

B632

12625/32

Dated 2nd July 1932

Mess^{rs} Samuel Turner and
Rupert Turner and Others

to

The Mayor Aldermen and
Burgesses of the Borough of
Rochdale

Conveyance and Deed of Gift

of freehold premises known as
"Denehurst" Pussmonds Rochdale in
the County of Lancaster together with
certain lands occupied therewith
containing about 20 acres for use as
a Public Park

705 35

CHARITY COMMISSION
ENROLMENT AND RECEIPT
Received 25 AUG 1932
1019/32

632

B632

BBN

No. 17625



This Conveyance



MEREDITH, RAY & LITTLER,
LAW STATIONERS,
MANCHESTER.

made the
second
day of July

One thousand nine hundred and thirty two Between
Samuel Turner of Spring Bank Bamford
 Rochdale in the County of Lancaster Gentleman and
Harold Rupert Turner of Edgemoor Burbage
 Baxton in the County of Derby Gentleman (herein
 after called the Trustees) of the first part Arthur
William Hay-Menzies of Roylelands Rochdale
 aforesaid Gentleman Helen Hay-Menzies the
 wife of the said Arthur William Hay-Menzies of the
 same address Neil Hay-Menzies of 103 Kingston
 Hill in the County of Surrey Gentleman Howard
Hay-Menzies of Roylelands Rochdale aforesaid
 Gentlemen and Helen Vivian Porritt the wife
 of Cyril Philip de Muschamp Porritt of Green Bank
 King's Road Rochdale aforesaid of the second part
 the said Samuel Turner of the third part the
 said Harold Rupert Turner of the fourth part
Robert Heap Turner of Alandale, Dunham
 Massey in the County of Chester Gentleman Ellen
Heap Hamilton-Gordon the wife of Francis
 Hamilton-Gordon of Falinge Corner Rochdale aforesaid
 and Gossrey Heap Turner of Falinge
 Corner Rochdale aforesaid Gentleman of the fifth
 part The Trustees of the sixth part (all which

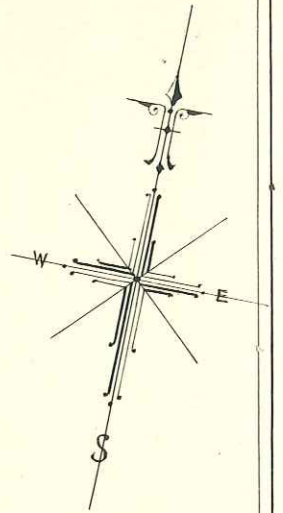
said parties hereto of the second third fourth fifth and sixth parts are hereinafter collectively referred to as the Beneficiaries) and The Mayor Aldermen and Burgesses of the Borough of Rochdale (hereinafter called "the Corporation") of the seventh part Whereas:-

(1) Robert Turner late of Denchurst Rochdale aforesaid Manufacturer (hereinafter called "the Testator") was at the date of his death hereinafter recited seized in unincumbered fee simple of the hereditaments hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned

(2) The Testator duly made his Will dated the seventh day of December One thousand nine hundred and twenty nine whereby after appointing his sons the Trustees and Harry Smith Howorth of Overdale Higher Passmonds Rochdale aforesaid Accountant to be Executors and Trustees thereof Testator thereby authorised them at any time or times during the continuance of the trusts of that his Will at their discretion (but subject as to the property thereinafter referred to as his Denchurst property) (being the hereditaments hereinafter described and intended to be hereby conveyed) to the exercise by either of his said sons the Trustees or his daughter the said Helen May Menzies of the option to purchase thereinafter contained] to sell the whole or any part or parts of his real or leasehold estates or to let the same upon lease for such terms as therein mentioned upon such terms as his Trustees should think fit And Testator gave devised and

