

[3 EDW. 7.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [Ch. cclvii.]



CHAPTER cclvii.

An Act to authorise the acquisition of lands known as Lambourne Common Chigwell Common Fox Burrows Farm Grange Hill Forest and other lands in the county of Essex for the purposes of public open spaces. A.D. 1903.

[14th August 1903.]

WHEREAS there are certain lands in the county of Essex partly common and partly enclosed comprising lands known as Lambourne Common and Fox Burrows Farm and other lands adjoining the same which with the names of the owners or reputed owners thereof are more particularly described in the First Schedule to this Act:

And whereas it is expedient that provision should be made as in this Act contained with the object of securing the preservation and maintenance of the said lands as an open space:

And whereas the owners of and persons interested in the said lands described in Parts I. and II. of the said First Schedule are respectively willing that their estates and interest in the said lands should be assigned and conveyed to the London County Council in order that the said Council may hold preserve and manage the same for that purpose and the London County Council are willing if empowered so to do to hold maintain and manage the said lands accordingly:

And whereas Edward North Buxton of Knighton Woodford in the county of Essex being desirous of assisting in the preservation of the said lands for the purpose of open spaces has entered into the agreements of which copies are set out in the Second and Third Schedules to this Act and is willing that his rights and interests under the said agreements should be transferred to the London County Council:

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And whereas the freehold of the land described in Part III. of the First Schedule to this Act as Fox Burrows Farm belongs to the King's most Excellent Majesty in right of His Crown and is under the management of the Commissioners of Woods who also have or claim certain rights in the lands described in Part II. of the said Schedule as the enclosed land coloured purple on the signed plan and the said Commissioners have agreed to sell the said land and rights to the London County Council at the price and upon the conditions hereinafter provided in order that the said Council may hold preserve and manage the same as part of such open space:

And whereas there is certain land at Grange Hill in the parish of Chigwell and county of Essex described in the Fourth Schedule to this Act and it is expedient that provisions should be made under which the said land could also be acquired and held for the purposes of an open space:

And whereas it is expedient that provisions such as are in this Act contained should be made with reference to the acquisition and management of the said lands in order that they may be preserved for ever as open spaces:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the Hainault (Lambourne Fox Burrows and Grange Hill) Act 1903.

Interpretation.

2. In this Act unless the subject or context otherwise require—

“The Essex Council” means the county council for the administrative county of Essex;

“The West Ham Corporation” means the mayor aldermen and burgesses of the borough of West Ham;

“The signed plan” means the plan signed by the Right Honourable the Earl of Morley the Chairman of Committees of the House of Lords of which one copy has been deposited in the Parliament Office of the House of Lords and another copy in the Private Bill Office of the House of Commons;

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“ The lands ” means and includes the lands referred to in the First Schedule to this Act when conveyed to the London County Council in accordance with this Act. A.D. 1903.

3. All rights interests and liabilities of the said Edward North Buxton described as the purchaser in the agreements of which copies are set out in the Second and Third Schedules to this Act shall be transferred to the London County Council who shall adopt such agreements under their common seal and shall (subject to the contributions from other local authorities as in this Act provided and subject to the terms of an agreement entered into between the said Edward North Buxton and the London County Council dated the eighteenth day of June one thousand nine hundred and three pay the purchase money as provided by the said agreements. Transfer of lands to London County Council.

Edward North Buxton his executors administrators or assigns as party to such agreements shall join in the conveyances to the London County Council for the purpose of conveying any estate or interest of him or them in the said lands to the London County Council.

On and from the completion of the conveyance of any of the said lands such lands shall subject to all easements and rights of way affecting the same vest in the London County Council for all the estate and interest of the vendors therein and the London County Council shall from and after the completion of the conveyances hold and manage the said lands subject to the provisions conditions and reservations of this Act.

4.—(1) The London County Council shall on the tenth day of October one thousand nine hundred and three pay to the Commissioners of Woods the sum of sixteen thousand pounds by way of purchase money for Fox Burrows Farm described in Part III. of the First Schedule to this Act and for any interest other than rights of common belonging to the Crown in the land coloured purple on the signed plan and thereupon the said Commissioners shall execute a proper conveyance vesting such lands in the London County Council. For protection of Crown.

(2) Fox Burrows Farm and any interest of the Crown in the said lands shall vest in the London County Council subject to and with the benefit of a lease of Fox Burrows Farm to Thomas Brookes for a term which will expire on the tenth day of October one thousand nine hundred and three at a rent of two hundred and seventy-five pounds ten shillings per annum.

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(3) The London County Council shall within two years after the passing of this Act make and thereafter maintain a plantation opposite Hainault Lodge extending from the junction of Forest Road and Romford Road to the school shown upon the signed plan. Such plantation shall be in the situation shown on the signed plan and shall be formed, planted, reared and maintained in accordance with an approved system of forestry and shall be fenced on the outer side with good unclimbable iron fencing five feet in height to the satisfaction of the Commissioners.

(4) All costs, charges and expenses of or in any way incidental to the conveyance of the Fox Burrows Farm, including office charges for the preparation and enrolment of the necessary deed and the Crown surveyor's charges shall be paid by the London County Council.

