy three without having revoked or altered her said Will save by the said Codicil and such Will and Codicil were duly proved by the said Thomas Henry Howard and William Henry Greaves Bagshawe in the District Registry at Wakefield of Her Majesty's Court of Probate on the sixth day of August One thousand eight hundred and seventy three And whereas the said Elizabeth Harrison died seized of the hereditaments firstly hereinafter particularly mentioned and expressed to be hereby granted for an estate in fee simple in possession and also died possessed of the hereditaments comprised in the said Indenture of Lease for the residue of the term of Five hundred years thereby granted And whereas by an Indenture bearing date the thirtieth day of December One thousand eight hundred and seventy three and made between The Reverend Frederick Sutton Dodd by and Joseph Settle Dodd and John Theodore Dodd of the first part the said Mary Dodd of the second part and the said Thomas Henry Howard and William Henry Greaves Bagshawe of the third part the piece or parcel of land in the Indenture now in recital particularly described (being the said piece or parcel of land comprised in and demised by the hereinbefore recited Indenture of Lease) with the appurtenances was assured and limited to the use of the said Thomas Henry Howard and William Henry Greaves Bagshawe their heirs and assigns as joint tenants and not as tenants in common subject nevertheless to the hereinbefore recited Indenture of Lease and to the term of Five hundred years thereby created but with the full benefit of the yearly rent of Twenty eight pounds fifteen shillings and seven pence thereby received (and in the Indenture now in recital are contained certain covenants by the said Thomas Henry Howard and William Henry Greaves Bagshawe for themselves their heirs and assigns with the said Frederick Sutton Dodd by and Joseph Settle Dodd and John Theodore Dodd their heirs or assigns restrictive of the mode of building upon and use of the said piece or parcel of land thereby assured



