FINANCE ACT 1931
DRIVERS, COURT ROLLS PARCHMENT, CARTER LANE E.C

Site der

This Lease

made the Twenty second day of June One thousand nine hundred and thirty two BETWEEN LEONARD KNIGHT ELMHIRST of Dartington Hall in the County of DevonEsquire DOROTHY WHITNEY ELMHIRST his Wife and ALFRED OCTAVIUS ELMHIRST of the City of York Solicitor (hereinafter called "the Lessors" which expression where the context admits includes the persons from time to time entitled in reversion expectant on the term hereby granted) of the one part and the COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF DEVON (hereinafter called "the Council" which expression where the context admits includes their assigns) of the other part WITNESSETH as follows:-

1. The Lessors hereby demise unto the Council ALL THAT piece of land forming part of Number 37 on the Ordnance Survey Plan 1906 Edition and containing two decimal seven eight two acres or thereabouts situate within the Borough of Totnes in the said County of Devon and more particularly delineated and described on the plan attached hereto and thereon edged pink RESERVING unto the Lessors all easements at present enjoyed by them together with the right at any time hereafter at their own expense to build manholes construct and lay drains sewers water-pipes gas-pipes or other pipes to carry telephone or electric wires and cables and to erect posts carrying wires across the land hereby demised provided that all such work as may be found necessary under this reservation shall be done with as little interference to the user of the field by the Council as is possible and further provided that any damage caused in the course of carrying out such works shall be assessed by the respective valuers of the Lessors and the Council and the agreed cost of restoring the property to its former state shall be defrayed by the Lessors TO HOLD (subject to the rights of the present tenant) UNTO the Council for the term of Nine hundred and ninety nine years from the first day of January One thousand nine hundred and thirty two YIELDING AND PAYING therefor the yearly rent of one peppercorn if demanded on the first day of January in every year.

2. The Council hereby covenant with the Lessors in manner following that is to say:-

(a) During the said term to pay all existing and future rates taxes assessments and outgoings of every description for the time being or in the future payable either by the Lessors or the Council in respect of

the land hereby demised .

(b) To contribute an equal share of the cost of repairing such part of the Public Footpath on the northeast as is co-extensive with the land hereby demised if the Lessors are at any time during the said term called upon to execute such repairs.

(c) Forthwith at the expense of the Council to proceed to layout the land hereby demised as and for a recreation or sports ground for the benefit of the pupils from time to time of the Grammar School of the Borough of Totnes and the Totnes County School for Girls Provided that if at any time hereafter there is established by the County Council or other like administrative body a school of the type or in any way corresponding to the type at present known as a Rural Central School within the vicinity of the land hereby demised the pupils attending such school shall have access to the land hereby demised and equal rights of using the same with the pupils of the hereinbefore mentioned Schools during the said term.

(d) From time to time to supply the Lessors with a copy of the Rules and Regulations by the Council relating to the user and enjoyment of the land hereby demised.

(e) To erect and forever hereafter maintain all boundary fences on the land hereby demised and to indemnify the Lessors against any damage which may result from such fences being out of repair.

(f) Not to permit any trespass from the land hereby demised on to the adjoining land of the Lessors nor to do nor suffer any act or thing which may be or grow to the annoyance damage or disturbance of the Lessors or their tenants or occupiers of any adjoining or neighbouring property.

(g) Not at any time during the said term to permit public meetings for the discussion of political religous trade or social questions or other matters of controversy to be held nor religous services to be conducted on any part of the land hereby demised nor during the said term to permit the land hereby demised or any part thereof to be used for any other purposes than as a games or sports field.

(h) Not to assign underlet or part with the possession of the land hereby demised or any part thereof during the said term without the previous licence in writing of the Lessors.

(i) Not to erect nor suffer to be erected on any part of the land hereby demised during the said term any building or erection apart from buildings necessary for the proper use and enjoyment as a games

"Swallowfields.

or sports field without the previous licence in writing of the Lessors.

(j) To produce to the Lessors for their approval the plans and elevations of any buildings which the Council may desire to erect on the land hereby demised or some part thereof.

(k) To pay and discharge the costs of the Lessors' Solicitors Agents and Surveyors in connection with the preparation and completion of this Lease and all future costs which may be incurred from time to time by them in connection with matters arising out of this Lease.

3. PROVIDED that if at any time during the said term the Council cause the land hereby demised to be used for any other purpose than that for which the land is hereby demised or if there shall be any breach non-performance or non-observance of any of the covenants on the part of the Council to be performed and observed then and in any of the said cases it shall be lawful for the Lessors forthwith to re-enter into and upon the land hereby demised or any part thereof in the name of the whole and the same to have again repossess and enjoy as in their former estate without prejudice to any right of action or remedy of the Lessors in respect of any then present or antecedent breach of any of the covenants on the part of the Council herein contained PROVIDED FURTHER that the Council or the Education Committee of the Council shall have power from time to time during the said term to make such rules and regulations as shall by the Council or the said Education Committee of the Council be deemed necessary or convenient for securing to the respective schools hereinbefore mentioned the reasonable use and enjoyment of the land hereby demised and for the maintenance of order and decency thereon and for any other purposes for which it is usual to make rules and regulations in a like demise IN WITNESS whereof the Lessors have hereunto set their hands and seals and the Council have caused their Common Seal to be hereunto affixed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said Leonard Knight Elmhirst in the presence of

Ira Stanley Boyton.
Druids Park
Barnright Totnes
Secretary.

Leonard Knight Elmhirst

SIGNED SEALED AND DELIVERED by the said Dorothy Whitney Elmhirst in the presence of

Kathleen Hull-Brown
Old Parsonage, Totnes
Private Secretary.

Dorothy Whitney Elmhirst

SIGNED SEALED AND DELIVERED by the said Alfred Octavius Elmhirst in the presence of

John Mottram,
[illegible]

Alfred O. Elmhirst

Dated 22nd June. 1932.

LARGE WEIR FIELD, TOTNES.

FILE No. 394/3A3B

DOCUMENT No. 2

Dartington Hall Land Trustees)
Leonard Knight Elmhirst Esquire)
and Others.)

--- to ---

Devon County Council.

Lease. for 999 years at a peppercorn rent from 1st January 1932.

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or sports ground for the
the Grammar School of the
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the type or in any way
as a Rural Central School
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