(5) If at any time hereafter Fox Burrows Farm shall cease to be used for an open space, the Commissioners of Woods on behalf of the Crown shall be entitled to repurchase the same for the sum of sixteen thousand pounds.

(6) In the event of any portion of Fox Burrows Farm being acquired compulsorily, the consent of the Commissioners of His Majesty's Woods shall be previously obtained to the terms of settlement and if the compensation money paid therefor shall exceed per acre the amount per acre paid by the London County Council therefor after allowing for any improvement effected by the London County Council, the amount of such excess shall be paid to the said Commissioners.

Conditions and reservations in case of lands conveyed to London County Council.

5. The following provisions, conditions and reservations shall extend and apply to the lands conveyed to the London County Council by virtue of this Act (viz.) :—

(1) The powers of the London County Council with respect to the making of byelaws under the London County Council (General Powers) Act 1890 and the London County Council (General Powers) Act 1898 for the government of the parks, gardens and open spaces vested in or under the control of the Council shall apply to the lands and such of the existing byelaws made by the London County Council under the said Acts as the Council may by resolution prescribe shall unless and until altered under the said Acts extend and apply to the lands as and when conveyed to them:

But the application of any such existing byelaws to the lands shall not have any force unless and until such

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application shall have been allowed by one of His Majesty's Principal Secretaries of State : A.D. 1903.

- (2) The lands shall be for ever kept and maintained by the London County Council as an open space for the use by the public for purposes of exercise and recreation and no nuisance annoyance damage or disturbance shall be permitted on the lands Provided that it shall be lawful for the London County Council to maintain an enclosure or enclosures not exceeding in all four acres in extent round or adjoining to the farm buildings of Fox Borrows Farm for use in connection with the entertainment of parties resorting to the said lands subject to such regulations as the said Council may prescribe :
- (3) It shall not be lawful to build any new buildings or erections upon the lands except such buildings as may conduce to the better and more convenient management and use of the lands as an open space or in connection with any cricket football and golf grounds which may be set apart for such games or other public recreation Provided that with the exception of an entrance lodge no building shall be erected within one thousand feet of the point marked F on the signed plan :
- (4) Political religious or public meetings horse and donkey riding or driving with or without carriages and stands for horses and donkeys and carriages shows swings cocoa-nut or other shies or amusements of the like character bands booths and tents shall not be permitted upon any part of the lands within five hundred yards of the high road from Chigwell Row to Lambourne End or of the high road from Chigwell Row to Romford and no organ or other musical instrument driven by steam or roundabouts and shooting galleries shall be permitted anywhere on the lands Provided that the London County Council may permit persons to drive with horses and vehicles along the existing occupation roads leading to Fox Burrows Farm :
- (5) Such persons as were entitled to exercise rights of common upon Lambourne Common before the passing of this Act shall after the passing of this Act be entitled to exercise the same rights :
- (6) It shall not be lawful for any person to shoot game or other birds or animals upon the lands :

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(7) The London County Council shall not be entitled to erect any fence between the points A and B shown upon the signed plan except an open fence with suitable gates for foot passengers therein :

(8) It shall be lawful for the owner for the time being of the land coloured brown on the signed plan to construct in through or under the land coloured yellow on the signed plan (without any payment for way-leave or otherwise) a sewer with all usual and necessary manholes lampholes ventilators and other ancillary works for draining the said land coloured brown and any houses or buildings erected or to be erected thereon and also without any payment at any time thereafter when requisite to enter upon the land coloured yellow as aforesaid and open up view repair and extend such sewer or other works Provided always that in constructing repairing or extending such sewer or other work no injury shall be caused to timber trees upon the said pieces of land or any of them and provided that all damage and disturbance done and made shall immediately be made good by and at the expense of the said owner :

(9) It shall also be lawful for the owner of the said land coloured brown to enter upon the land on foot by means of three gates each four feet in width between the said points A and B and by the existing gate at the point marked C on the said plan.

Contribu-
tions by local
authorities.

6.—(1) By way of contribution towards the cost of purchasing the said lands the under-mentioned local authorities shall as soon as practicable after the passing of this Act provide and pay to the London County Council the sums hereinafter respectively specified (that is to say):—

The Essex Council the sum of five thousand pounds ;

The West Ham Corporation the sum of one thousand pounds ;

The Ilford Urban District Council the sum of two thousand five hundred pounds ; and

The Leyton Urban District Council the sum of one thousand pounds :

And the London County Council shall provide by way of contribution the sum of ten thousand pounds towards the cost of purchasing the said lands.

(2) It shall be lawful for the Romford Rural District Council the Woodford Urban District Council the Wanstead Urban District

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Council and the parish councils of Chigwell and Lambourne to contribute towards the sum of money required for the purchase of the lands such sums of money as those councils may respectively from time to time agree to contribute. A.D. 1903.

The Great Eastern Railway Company may in pursuance of a resolution passed at a general meeting of the shareholders of that company contribute a sum of five hundred pounds towards the cost of purchasing the said lands.

7. In order to raise or provide the money required for their contribution of ten thousand pounds towards the said purchase the London County Council may from time to time create and issue consolidated stock or resort to the consolidated loans fund or otherwise raise money in accordance in each case with the provisions of the Acts for the time being in force regulating the raising of money for capital purposes by the London County Council: Raising of money by London County Council for purpose of contribution.