Thos H Howard
W. H. G. Bagshawe



Mentioned

the East by the piece or parcel of land hereinafter described and mentioned to have formed Lot 17 at the said Sale and on or towards the South by a certain Street or place called Broad Lane Also all that other piece or parcel of land containing one rood and thirty three perches and which formed Lot 2, at the aforesaid Sale bounded on or towards the West by the piece or parcel of land (Lot 1) hereinafter last mentioned and described on or towards the East by the piece or parcel of land hereinafter described and mentioned to have formed Lot 3 at the aforesaid Sale on or towards the North by a certain Back Lane there and on or towards the South by land (Lot 2) hereinafter last mentioned and described on or towards the West by the piece or parcel of land (Lot 1) hereinafter last mentioned and described on or towards the South by Broad Lane aforesaid Also all that other piece or parcel of land containing two roods and six perches and which formed Lot 3 at the aforesaid Sale bounded on or towards the West by the piece or parcel of land (Lot 1) hereinafter last mentioned and described on or towards the South by Broad Lane aforesaid Also all that other piece or parcel of land containing three roods and eight perches and which formed Lot 17 at the aforesaid Sale bounded on or towards the East by the piece or parcel of land which was formerly the property and estate of the said Thomas Harrison or on towards the South by other land formerly the property of John Winter set apart for and intended to be used as a public Lane of the width of fifteen feet and on or towards the North by certain land formerly the property of the said John Winter and at the hereinafter mentioned Sale sold to John Roberts All which four pieces or parcels of land hereinafter described being lots 1, 2, 3 and 17 were parcels of certain closes of land which were formerly called the Cross Hill field the Burton field the Ever Crausshaw field and the Nether Crausshaw field and which were then known by the general name of the Heavy Green Meads and which were purchased by the said John Winter of Joseph Broadbent or were parcel of some or one of the said close Also all that other piece or parcel of land containing one acre one rood and four perches and which formed at the aforesaid Sale Lot 20 bounded on or towards the East by certain land formerly the property of the said John Winter and sold to John Jackson on or towards the West by a certain occupation Road there on or towards the North by a certain new Street thirty feet wide and on or towards the South by other land formerly the property of the said Thomas Harrison which last mentioned piece of land was parcel of a certain close which was therefore called the Hackings otherwise the Footpaths Also **And secondly** All that piece or parcel of land situate lying and being at or near Heavy Green in the Parish of Sheffield aforesaid part of a close or parcel of land formerly the estate of John Winter containing in its abuttal on or towards the East partly on a road formerly called Winter Street and now called Marples Road fifty one yards and thirty inches and partly on a house and other land formerly of the said Henry Marwood Greaves and Charles Brownell and now of the said Frederick Sutton Todd Cyril Joseph Todd and John Theodore Todd thirty yards and twelve inches in its abuttal on or towards the West on land formerly of the said Ann Harrison and of Elizabeth Harrison and being part of the said first described hereditaments fifty four yards and twenty inches in its abuttal on or towards the North on other part of the same close or parcel of land formerly demised by the said Henry Marwood Greaves and Charles Brownell to John Harrison eighty four yards and fourteen inches and in its abuttal on or towards the South partly on the said house and other land now of the said Frederick Sutton Todd Cyril Joseph Todd and John Theodore Todd forty five yards and twenty four inches and partly on a back lane there forty two yards and nine inches and containing in the whole four thousand six hundred and five superficial square yards or thereabouts which piece or parcel of land is delineated on the said plan drawn in the margin of these presents and is therein colored green and crossed with diagonal black lines **Together** with all buildings erections fixtures ways waters watercourses liberties privileges easements profits commodities **and** appurtenances hereditaments and appurtenances whatsoever to the said Mansion House lands hereditaments or premises herebefore first and secondly described respectively belonging to or in anywise appertaining or with the same or any of them respectively now or at any time herebefore demised occupied or enjoyed or reputed or known as part parcel or member of them or as appurtenant thereto with their and every of their appurtenances **And** all the estate right title interest claim and demand whatsoever of them the said Thomas Henry Howard and William Henry Greaves Bagshawe and each of them of in and to the same premises **and every part and parcel thereof** **Do have and do hold** the said mansion house lands and hereditaments and all and singular other the premises herebefore expressed to be hereby granted unto and to the use of the said Corporation their successors and assigns for ever **In trust** for the purposes of the Public Health Act 1848 subject nevertheless as to the said hereditaments and premises secondly herebefore described to the said restrictive covenants contained in the herebefore recited Indenture of the thirtieth day of September One thousand eight hundred and seventy three **And** each of them the said Thomas Henry Howard and William Henry Greaves Bagshawe so far only as relates to his own acts and deeds both for himself his heirs executors and administrators covenant with the said Corporation their successors and assigns by these presents that they the said covenanting parties respectively have not at any time herebefore made done committed or executed or knowingly or willingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said hereditaments and premises herebefore expressed to be hereby granted or any of them or any part thereof are in anywise or may be impeached charged affected or incumbered in title estate or otherwise howsoever **And** the said Corporation for themselves their successors and assigns **Do** hereby covenant with the said Thomas Henry Howard and William Henry Greaves Bagshawe their heirs and assigns that no part of the hereditaments and premises herebefore expressed to be hereby granted shall at any time be used or occupied as or for a public house or Beer House or public refreshment room or Tea Gardens or for any purpose which may be a public or private nuisance and that no wine Ale Beer Porter or Spirituous liquors shall at any time be sold on any part of the said hereditaments and premises and that so long as the said hereditaments and premises shall belong to the said Corporation or any other public Body the said Mansion House and the outbuildings there shall be absolutely closed to the public on Sundays and the grounds shall be used by the public on Sundays for no other purposes than walking and rest and no music or public meetings or addresses shall be permitted thereon on Sundays and no charge shall be made for the admission of the public to any part of the said premises at any time and that all necessary and proper regulations which the said Corporation now have or hereafter may have power to make shall from time to time be made by the said Corporation or such other public body for giving effect to the above conditions **In witness** whereof the said Thomas Henry Howard and William Henry Greaves Bagshawe have hereunto set their hands and seals and the said Mayor Aldermen and Burgesses of the Borough of Sheffield hath hereunto affixed their Corporate Seal the day and year first before written 1848

