

## **Report on title – Trusts in the Borough Council of Dudley**

Deed Packet – H2 – 22

This title is registered at HM Land Registry under title number WM914260 and is freehold lying to the south of Lawnswood Road, Wordsley, Stourbridge. There are restrictive covenants in the title deeds that the Council will erect and maintain a substantial fence on the north and west sides of the land – further that the use of the land in perpetuity as a playing field for the use of the public as part of the King George VI Park, Wordsley under the powers contained in the Physical Training and Recreation Act 1937.

This land is registered at the Charity Commission under number 219684.

Deed Packet – G5 – 15

This title is registered at HM Land Registry under title number WM893182 and known as Marsh Park, North Street, Brierley Hill. There are restrictive covenants contained in an Indenture dated 2 February 1925 made between (1) Marsh and Baxter Limited and (2) The Urban District Council of Brierley Hill. By two deeds dated 19<sup>th</sup> June 1944 and 21<sup>st</sup> November 1955 both made between (1) Marsh and Baxter Limited and (2) Brierley Hill Urban District Council the said covenants were expressed to be released.

In the 1925 deed the Council covenanted to:-

1. To use the land for the purpose of a public park and pleasure grounds for the recreation of the public.
2. To lay out the land and premises as a public park and pleasure grounds and forever hereafter support maintain and improve the said land and premises hereby conveyed for the purpose of a public park and recreation grounds and will as soon as convenient fence off that portion of the land hereby conveyed from the adjoining land of and retained by the Company on the northerly side of the land hereby conveyed with a good and sufficient fence between the points marked A B and C on the plan and will forever after maintain such fence in good order and condition at the expense of the Council and will also forthwith erect and forever maintain the suitable entrance gates to the park and grounds.

In the 1944 deed the Company released and forever discharged the Council from the covenant on the part of the Council contained in the above Conveyance to the extent that the Council may at any time within 10 years from the date of this deed build and construct a Civic Centre (including a Town Hall a Memorial Hall a Council Chamber Committee Rooms and Administrative Offices) such as in indicated in the report of the Council's T own Planning Consultants.

In the 1955 deed the Company released and forever discharged the Council from the obligations of the covenant in the 1925 to the extent necessary to permit or enable the Council to lease a small portion of the park to the Trustees of the Brierley Hill and Brockmoor Old People's Welfare Committee

for the purposes of erecting a pavilion thereon for the use of the old people of Brierley Hill and Brockmoor but not further or otherwise. The registered title refers to a lease of land at Marsh Park edged blue for a term commencing on 1<sup>st</sup> March 1955 until 31<sup>st</sup> October 2030. Presumably this relates to the lease to the Trustees.

The land at Marsh Park Brierley Hill is registered at the Charity Commission under number 219683.

Deed Packet 08 – 151

Conveyance dated 30<sup>th</sup> July 1934 made between Cannon Iron Foundries Limited to Coseley Urban District Council relating to land at Old Meeting Road Coseley.

“The Local Authority declare that they will hold the said hereditaments which shall hereafter be known as the Clayton Playing Fields upon the trusts namely:- UPON TRUST for the use thereof by the public for the purposes of exercise and recreation pursuant to the provisions of the Open Spaces Act 1906 and in particular as a playing ground for the School Children of the Coseley Urban District

The Local Authority further declare and hereby covenant that they will not build or cause or suffer to be built upon the land hereby granted and conveyed any building or erection whatsoever other than such sheds or shelters as may be for the convenience of School Children playing thereon which said sheds or shelters shall be subject to the approval of the Company and they will pass all bye laws necessary for the protection of ornamental trees flowers and the like which are now or may at any time be planted thereon”

There is within the deed packet restrictive covenant indemnity schedule policy number CL109142107, the limit of indemnity being £700,000. The reason for this insurance policy relates to the erection of the youth centre building, as Cannon Iron Foundries Limited could not have traced for consent.

This Conveyance is registered at the Charity Commission under number 522647.

Deed Packet H3 – 34

Trust Deed dated 1<sup>st</sup> February 1908 in respect of Richardson Hall, Wordsley. This deed states “Provided Always that Richardson Hall shall not be used for any gathering having for its object any damage or criticism of the Church of England or any religious denomination”

This trust deed is registered at the Charity Commission under number 219681.

## Deed Packet D3 – 1

Conveyance dated 25<sup>th</sup> February 1928 made between (1) James Wardale Kings (2) George Harvey Green and (3) The Mayor Aldermen and Burgesses of the Borough of Stourbridge (2) in respect of freehold land situate at Oldswinford and known as Swinford Common. This land is registered at HMLR under title number WM893236 with freehold title at Stanley Road, Stourbridge. The Corporation covenant to perform the covenants in the Schedule. The Schedule reads “(i) to effectually close all means of ingress egress and regress to and from the said pieces of land and the adjoining lands (formerly belonging to the Worcester Land and Investment Company Limited) (ii) Not to raise the water level of the brook or watercourse or dam the same or do anything to impede the free drainage into the said brook or watercourse of the adjoining or surrounding lands (formerly belonging to the to the Worcester Land and Investment Company Limited) or the free flow and passage of water from through or over such adjoining lands along the said brook or watercourse into the Heath Pool (iii) That no dwellinghouse shall be erected on the said land at a less cost in labour and materials than £250 (iv) That no noisome or offensive trade or business or other nuisance shall be permitted upon the said land nor any other thing which may deteriorate any adjoining or neighbouring property now or formerly belong to the Worcester land and Investment Company Limited or which may be a nuisance to the owner or occupier for the time being”

This conveyance is registered at the Charity Commission under number523197.