Provided that nothing in this Act shall authorise the borrowing and expenditure of any money on capital account after the thirtieth day of September one thousand nine hundred and four.

The London County Council in accordance with the provisions in relation to redemption and repayment of the Acts relating to the raising and expenditure of money by the said Council on capital account shall make provision for the redemption of stock or the repayment of money borrowed or expended on capital account for the purposes of this Act within such term not exceeding in any case sixty years as the London County Council with the consent of the Treasury may determine.

8. The amount to be contributed by the Essex Council towards the said purchase shall be deemed to be an expense for a general county purpose and may be borrowed under and subject to the provisions contained in section 69 of the Local Government Act 1888 but moneys so borrowed shall be repayable within a period of sixty years instead of thirty years as prescribed by that section and the consent of the Local Government Board under that section shall not be necessary in the case of the borrowing of any such moneys. As to moneys borrowed by Essex County Council for contribution.

9. The amount to be contributed by the West Ham Corporation towards the said purchase may be borrowed under and subject to the same conditions as money authorised to be borrowed under the Public Health Act 1875 for the purposes of that Act and all As to moneys borrowed by West Ham Corporation.

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A.D. 1903. the provisions of sections 233 to 243 of that Act shall apply to the said corporation in respect of such moneys except that—

- (i) The sanction of the Local Government Board shall not be necessary :
- (ii) The moneys may be borrowed for the period of sixty years.

Power to certain local authorities to purchase and maintain Grange Hill forest land.

10. It shall be lawful for any of the local authorities herein-after stated (namely) :—

- The London County Council ;
- The Essex Council ;
- The West Ham Corporation ;
- The Ilford Urban District Council ;
- The Leyton Urban District Council ;
- The Wanstead Urban District Council ;
- The Woodford Urban District Council ;
- The Romford Rural District Council ;
- The Chigwell Parish Council ; and
- The Lambourne Parish Council ;

or any two or more of them either alone or in combination with any other person or persons to purchase by agreement and hold the Grange Hill forest land described in the Fourth Schedule to this Act and coloured blue on the signed plan or any part or parts thereof with a view of preserving the same as a public open space and to preserve maintain and regulate the lands so purchased accordingly.

In the event of any such purchase the moneys to be contributed by any such local authority for the purpose of such purchase may subject to the provisions of this Act be raised and contributed by such local authority in the same manner as in the case of the purchase of lands for the purpose of public pleasure grounds under section 164 of the Public Health Act 1875 and section 45 of the Public Health Acts Amendment Act 1890 and the costs and expenses of maintaining and regulating the said lands or of contributing thereto may be defrayed by any such local authority in the same manner as the costs of maintaining and regulating any public walks or pleasure grounds provided under the said Acts.

Grange Hill forest land to become public open space when purchased.

11. If the Grange Hill forest land or any part thereof shall be purchased under the powers of this Act by any one or more of the local authorities the same shall as from the date of any such purchase become and be open to public use for purposes of exercise and recreation and the purchasing authority shall thereafter preserve

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so far as practicable the natural condition and aspect of the wooded portions thereof and protect the timber and other trees shrubs plants and brushwood thereon and keep the same open and unbuilt on and prevent resist or abate encroachments or attempted encroachments thereon and resist all proceedings tending to the enclosure or appropriation for any purpose of any part thereof Provided that the purchasing authority may erect and maintain any temporary fences for the protection of young plantations until the same shall become past danger of browsing of cattle or other prejudice and for the protection of new sown grass and may maintain any buildings existing thereon at the date of such sale for the purposes of providing refreshment and the residence of park keepers and a shelter for public use :

Provided that if the purchasing authority purchase the Grange Hill forest land or any part thereof by agreement with the owners subject to terms and conditions prohibiting or regulating the use of the said lands or any part thereof by inmates of lunatic asylums or any other class of persons it shall be the duty of the purchasing authority to prevent the use of the said lands or any part thereof contrary to the terms of any such agreement.

12.—(1) It shall be lawful for the purchasing authority to make and enforce byelaws for the proper control and regulation of the Grange Hill forest land or so much thereof as they shall have purchased and of the persons and animals resorting thereto or using the same.

Byelaws
(Grange Hill
forest land).

(2) Any such byelaws shall in the case of local authorities other than the London County Council be made and enforced as byelaws under the Public Health Act 1875 and all the provisions of sections 182 to 186 of that Act shall in such cases be applicable to the purchasing authority and to such byelaws.

(3) If the purchasing authority shall be the London County Council or a joint committee of which that Council is a constituent authority the purchasing authority shall be entitled to exercise in respect of Grange Hill forest or so much thereof as they shall have purchased all or any of the powers for the time being exercisable by the London County Council of making and enforcing byelaws with respect to the lands.

13.—(1) It shall be lawful for any two or more of the local authorities to constitute a joint committee to be composed of members of such authorities for the purpose of exercising the powers by this Act conferred upon a purchasing authority with

Joint com-
mittee.

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A.D. 1903. — respect to the Grange Hill forest land and for the purposes of this Act any such joint committee exercising the powers of this Act shall be the purchasing authority.

(2) The number of members of any such joint committee which each of the local authorities constituting the same shall from time to time be entitled to nominate shall be determined by the Local Government Board.