See packet No 147



And whereas

the said Thomas Henry Howard and William Henry Greaves Bagshawe in execution of the trust for sale comprised in the said Will of the said Elizabeth Harrison have agreed to sell to the said Corporation the said hereditaments firstly hereinafter particularly mentioned and expressed to be hereby granted with the appurtenances and the inheritance thereof in fee simple in possession free from incumbrances and also the said hereditaments comprised in the heretofore recited Indenture of Lease for the residue now to come and unexpired of the said term of five hundred years for the sum of fifteen thousand pounds **And whereas** the said Thomas Henry Howard and William Henry Greaves Bagshawe have agreed to sell to the Corporation for the sum of seven hundred and fifty pounds the reversion in fee simple expiring upon the determination of the said term of five hundred years of and in the hereditaments comprised in the said Indenture of Lease free from incumbrances subject to the said restrictive covenants contained in the heretofore recited Indenture of the thirtieth day of December One thousand eight hundred and seventy three **And whereas** the said Corporation agreed to make the said purchases under and by virtue of the powers for that purpose given to them by the Public Health Act 1840 and the Local Government Act 1856 for the purpose of the said hereditaments and premises being used as public Works or pleasure grounds **And whereas** it was part of the terms of the said Agreement for sale that the said Corporation should enter into the covenant on their part hereinafter contained **Now this Indenture witnesseth** that in pursuance of the said agreements and in consideration of the sum of **Fifteen thousand pounds** upon the execution of these presents to the said Thomas Henry Howard and William Henry Greaves Bagshawe ^{paid by the said Corporation being the purchase money payable to the said Thomas Henry Howard and William Henry Greaves Bagshawe} as such Trustees as aforesaid under the first heretofore recited Agreement for Sale) and in consideration of the further sum of **Seven hundred and fifty pounds** upon the execution of these presents to the said Thomas Henry Howard and William Henry Greaves Bagshawe paid by the said Corporation (being the purchase money payable to the said Thomas Henry Howard and William Henry Greaves Bagshawe under the secondly heretofore recited Agreement for Sale) the receipt of which sums of fifteen thousand pounds and seven hundred and fifty pounds making together the sum of fifteen thousand seven hundred and fifty pounds the said Thomas Henry Howard and William Henry Greaves Bagshawe do hereby acknowledge and from the same do and each of them doth release and discharge the said Corporation their successors and assigns for ever by these presents **They** the said Thomas Henry Howard and William Henry Greaves Bagshawe **do** and each of them **doth** hereby as to all the hereditaments hereinafter mentioned grant) And also as to the hereditaments secondly a hereinafter mentioned and to the end and intent that the term of five hundred years granted by the heretofore recited Lease may be merged and extinguished in the freehold and inheritance of the same hereditaments) assign and surrender unto the said Corporation their successors and assigns **First** **All** that Mansion House called Weston Hall lately in the occupation of the said Elizabeth Harrison and the outbuildings grounds and lands belonging thereto other than the piece or parcel of land comprised in the said Lease all which lands hereditaments and premises including the said land comprised in the said Lease and the site of the said Mansion House and outbuildings contain together twelve Acres one rood and thirty perches or thereabouts and are known as Weston Park and are situate in the Parish of Sheffield and are more particularly delineated in the plan drawn in the first sheet of these presents and on therein colored green the said piece or parcel of land comprised in the said Lease being distinguished on such plan by being crossed with diagonal black lines All which first described hereditaments and premises or the site thereof were formerly described as or in effect as follows (that is to say) **All** those two closes or parcels of land or ground situate near Crookes Moor within the Parish of Sheffield aforesaid commonly called the summerhouse closes one of which said closes adjoined to the Highway leading from Sheffield to Crookes Moor aforesaid and the other was situate at the bottom of the said close **And also** all that Cottage or Summerhouse with the Barn and Stable thereunto adjoining situate standing and being at the top of the said close or parcel of ground so adjoining to the Highway aforesaid which closes Summerhouse Barn Stable and premises were formerly in the occupation of Matthew Lambert deceased and since of Jonathan Moore the Father and afterwards of George Cooper **And also** all that other close or parcel of land formerly parted by steps and rails situate on the West side of and adjoining the said Summerhouse closes and abutting south on the said Highway and West on Crookes Moor aforesaid formerly in the tenure or occupation of John Butler and since of the said Jonathan Moore the Father and afterwards of the said George Cooper All which said closes or parcels of land or ground contained five acres three roods and thirty six perches (were the same more or less) and were formerly called or known by the name of the Hackings and were in the occupation of Samuel Higfield and John Dale or one of them and afterwards of George Cooper **And also** all that allotment piece or parcel of ground situate and being upon and part of the late common or waste as a commonly called or known by the name of Crookes Moor adjoining or near unto the last mentioned closes of land and containing by estimation one rood and sixteen perches or thereabouts and which the said Jonathan Moore the Father formerly purchased from the Commissioners appointed by an Act of Parliament for enclosing the waste ground upon Crookes Moor aforesaid **And also** those two closes or parcels of land or ground formerly in one close situate and being at Crookes Moor side within the Parish of Sheffield aforesaid commonly called or known by the name of the Hackings abutting East on the lands then of Mr Thomas Broadbent West on Crookes Moor aforesaid North on a close called Foot path close formerly belonging to Matthew Lambert deceased and since his decease sold and conveyed to Mr Thomas Watson and South on other lands formerly belonging to the said Matthew Lambert deceased and since his decease sold and conveyed to Mr Jonathan Moore which said two closes or parcels of land contained by estimation two acres were the same more or less and were formerly in the tenure or occupation of John Butler and afterwards in the possession of John Harrison **And also** those several pieces or parcels of land situate lying and being in the Parish and near to the Town of Sheffield aforesaid hereinafter particularly described namely All that piece or parcel of land containing one rood and twenty two perches and which formed Lot 1. at a sale in the year One thousand eight hundred and six bounded on or towards the East by the piece of land hereinafter described and mentioned to have formed Lot 2. at the said Sale on or towards the West by certain land which was formerly the property and estate of Thomas Harrison on or towards the North by the piece of land hereinafter described and