PLAN

referred to



Passmonds Mill

from Edenfield. EDENFIELD ROAD to Rochdale

WILBUTTS

LANE

SANDY LANE

Denehurst

Content of Land coloured Red =

A.	R.	P.
12	3	12

Content of Land coloured Green =

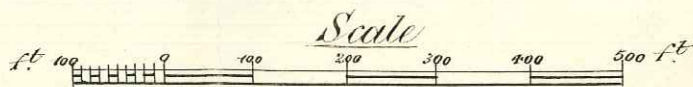
A.	R.	P.
3	2	23

Content of Land coloured Blue =

A.	R.	P.
3	1	39

Trustees of the late M^r Edward Leach

Trustees of the late M^r Edward Leach



Scale

1: 2500th

Handwritten initials or mark in the bottom left corner.

bequeathed all the residue of his estate real and personal as follows: that is to say as to one equal fifth part thereof to his said daughter Helen Kay Menzies as to another equal fifth part thereof to his son the said Samuel Turner absolutely as to another equal fifth part thereof to his son the said Harold Rupert Turner absolutely as to another equal fifth part thereof to such of the children of his late son Charles Henry Turner as should be living at Testator's death and should then have attained or should thereafter attain the age of twenty eight years and as to the remaining one equal fifth part to his said sons the Trustees absolutely And Testator did thereby declare that the share of his residuary estate which was thereinbefore expressed to be given to his said daughter should not vest absolutely in her but should be retained by his Trustees and the annual income should be paid by them to his daughter during her life as therein mentioned and after her death such share should be divided into four equal parts and three of such equal fourth parts and the income thereof should be held in trust for all or any the children or child of his said daughter who should be living at his death or born at any time afterwards and who should attain the age of twenty eight years before the expiration of twenty one years from the death of the survivor of Testator and his said daughter or should be living at the expiration of such twenty one years if more than one unequal shares and the remaining equal fourth part should be held

In trust to pay the annual income thereof to his said daughter's husband the said Arthur William Hay-Menzies if surviving during his life and subject thereto such fourth part and the income thereof should be held upon the same trusts and with and subject to the same powers and provisions so far as the same should be subsisting and capable of taking effect as were therein declared concerning the other three equal fourth parts thereof And Testator thereby declared that his said two sons the Trustees should have the option in succession according to their respective seniorities of purchasing his residence known as 'Denchurst' together with the outbuildings stables coach-house Dutch Barn two cottages behind the stables Pleasure Grounds fields and appurtenances thereto belonging or therewith held (in the now reciting Will referred to as 'my Denchurst property') at the price of Five thousand pounds such option to be declared in writing as therein mentioned And Testator further declared that if neither of his said sons the Trustees should exercise such option his said daughter should have the like option to be exercised in writing as therein mentioned

(3) The said Harry Smith Howorth died on the twenty third day of October One thousand nine hundred and thirty one

(4) The Testator died on the fifth day of December One thousand nine hundred and thirty one without having revoked or altered the provisions of his said Will which was duly proved in the Manchester

District Probate Registry on the eighth February
One thousand nine hundred and thirty two by the
Trustees as such surviving Executors as aforesaid

(5) The said Helen Hay-Menzies has had three
children only namely the said Neil Hay-Menzies
Stewart Hay-Menzies and Helen Vivien Porritt all
of whom are still living and have attained the
age of twenty one years but the said Neil Hay-
Menzies only has as yet attained the age of twenty
eight years

(6) The parties hereto of the fifth part are the
only children of the said Charles Henry Turner
who were living at the death of the Testator his
only other child namely Stanley Heap Turner
having died on the twelfth day of June One thousand
nine hundred and thirty one a bachelor

(7) The said Robert Heap Turner has attained the
age of twenty eight years and the said Dois
Heap Hamilton-Gordon and Geoffrey Heap Turner
have respectively attained the age of twenty one years

(8) The said Samuel Turner Harold Rupert Turner
and Helen Hay-Menzies are not desirous of exercising
the respective options in their favour contained in
the said recited Will of the Testator (as is testified
by their respectively executing this conveyance)