(3) Every member of any such joint committee shall from time to time be nominated under seal by the body of which he is a member and shall continue to be a member of such joint committee until he shall cease to be a member of the body nominating him or until he shall die or resign or until his nomination shall be revoked under seal by the body nominating him and another member of such joint committee shall be nominated in his place.

(4) None of the local authorities which does not agree to contribute towards the cost of the acquisition or maintenance of the Grange Hill forest land shall be entitled to nominate a member of any such joint committee.

Local authorities may borrow moneys for purposes of contribution.

14. Any money which any of the local authorities being an urban or rural district council (hereinafter referred to as "the contributing bodies") are required or empowered respectively to contribute under this Act may be borrowed under and subject to the same conditions as money authorised to be borrowed under the Public Health Act 1875 for the purposes of that Act and all the provisions of sections 233 to 243 of that Act shall apply to the contributing bodies respectively in respect of such moneys except that as regards any money borrowed by the Ilford Urban District Council and the Leyton Urban District Council under the powers of this Act—

(i) The sanction of the Local Government Board shall not be necessary :

(ii) The moneys may be borrowed for the period of sixty years.

Return to Local Government Board as to repayment of debt.

15.—(1) The town clerk of the borough of West Ham shall within twenty-one days after the thirty-first day of March in each year if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder and at any other time when the Local Government Board may require such a return to be made transmit to the Local Government Board a return in such form as may be

prescribed by that Board and if required by that Board verified by statutory declaration of the town clerk showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments and the amounts which have been appropriated and the amounts which have been paid to or invested or applied for the purpose of the sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period and the total amount (if any) remaining invested at the end of the year and in the event of his failing to make such return the town clerk shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

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(2) If it appears to the Local Government Board by that return or otherwise that the West Ham Corporation have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board in virtue thereof to be paid appropriated or set apart) or have applied any portion of any sinking fund for any purposes other than those authorised the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned and any such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(3) The provisions of this section shall in the case of any of the local authorities being an urban or rural district council apply mutatis mutandis to the clerk of such council and to that council in relation to the repayment of any moneys to be raised by that council in pursuance of this Act.

16. If it be found that any estate or interest in any lands acquired or to be acquired under this Act belongs to any persons who would not be empowered to sell and convey the same otherwise than under section 7 of the Lands Clauses Consolidation Act 1845

Purchase from persons under disability.

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A.D. 1903. any such persons are hereby authorised and empowered to sell and convey to the London County Council or other purchasing authority as the case may be their respective estates and interests in the lands accordingly For the purposes of this section the Lands Clauses Acts (except the provisions thereof which relate to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking) shall be incorporated with and form part of this Act and the expression "the promoters of the undertaking" in the said Acts shall mean the London County Council or other purchasing authority as the case may be.

As to tenancy of Fox Burrows Farm.

17. The London County Council may let to the present tenant of Fox Burrows Farm the same farm and any other lands now in his tenancy for a period not exceeding two years from the tenth day of October one thousand nine hundred and three on such terms as may be agreed upon between the said Council and the said tenant.

As to payments under this Act by London County Council.

18. All costs and expenses of the London County Council in the execution of or in reference to this Act (except so far as they may be otherwise provided for by this or any other Act) shall be defrayed as payments for general or special county purposes within the meaning of the Local Government Act 1888 as the Council may decide.

Costs of Act.

19. The costs charges and expenses of and incidental to the applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the London County Council under the provisions of the last preceding section after taxation if required by them.

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The SCHEDULES referred to in the foregoing Act. A.D. 1903

THE FIRST SCHEDULE.

DESCRIBING LANDS TO BE TRANSFERRED TO THE LONDON COUNTY COUNCIL AND HELD AS AN OPEN SPACE UNDER THE PROVISIONS OF THE FOREGOING ACT.

PART I.

LANDS OF CAPTAIN ETHELSTON (COLOURED YELLOW ON SIGNED PLAN).

Parish.	Description.	Acreage.		
		A.	R.	P.
Chigwell - - - -	Arable - - - -	10	2	23
Dagenham - - - -	Arable - - - -	0	0	38
Chigwell - - - -	Arable - - - -	9	0	6
Ditto - - - -	Allotments - - - -	3	0	18
Ditto - - - -	Woodland - - - -	28	0	9
Dagenham - - - -	Woodland - - - -	0	1	2
Chigwell - - - -	Woodland - - - -	21	1	13
Dagenham - - - -	Woodland - - - -	1	1	2
		73	3	31
Chigwell - - - -	Waste of the manor of Chigwell	13	3	38
		87	3	29

PART II.

LANDS OF COLONEL LOCKWOOD.

ENCLOSED LAND (COLOURED PURPLE ON SIGNED PLAN).

Parish.	Description.	Acreage.		
		A.	R.	P.
Dagenham - - - -	Arable land - - - -	19	1	31
Ditto - - - -	Ditto - - - -	15	2	39
Ditto - - - -	Ditto - - - -	7	3	21
Ditto - - - -	Ditto - - - -	8	1	18
Chigwell - - - -	Ditto - - - -	0	0	5
Ditto - - - -	Ditto - - - -	0	0	6
Ditto - - - -	Ditto - - - -	0	3	24
Ditto - - - -	Ditto - - - -	0	1	16
		52	3	0

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UNENCLOSED LAND (COLOURED GREEN ON SIGNED PLAN).