Signed sealed and delivered by the within named Thomas Henry Howard in the presence of R. N. Howard Gentleman Warrley vicarage Bristol.

Signed sealed and delivered by the within named William Henry Guares Bagshaw in the presence of

William Eden

Clark & Sons: Rodgers Thomas Solicitors Sheffield

Received the sum of Fifteen thousand pounds being the consideration money within expressed to be paid to us £15,000

Witness to the signature of Thomas Henry Howard R. N. Howard

Witness to the signature of William Henry Guares Bagshaw W. H. C. Bagshaw

Received the sum of Seven hundred and fifty pounds being the consideration money within expressed to be paid to us £750

Witness to the signature of Thomas Henry Howard R. N. Howard £15,750

Witness to the signature of William Henry Guares Bagshaw W. H. C. Bagshaw

The Corporate Common Seal of the Borough of Sheffield was hereunto affixed in the presence of

John Gorman Town Clerk
William Eden

A Memorial was registered at Wakefield the second of April 1874 at four in the afternoon in Book 711 Page 184 Number 28 Deputy Registrar.

Land Registry
Official Copy
Reduced from original size.
Not to scale.

Dated 31st Dec 1873

1875

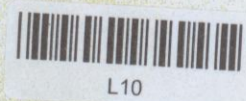
The Rev^d Thomas H. Howard and Will^m Henry Guares Bagshaw Esq.

to The Corporation of Sheffield

Conveyance

OF

Weston Hall Park Estate



Bagshaw

Howard

W. H. C.

Thos H

Plan referred to

PLAN
100-3

117
100-3



Contents ^{A. R. P.} 12. 1. 30.

PARK

WESTON HALL

WESTERN

BANK

MARPLES

ROAD

MUSHROOM LANE

Scale 88 Feet to an Inch

Borough Surveyor's Office
Sheffield, Dec. 29th 1873