(9) The Beneficiaries (being the whole of the persons
beneficially interested in the residuary estate of the
Testator) have offered in consideration of the covenants
by the Corporation hereinafter contained to convey
the hereditaments hereinafter described and intended

to be hereby conveyed to the Corporation for use
as a Public Park and the Corporation have agreed
to accept the same upon the terms and subject
to the covenants and conditions hereinafter appearing
Now this Conveyance witnessed as follows:

1. The Trustees as such Trustees as aforesaid in exercise
of the powers contained in the said recited Will
of the Testator and of all other powers them here-
unto enabling and by the direction of the Beneficiaries
hereby convey and the Beneficiaries so far as relates
to their respective and several interests therein hereby
convey and confirm unto the Corporation First
That messuages or dwellinghouses known as
"Denchurst" situate at Passmonds Rochdale aforesaid
together with the outbuildings gardens and lands
occupied and enjoyed therewith (and formerly known
as Passmonds Farm) containing in the whole by statute
measure Twelve acres three roods and twelve perches
or thereabouts and lately in the occupation of the
Testator and together also with the two cottages in
Willbuts Lane now or lately in the respective &
occupations of Mess^{rs} Charlesworth and Barber all
which said messuages or dwellinghouses cottages
premises and lands are more particularly delineated
and described on the plan drawn hereon and
thereon coloured pink Secondly That plot
of land part of a farm now or formerly known
as Hudsons Farm (but lately occupied and enjoyed
along with the premises first hereinbefore described)
containing by statute measure Three acres one rood

and thirty nine perches or thereabouts as the same is more particularly delineated and described on the said plan drawn hereon and thereon coloured blue

And Thirdly That plot of land now or formerly known by the name of White Hooses otherwise White Hooses parcel of a tenement called Coptoad (but lately occupied and enjoyed along with the premises hereinbefore first and secondly described) all which said plot of land contains by Lancashire Measure (as referred to in a conveyance dated the thirty first day of August One thousand eight hundred and ninety five and made between Charles Whitaker of the one part and the Testator of the other part) Two acres and one rood and by Statute Measure Three acres two roods twenty three perches as the same is more particularly delineated and described in the said plan drawn hereon and thereon coloured green

Excepting and reserving out of the premises hereinbefore first and secondly described (as previously excepted and reserved) all mines and minerals lying under the said lands or any part thereof with all usual powers of getting the same by underground workings only without liberty of entering upon the surface and with liability to make compensation for all damage that may be done by such workings to the surface and to all buildings now erected or hereafter to be erected thereon To Hold the same (excepting and reserving as aforesaid) unto the Corporation in fee simple

2. The Corporation hereby covenant with the Beneficiaries

that they the Corporation will hereafter maintain the said message or dwellinghouse known as "Denchurst" in such a condition of repair as shall cause the same to appear from the exterior to be in normal private occupation (regard being had to the present condition thereof and to the locality) or will (at their option) demolish or cause the same to be demolished. Provided always in the event of the Corporation not exercising the option to demolish hereinbefore contained that if at any time hereafter in the opinion of the Trustees for the time being of the said Will of the Testator the said last mentioned premises shall not be maintained by the Corporation in such condition as hereinbefore provided then the said Trustees shall be entitled to give written notice thereof to the Town Clerk for the time being to the Corporation requiring the demolition of the said last mentioned premises within a reasonable time and upon receipt thereof the Corporation shall forthwith proceed to demolish the said last mentioned premises or shall cause the same to be demolished. And the Corporation hereby further covenant that they will not permit the land hereby assured or any part thereof or any building or erection for the time being thereon to be used for any other purpose or in any other manner than as a public park or museum or art gallery or some other similar Municipal Institution or some building or other erection incidental thereto.