Parish.	Description.	Acreage.		
		A.	R.	P.
Lambourne - - - -	Forest - - - -	186	3	11
Dagenham - - - -	Ditto - - - -	1	0	27
Stapleford - - - -	Ditto - - - -	0	1	0
		188	0	38

PART III.

CROWN LANDS (COLOURED PINK ON SIGNED PLAN).

Description.	Parish.	Acreage.		
		A.	R.	P.
Fox Burrows Farm - - - -	Dagenham - - - -	474	1	27

THE SECOND SCHEDULE.

AN AGREEMENT made the sixteenth day of June one thousand nine hundred and three between ROBERT WICKSTED ETHELSTON of Malpas in the county of Chester a Captain in His Majesty's Army on the retired list (hereinafter called "the vendor") of the one part and EDWARD NORTH BUXTON of Knighton Buckhurst Hill in the county of Essex Esquire (hereinafter called "the purchaser") of the other part.

1. The vendor will sell and the purchaser will buy the several pieces of land situate in the parishes of Dagenham and Chigwell in the county of Essex containing 87a. 3r. 29p. or thereabouts specified in the First Schedule hereto and also delineated and coloured yellow on the plan annexed hereto and marked in the said Schedule and plan with the Nos. 465 12 469 470 468 1 494 2 and 496 and the inheritance thereof in fee simple in possession free from incumbrances at the price of £3,600 but subject to the stipulations contained in the Second Schedule hereto.

2. The vendor shall forthwith upon the request of the purchaser deliver an abstract of his title to the purchaser or his solicitor subject to the stipulations contained herein.

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3. The purchaser shall within twenty-one days from the actual delivery of the abstract deliver at the office of the vendor's solicitors Messrs. Pemberton Cope Gray & Co. No. 5 New Court Lincoln's Inn W.C. a statement in writing of his objections and requisitions (if any) in respect of the title and upon the expiration of such period of twenty-one days the title is to be considered as approved of and accepted by the purchaser subject only to such objections and requisitions (if any) and a similar statement is to be delivered within fourteen days after the delivery of answers to any previous statement (whether such answers do or do not include any supplemental abstract) the title being considered as approved of and accepted except as appearing by such similar statement and every objection or requisition not so delivered shall be considered as absolutely waived notwithstanding any subsequent negotiation or litigation and time shall in these respects be of the essence of the contract and for the purpose of any objection or requisition an abstract shall be deemed to be perfect if it supply the information suggesting the same although otherwise defective.

4. The abstract shall commence with the last will dated the 13th day of December 1877 of the late John Watlington Perry Watlington who died on the 24th day of July 1882 and the purchaser shall assume without proof that the said John Watlington Perry Watlington was at his death seised in fee simple in possession of the property subject as to one moiety thereof to two annuities of £40 each but free from all other incumbrances.

5. The said two annuities are now payable to persons sixty-five and eighty years of age. The said John Watlington Perry Watlington by his said will charged his real and personal estate with the payment of several other life annuities of which two only are now payable namely one of £500 to the Bishop of Colchester and his wife and the survivor of them and one of £30 to an old servant now aged over seventy-one. In the year 1895 the vendor charged these latter two annuities upon investments now represented by £19,502 4s. 11d. £2 15s. per cent. consolidated stock £1,142 17s. 2d. India 3 per cent. stock £5,000 India 2½ per cent. stock and other investments standing in the names of the trustees of the will of the said John Watlington Perry Watlington and producing an income amply sufficient to pay the said annuities and in order to exonerate the real estate of the said John Watlington Perry Watlington therefrom. The vendor will enter into a covenant to keep the said four annuities duly paid and to indemnify the purchaser therefrom and from all annuities made payable by the said will and from all death duties (if any) payable on the cesser of such annuities and the purchaser shall not require the concurrence of any annuitants or make any objection or requisition in respect of the said investments annuities or any of them and he shall be satisfied with such evidence if any of the ages and deaths of annuitants as the vendor may be able to produce.

6. Should there be any unstamped or insufficiently stamped muniments of title dated before the 16th day of May 1888 (which however is not known or believed to be the case) the expense of stamping or restamping the same if required by the purchaser shall with all consequent expenses

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A.D. 1903. be borne by him and he shall make no other objection or requisition in respect thereof.

7. The property is believed and shall be taken to be correctly described as to quantity and otherwise and is sold subject to all subsisting tenancies and all chief and other rents and rights of way and water rights of common and other rights easements and incidents of tenure (if any) and to all liabilities under any enclosure awards charged or subsisting thereon or affecting the same and in particular No. 496 in the First Schedule hereto (which is waste of the manor of Woolston Hall) is sold subject to all rights of grazing which the commoners of the said parish of Lambourne may have over the same. If any error misstatement or omission be discovered in this agreement the same shall not annul the sale nor shall any compensation be paid by the vendor or purchaser in respect thereof.

8. The purchaser shall admit the identity of the property with that comprised in the muniments offered by the vendor as the title to such property upon the evidence afforded by a comparison of the descriptions in the First Schedule hereto and the muniments and by a statutory declaration to be made by the vendor's agent at the expense of the purchaser that the properties have been held consistently with the title shown for the last twenty years. And the vendor shall not be required to account for any discrepancy between present and former measurements plans or names.

