

## *This Conveyance is made 21 September 1938.....*

Dated 21 September 1938

Ruislip-Northwood (No 1 Area) Town Planning Schemes

Kings College Cambridge to the Urban District Council of Ruislip-Northwood

Conveyance of Freehold Lands situate at Ruislip in the County of Middlesex as Public Open Spaces  
and/or for other purposes

---

Duty paid £85.

This Conveyance is made 21 September 1938 between the Provost and Scholars of the Kings College of Our Lady and Saint Nicholas in Cambridge, commonly known as Kings College Cambridge (and hereinafter called the College) of the one part and The Urban District Council of Ruislip-Northwood in the County of Middlesex (hereinafter called the Council) of the other part.

### **Whereas:-**

- 1) The College is seized of the lands hereinafter conveyed for an estate in fee simple in possession free from encumbrances.
- 2) The College is conveying the said lands hereinafter described in pursuance of the Ruislip-Northwood (No1 Area) Town Planning Schemes and an Agreement dated the 13 February 1914, (which Agreement is scheduled to the Ruislip-Northwood Town Planning Scheme 1914), made between the same parties as the parties hereto, and to two Agreements supplemental to the last mentioned Agreement made between the same parties dated respectively 13 August 1935 and 13 March 1937.

### **Now this Deed witnesseth and is hereby agreed and declared as follows:-**

- 1) In pursuance of the said Agreement and in consideration of the premise the College as Beneficial Owner in exercise of the power vested in the College by the Universities and College Estates Act 1925 and of any or every other power enabling the College in this behalf hereby convey to the Council All the several areas of land described in the schedule hereto subject to the provisions hereinafter contained to hold the same unto the Council in fee simple for the purposes hereinafter expressed.
- 2) The Conveyance hereinbefore contained shall take effect subject to the following provisions namely:-
  - i) The said conveyance shall not by implication or otherwise confer on the Council any portion of any road or proposed road shown on the plan annexed hereto nor any right of light or air over or against any land now belonging to the College nor any right respecting the building on any such land or the use of any such land or any building now or hereafter thereon
  - ii) Nothing herein contained shall by implication or otherwise confer on the Council or owner or occupier of the land hereby conveyed any right to use any road or proposed road shown on the said plan until the same shall have been in fact laid out for the purpose and dedicated

as a public highway or impose any obligation on the College to lay out make and construct any such road.

iii) The College shall have the right to build in any manner on any adjoining or neighbouring land notwithstanding that the access of light or air to the land hereby conveyed may be thereby obstructed and to use any portion of the estate of the College at Ruislip and the buildings thereon in any manner which the College may think fit.

iv) The Council and its assigns as owners or occupiers of the land hereby conveyed or any part thereof shall not nor shall any of them have the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant or restrictive or stipulation relating to any land not hereby conveyed situate at Ruislip aforesaid which has been already or may be hereafter entered into with the College by the Council or any other Purchaser or Lessee or grantee from the College.

3) The areas of land hereinbefore expressed to be conveyed are hereby conveyed to the Council as and for Public Open Spaces within the meaning of **the Open Spaces Act 1906** and the said Town Planning Schemes and as regards the land specified in the first part of the Schedule hereunto to the intent that such lands may also be used by the Council for purposes of public walks and pleasure grounds as authorised by the **Public Health Acts of 1875 to 1925** and for the purposes of cricket football or other games and recreations being purposes which were authorised by **Section 69 of the Public Health Act 1925** (such purposes to include a Swimming Pool) as well as for all or any of the purposes mentioned referred to or implied in **Clause 30 of the Ruislip-Northwood Town Planning Scheme 1914**.

4) The College hereby covenant and agree with the Council that:-

i) Notwithstanding the provisions of the said Agreement of 13 February 1914, the Council shall not be under any obligation whatsoever to lay out and fence the areas of land hereby conveyed specified in the second part of the Schedule hereto nor shall the Council lay out or fence the lands specified in the first part of the said Schedule or any of them until they think fit to do so and the type of fencing to be erected and the time of its erection shall be at the discretion of the Council and

ii) the terms conditions and provisions of the said agreement of the 13 February 1914 having been carried into effect with respect to the construction of sewers and new streets no rights and liberties remain vested in or exercisable by the College in relation thereto in pursuance of clauses 4 and 12 of the said Agreement.

5) The Council hereby covenant and agree with the College that the College are under no liability present or future in respect of the woods abutting on the lands hereby conveyed or the sewers and drains thereunder and that the Council shall keep the College indemnified against all claims and demands on account thereof.

In witness whereof the College and the Council have caused their respective Common Seals to be hereunto affixed the day and year first above written.

**The Schedule hereinbefore referred to:-**

**Particulars of the land conveyed by the above written Deed**

All those plots pieces or parcels of land situate at Ruislip in the County of Middlesex more particularly set out hereunder and delineated and described on plans No 1 and No 2 hereto annexed and thereon coloured green and green hatched with black lines. The following areas of land which (except as mentioned below) are Scheduled as Public Open Spaces under the Ruislip-Northwood (No1 Area) Town Planning Schemes and described in the said Agreement of 13 February 1914 and are delineated on plans numbered 1 and 2 hereto annexed viz:-

| No in Schedule of said Agreement | Situation or Description of Land                 | Area in Acres                             | Marked on the Plans No 1 and 2 hereto annexed |
|----------------------------------|--|---|---|
| First Part – Plan No 1           |  |   |   |
| 3                                | South of Pinn Way Ruislip                        | 1.152                                     | .BB.  |
| 4                                | North of Pinn Way, Ruislip                       | 3.145                                     | .CC.  |
| 5,5a,6,6a                        | Land known as Pinn Site Open Space               | 8.680, 14.660, 14.660, 8.724 respectively | .DD.  |
| Second Part – Plan No2           |  |   |   |
| 7, 9                             | South of Park Way                                | 1.15, 3.38 respectively                   | .EE.  |
|                                  | Between Town Planning Road No 18 and Fore Street | .45                                       |   |

(The areas of No 7 and 9 were varied from those specified in the said Schedule to the said Agreement by the Ruislip-Northwood Town Planning Scheme 1914 Amendment Scheme No4 and Varying Scheme No 6)

Two areas of land (which are not so scheduled as Public Open Spaces as aforesaid) situate on the northerly side of Park Avenue at its junction with a road or proposed road leading from Park Avenue to Broadwood Avenue and thence to Park Wood Ruislip which said two areas of land contain together .04 acres or thereabouts and are delineated on Plan No 2 hereto annexed and are shown coloured green and cross-hatched with black lines.

Seals of the Council and the College, signatories and witnesses