3 Provided always and it is hereby agreed and declared that it shall be lawful for the Corporation from time to time to make vary repeal alter add to or re-enact such bye-laws and regulations as they shall deem necessary or convenient for securing to the public the reasonable use and enjoyment of the lands hereditaments and premises hereby assured and for the maintenance of order and decency therein and for any other purposes for which bye laws and regulations are usually made in like cases and such bye laws and regulations shall contain power for the Corporation to close the said Parks to the public on not more than six days in any and every year
In witness whereof the Trustees and the Beneficiaries have hereunto affixed their hands and seals and the Corporation have caused their Common Seal to be hereunto affixed the day and year first before written

Signed sealed and delivered
by the said Samuel Turner in
the presence of

John Collins
Solicitor
Rockdale

Samuel Turner



His Clerk

Signed sealed and delivered
by the said Harold Rupert Turner
in the presence of

R. M. Bennett
Broadchurch Road
Rockdale

Harold Rupert Turner



Accountant
Godwin Street
Edgemoor
Buxton.

Gentleman

Signed sealed and delivered
by the said Arthur William Kay-
Menzies in the presence of
A R Payne

Arthur Kay-Menzies



3 Chambers House Cottages Wywood
Chauffeur.

^{honey hands.}
^{roy le lands. Rochdale.}
^{Lady's Maid.}
Signed sealed and delivered
by the said Helen Kay-Menzies
in the presence of

Helen Kay-Menzies



^{honey hands.}
^{roy le lands. Rochdale.}
^{Lady's Maid.}
A R Payne
3 Chambers House Cottages, Wywood
Chauffeur.

Signed sealed and delivered
by the said Neil Kay-Menzies in
the presence of

Neil Kay-Menzies

W. Jackson
Brierley
Worke. Rochdale
Director

Ed Bracintish
6 Hallin Lane
S.W.

Menzies

Signed sealed and delivered
by the said Stewart Kay-Menzies
in the presence of

Stewart Kay-Menzies



John A Collins

Dr. King

Signed sealed and delivered
by the said Helen Vivien Porrett
in the presence of

John L Collins

D. H. H.

Helen Vivien Porrett

Signed sealed and delivered
by the said Robert Beap Turner
in the presence of

M. Hesketh,
18 Westgate, Hale.
Stenographer.

Quilburn 28 Austin Friars, E.C. 4. Stockythes.

Signed sealed and delivered
by the said Doris Beap Hamilton
Gordon in the presence of

John L Collins

D. H. H.

D. H. Hamilton-Gordon

Signed sealed and delivered
by the said Geoffrey Beap Turner
in the presence of

John L Collins

D. H. H.

Geoffrey B. Turner

The Common Seal of the
Mayor Aldermen and Burgesses
of the Borough of Rochdale
was hereto affixed in the presence
of

William Crossley
Mayor

[Signature]
Town Clerk



ENROLLED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 6 (2) OF THE MORTMAIN AND CHARITABLE USES
ACT, 1888, AND SECTION 1 OF THE MORTMAIN AND CHAR-
ITABLE USES ACT AMENDMENT ACT, 1892.



(Vol. 43 Page 543)

14th September 1932.

MEMORANDUM ✓

By a conveyance dated the twentieth day of October 1961 and made between
the within-written Corporation of the first part The Parochial Church Council of the
Parish of St. Clements Spottland of the second part and the Manchester Diocesan
Board of Finance of the third part A Plot of land (part of which plot formed part
of the land comprised in the within-written deed and coloured blue of the plan annexed
thereto) and containing in the whole 1610 square yards and situate in and
fronting to Sandy Lane Rochdale aforesaid was conveyed unto the said Board of Finance
in fee simple subject as therein mentioned

MEMORANDUM that by a Conveyance dated the 28th day of March 1994 and made between (1) The Rochdale Borough Council and (2) John White and Heather White all that plot of land together with the dwellinghouse erected thereon and known as 161 Sandy Lane Rochdale was conveyed unto the said John White and Heather White for an estate in fee simple.

MEMORANDUM : that by a Transfer dated the 30th March 1998 and made between (1) The Rochdale Borough Council and (2) Samantha Jane Barker and Andrew Francis Hughes all that plot of land together with the former stable block erected thereon at Denehurst Park Rochdale was transferred unto the said Samantha Jane Barker and Andrew Francis Hughes for an estate in fee simple