9. The purchase-money shall be paid to the vendor or as he shall direct and the purchase completed at the office aforesaid on the 10th day of October 1903. Upon such payment the vendor and all other necessary parties if any will execute a proper assurance of the property to the purchaser or as he shall direct. Such assurance and every other assurance and act (if any) which shall be required by the purchaser for getting in surrendering or releasing any outstanding legal estate shall be prepared made and done by and at the expense of the purchaser and every such assurance shall be left not less than ten clear days before the day fixed for completion at the office aforesaid and the expenses of the perusal on behalf of and execution and acknowledgment by all parties (if any) other than the vendor of all such assurances shall be borne by the purchaser.

10. The said conveyance shall contain all such reservations covenants and provisions as the vendor or his counsel shall deem reasonably necessary for giving effect to the provisions contained in clause 7 hereof and in the Second Schedule hereto and ensuring that the benefit thereof shall devolve with the said manor of Woolston Hall and that the burden thereof shall run with the land hereby agreed to be sold and bind the owner or owners thereof for the time being. The conveyance shall if required be executed in duplicate and one part thereof duly stamped shall be delivered to and be retained by the vendor on completion.

11. The rents or possession will be received or retained and the outgoings discharged by the vendor up to the day fixed for completion and from that day the same shall be taken and discharged by the purchaser. The outgoings shall if necessary be apportioned.

[3 EDW. 7.] *Hainault (Lambourne Fox Burrows [Ch. cclvii.] and Grange Hill) Act, 1903.*

A.D. 1903.

12. If from any cause whatever other than the wilful default of the vendor the purchase shall not be completed on the 10th day of October 1903 the purchaser shall pay interest on the purchase-money at the rate of £5 per cent. per annum from that day to the day of actual completion.

13. The muniments of title relate to other property belonging to the vendor and will therefore be retained by him and he will give the usual acknowledgment and undertaking for safe custody thereof.

The FIRST SCHEDULE above referred to.

No. on Plan.	Tenants.	Parish.	Cultivation.	Extent.			Colour on Plan.
				A.	R.	P.	
465	Drake - -	Chigwell -	Arable -	10	2	23	Yellow.
12	Ditto - -	Dagenham -	Ditto -	0	0	38	Ditto.
469	Ditto - -	Chigwell -	Ditto -	9	0	6	Ditto.
470	Various persons -	Ditto -	Allotments -	3	0	18	Ditto.
468	Richardson - -	Ditto -	Woodland -	28	0	9	Ditto.
1	Ditto - -	Dagenham -	Ditto -	0	1	2	Ditto.
494	Smith Alfred - -	Chigwell -	Ditto -	21	1	13	Ditto.
2	Ditto - -	Dagenham -	Ditto -	1	1	2	Ditto.
				73	3	31	
496	Unenclosed land -	Chigwell -	Waste -	13	3	38	Ditto.
				87	3	29	

The SECOND SCHEDULE above referred to.

(1) The lands shall be for ever kept and maintained as an open space for the use by the public for purposes of exercise and recreation and no nuisance annoyance damage or disturbance shall be permitted on the lands.

(2) It shall not be lawful to build any new buildings or erections upon the lands except such buildings as may conduce to the better and more convenient management and use of the lands as an open space or in connection with any cricket football and golf grounds which may be set apart for such games or other public recreation.

(3) Political religious or public meetings horse and donkey riding or driving with or without carriages and stands for horses and donkeys and carriages shows swings cocoa-nut or other shies or amusements of the like character bands booths and tents shall not be permitted upon any part of the

[Ch. cclvii.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [3 EDW. 7.]

A.D. 1903.

lands within five hundred yards of the high road from Chigwell Row to Lambourne End or of the high road from Chigwell Row to Romford and no organ or other musical instrument driven by steam or roundabouts and shooting galleries shall be permitted anywhere on the lands.

(4) Such persons as were entitled to exercise rights of common upon Lambourne Common before the date of this agreement shall thereafter be entitled to exercise the same rights.

(5) It shall not be lawful for any person to shoot game or other birds or animals upon the lands.

(6) The purchaser shall not be entitled to erect any fence between the points A and B shown upon the said plan except an open fence with suitable gates for foot passengers therein.

(7) It shall be lawful for the owner for the time being of the land coloured brown on the said plan to construct in through or under the land coloured yellow on the said plan (without any payment for way-leave or otherwise) a sewer with all usual and necessary manholes lampholes ventilators and other ancillary works for draining the said land coloured brown and any houses or buildings erected or to be erected thereon and also without any payment at any time thereafter when requisite to enter upon the land coloured yellow as aforesaid and open up view repair and extend such sewer or other works Provided always that in constructing repairing or extending such sewer or other work no injury shall be caused to timber trees upon the said pieces of land or any of them and provided that all damage and disturbance done and made shall immediately be made good by and at the expense of the said owner.

(8) It shall also be lawful for the owner of the said land coloured brown to enter upon the land on foot by means of three gates each four feet in width between the said points A and B and by the existing gate at the point marked C on the said plan.

As witness the hands of the said parties the day and year first above written.

Witness—

PERCIVAL BIRKETT

4 Lincoln's Inn Fields

Solicitor.

E. N. BUXTON.

Witness to the signature of

Robert Wicksted Ethelston—

WALTER SINCLAIR

Malpas Cheshire

Gardener.

ROBERT WICKSTED ETHELSTON.

[3 EDW. 7.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [Ch. cclvii.]

THE THIRD SCHEDULE.

A.D. 1903.

AN AGREEMENT made the twenty-seventh day of May one thousand nine hundred and three between AMELIUS RICHARD MARK LOCKWOOD of Bishop's Hall in the county of Essex a Lieutenant-Colonel (retired) in His Majesty's Army (hereinafter called "the vendor") of the one part and EDWARD NORTH BUXTON of Knighton Buckhurst Hill in the said county of Essex Esquire (hereinafter called "the purchaser") of the other part.

WHEREAS by the award dated the 13th day of May 1861 of the commissioner appointed to carry into effect the provisions of the Hainault Forest (Allotment of Commons) Act 1858 the said commissioner awarded set out and allotted as and for a common for such part of the parish of Lambourne in the said county of Essex as was situate in the late forest of Hainault certain lands containing in the aggregate 314a. 1r. 37p. or thereabouts and situate partly within the said parish of Lambourne partly within the parish of Dagenham in the same county and partly within the parish of Chigwell in the same county being portions of certain commonable lands therein more particularly referred to:

And whereas of the lands so awarded set out and allotted as aforesaid 186a. 3r. 11p. or thereabouts were waste land of the manor of Lambourne of which the late General William Mark Wood was at the date of the said award lord:

And whereas the said William Mark Wood continued lord of the said manor of Lambourne down to the date of his death on the 18th day of March 1883 and on such death the vendor became and he still is lord of the said manor and as such is seised of the soil of such waste land and of the timber and other trees bushes and underwood thereon:

And whereas in the years 1867 and 1874 the said William Mark Wood enclosed portions amounting in the aggregate to 52a. 3r. 0p. or thereabouts of the said lands in the said parishes of Dagenham and Chigwell so allotted as aforesaid for a common for the parish of Lambourne which enclosed portions are more particularly described in the first part of the Schedule hereto and are shown and coloured purple on the plan hereto annexed and he and his successor in title have ever since the respective dates of such enclosures let and received the rents of the lands so respectively enclosed and the vendor claims that he and other the successors in title of the said William Mark Wood are seised of and otherwise well entitled to the fee simple of the lands so enclosed as aforesaid:

And whereas the unenclosed portion of the Lambourne Common allotment in respect of which the vendor claims to exercise manorial rights as such lord of the manor as aforesaid now consists of the lands sometimes known as

[Ch. cclvii.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [3. EDW. 7.]

A.D. 1903. Lambourne Forest containing 186a. 3r. 11p. or thereabouts situate in the said parish of Lambourne which lands with 1a. 0r. 27p. or thereabouts adjoining and situate in the said parish of Dagenham and 1 rood or thereabouts also adjoining and situate in the parish of Stapleford Abbots in the county of Essex still remain unenclosed and the same respective lands are more particularly described in the second part of the Schedule hereto and are shown and coloured green on the plan hereto annexed:

And whereas the purchaser is about to make arrangements with some one or more of the public or local authority or authorities (hereinafter referred to as "the local authorities") for the acquisition amongst others of the lands respectively shown and coloured purple and green on the said plan hereto annexed for the purpose of maintaining the same for ever hereafter as open and unenclosed lands for the benefit and recreation of the public at large and he has proposed to the vendor that the vendor shall sell the said lands for the purposes aforesaid and the vendor is willing to accede to such proposal upon the terms hereinafter appearing:

Now it is hereby agreed as follows:—

1. The vendor shall sell and the purchaser shall purchase for the sum of £2,830 first all those the several pieces of enclosed land shown and coloured purple on the said plan hereto annexed and secondly all the lands shown and coloured green on the said plan and the manorial rights over the same or part thereof vested in or exerciseable by the lord of the manor of Lambourne and the timber and other trees bushes and underwood growing on or in the last-mentioned lands.

2. The sale is made and the property shall be conveyed subject to a reservation to the vendor and his successors in title of all such rights or quasi-rights of common of pasturage as have been exercised or enjoyed by the vendor and his predecessors in title in respect of their other lands in the said parish of Lambourne and to a reservation to the vendor and his successors in title of all such rights of way and access for all purposes to the lands of the vendor lying to the north of the said lands coloured green on the said plan as have hitherto been used and enjoyed by the vendor and his predecessors in title over the said lands coloured green.

3. The said sale is made subject to the tenancy of Mr. Thomas Brooks of the lands coloured purple on the said plan and to all rights of way and other easements rights of common and other incidents of tenure (if any) which may be subsisting over or in respect thereof or any part thereof.

4. The purchase shall be completed on the 10th October 1903 or on such earlier day as the parties may agree at the office No. 5 Gray's Inn Square of Messrs. Hicks & Son the vendor's solicitors at which time and place the said purchase-money shall be paid and on the payment thereof the vendor and all other necessary parties (if any) will execute a proper conveyance of the property hereby agreed to be sold to the local authorities as the purchaser shall direct such conveyance and every other assurance and act (if any) required by the local authorities or the purchaser to be prepared and done by and at the expense of the local authorities or the purchaser and as to the conveyance by

[3 EDW. 7.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [Ch. cclvii.]

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the vendor and the trustees of the will of the said William Mark Wood or of the settlement hereinafter referred to the same is to be left at the office aforesaid seven days at least before the said 10th day of October 1903 or other the day agreed upon for completion.

5. The property is sold on the express condition and the conveyance thereof shall contain covenants by the grantee so framed that the burden thereof may run with the land and that the benefit thereof may run with the other lands of the vendor or of which he is tenant for life in the said parish of Lambourne that—

- (1) The land shall be for ever kept and maintained as an open space for the use by the public for purposes of exercise and recreation and no nuisance annoyance damage or disturbance shall be permitted on the lands :
- (2) No new buildings or erections shall be built upon the land except such buildings as may conduce to the better and more convenient management and use of the lands as an open space or in connection with any cricket football and golf grounds which may be set apart for such games or other public recreation :
- (3) No political religious or public meeting horse and donkey riding or driving with or without carriages stands for horses and donkeys and carriages shows swings cocoa-nut or other shies or amusements of a like character bands booths or tents shall be permitted upon any part of the land within five hundred yards of the high road from Chigwell Row to Lambourne End or of the high road from Chigwell Row to Romford and no organ or other musical instrument driven by steam or roundabouts or shooting galleries shall be permitted anywhere on the land :
- (4) The conveyance shall be executed in duplicate and one part thereof duly stamped shall be given to the vendor upon completion of the purchase.

6. The vendor is selling as tenant for life under a settlement executed by him in pursuance of a direction in that behalf contained in the will of the said William Mark Wood and he shall not be required to enter into any covenant other than a covenant that he has not save as appears by such settlement encumbered the property expressed to be conveyed The title to the lands coloured green shall commence with the said award dated 13th May 1861 and with respect to the land coloured purple the purchaser or the local authorities as aforesaid shall accept such title to the said premises as the vendor as such tenant for life as aforesaid can give and shall not require any further evidence of identity of the said premises or that the same forms part of the property of which the vendor is such tenant for life as aforesaid than such as is afforded by a statutory declaration to be obtained if required by the vendor at the expense of the purchaser that he has as such tenant for life as aforesaid since the year 1883 been in possession or receipt of the rents of the enclosed lands shown and coloured purple on the said plan and exercised manorial rights as lord of the manor of Lambourne over and in respect of the unenclosed lands shown and coloured green on the

[Ch. cclvii.] *Hainault (Lambourne Fox Burrows and Grange Hill) Act, 1903.* [3 EDW. 7.]

A.D. 1903. said plan Any requisitions or objections arising on the abstract of title or these presents or the said plan shall be delivered in writing at the office of the vendor's solicitors within twenty-one days after the delivery of the abstract which shall be delivered forthwith upon the request of the purchaser otherwise the same shall be considered as waived (in which respect time shall be of the essence of the contract).

7. All outgoings will be cleared and possession will be retained by the vendor up to the 10th day of October 1903 from which time the purchaser or his nominees shall be entitled to possession of the unenclosed property and the rents of the enclosed property and such outgoings and rents shall if necessary for the purposes of this clause be apportioned.

8. If from any cause whatever other than the wilful default of the vendor the purchase shall not be completed on the day fixed for completion the purchaser shall pay interest on the said purchase-money at the rate of £5 per cent. per annum from that day until the purchase shall be completed.

As witness the hands of the said parties the day and year first above written.

Witness to the signing by the above-named Amelius Richard Mark Lockwood— H. W. J. STONE Private Secretary Saxon Hall Palace Court London W.	}	A. R. M. LOCKWOOD.
Witness— PERCIVAL BIRKETT 4 Lincoln's Inn Fields Solicitor.	}	E. N. BUXTON.

The SCHEDULE above referred to.

PART I.

ENCLOSED LAND (COLOURED PURPLE ON PLAN).

No. on Plan.	Description.	Parish.	Acreage.		
			A.	R.	P.
9	Arable land - - -	Dagenham - - -	19	1	31
10	Ditto - - -	Ditto - - -	15	2	39
11	Ditto - - -	Ditto - - -	7	3	21
13	Ditto - - -	Ditto - - -	8	1	18
465A	Ditto - - -	Chigwell - - -	0	0	5
466	Ditto - - -	Ditto - - -	0	0	6
467	Ditto - - -	Ditto - - -	0	3	24
495	Ditto - - -	Ditto - - -	0	1	16
			52	3	0

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PART II.

A.D. 1903.

UNENCLOSED LAND (COLOURED GREEN ON PLAN).

No. on Plan.	Description.	Parish.	Acreage.		
			A.	R.	P.
337A	Forest - - -	Lambourne - - -	186	3	11
3	Ditto - - -	Dagenham - - -	1	0	27
302	Ditto - - -	Stapleford - - -	0	1	0
			188	0	38

A. R. M. LOCKWOOD.

THE FOURTH SCHEDULE.

GRANGE HILL FOREST LAND (COLOURED BLUE ON THE SIGNED PLAN).

Parish.	Description.	Acreage.
		A. R. P.
Chigwell - - -	Woodland - - -	78 0 0

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