## Deed Packet E8 – 165

Conveyance dated 9<sup>th</sup> January 1958 made between the personal representatives of Joseph Merari Tate Deceased (1) David Ewart Tate (2) The Mayor Adlermen and Burgesses of the Borough of Halesowen (3) relating to land at or near Overend Cradley Halesowen. The Corporation covenant with the Donor to lay out the land conveyed as a garden adjoining the Oakley Memorial Garden. This brings me onto Deed Packet E8 – 164

Conveyance dated 27<sup>th</sup> June 1953 made between (1) James Oakley (2) The Mayor Aldermen and Burgesses of the Borough of Halesowen. The Corporation hold the land on the following trusts

- (a) to hold the said land for the benefit of the inhabitants of the Borough of Halesowen in perpetuity
- (b) to maintain permanently the following inscriptions at the main entrance in Colman Hill to the said land namely:-
  - (i) on the gates the words “The Bernard Oakley Memorial Gardens”
  - (ii) on the gate pillars the words “These gardens and pleasure grounds were laid out and presented on June 27<sup>th</sup> 1953 to the Borough of Halesowen by Mr and Mrs James Oakley in memory of their son Bernard J Oakley who died on active service in Holland, October 16<sup>th</sup> 1944” “Greater love hath no man than this, that a man lay down his life for this friends – John. 15 – 13.

- (c) to support and maintain the said land as and for the purposes of a recreation ground playing ground for children and public.

This conveyance continues with various covenants by the Corporation.

The Bernard Oakley Gardens Trust Fund is registered at the Charity Commission under numbers 226493 and 509354.

Deed Packet E8 – 11 and E8 – 12 this relates to Homer Hill Recreation Ground. Part of this park is registered at the Charity Commission under numbers 701251 and 523120 this relating to the Conveyance dated 11<sup>th</sup> October 1922 made between Benjamin Hodgetts (1) Herbert John Cox (2) The Parish Council of Cradley (2). The Council covenant with H J Cox (a) that the Council its successors or assigns will forever hereafter support maintain and improve the said land as and for the purposes of public recreation grounds (b) not to use or permit the land to be used for the purpose of playing any games whatever on the Sunday in each week (c) not to sell or consume or permit to be sold or consumed on the land any intoxicating drinks under any circumstances whatsoever.

**Ernest Stevens Parks** – Quarry Bank, Norton Stourbridge, Wollescote and the Maternity Home & Grounds. These are all registered at the Charity Commission under numbers 219690 – , 203087 – , 523195 – , and 523196. There are many covenants within all of these deeds, of which I can advise further if required. The Stourbridge Area Committee used to act a Trustee but this has been replaced by a Committee specifically to deal with Stevens trusts issues of concern.

Deed Packet P5 –8

There are various conveyances to the Council owing to the extent of land at Sedgley Beacon but the Conveyance dated 18<sup>th</sup> October 1935 is registered at the Charity Commission under number 522644. The Council covenant that it will at all times keep and preserve the monument in a reasonable state of preservation together with any inscriptions that may be thereon. Further to keep the land firstly described (other than the monument) as an open space for the benefit of the inhabitants of Coseley and District and to maintain the same in good and tidy condition as an Open Space and to take all reasonable steps to prevent the same from deterioration by misuse damage or becoming littered or in any way becoming a nuisance to the owners or occupiers of the adjoining or neighbouring land. There is also a fencing covenant.

Deed Packet G8 – 18

Land at Dudley Wood, Dudley and relates to the Deed of Gift dated 24<sup>th</sup> February 1966 made between T L Tibbetts (1) The B C of Dudley (2) – user covenant for the Council to use the same for use by the public for the purposes of exercise and recreation pursuant to the provisions of the Open Space Act 1906. This document is registered at the Charity Commission under number 1112733

## Deed Packet A6500

This relates to Pens Meadow School (Benjamin Cooper in respect of a lease dated 2<sup>nd</sup> April 1984 made between the Secretary of State of Social Services (1) Dudley Borough Council (2) for the Special School in Wordsley Hospital – Mental Handicap Unit. The lease is for a term of 75 years from 7<sup>th</sup> March 1977. This document is also registered at the Charity Commission.

## Deed Packet

### Astley Burf Stourport-On-Severn

Charity Commission number 1037595 – Astley Burf Camp Trust

Deed of Gift dated 30<sup>th</sup> December 1938 made between Thomas Willetts Adshead, George Alexander Ashton Thomas William Tanfield (1) Mayor Aldermen and Burgesses of the County Borough of Dudley (2)

The Council entered into the following covenants:-

1. To maintain the premises as a School Camp known as the Astley Burf Camp for the benefit of the children and young persons of the Borough of Dudley
2. From the 1<sup>st</sup> October 1938 to be responsible for the administration of the camp and all assets and liabilities in connection therewith
3. To permit the Juvenile Organisations Committee for the time being for the County Borough of Dudley or any persons or bodies or organisations nominated by them to have the full use and occupation of the said premises for the purposes of a camp for children and young persons during recognised school holidays and on such other occasions and during such other periods as the Local Education Authority shall not require the use of the premises for camping purposes.

Ruiton Windmill – the deed conveying the property and land is not a trust but there is a trust deed dating back to the 1980's between the Council and the Managing Trustees regarding the day-to-day management of the property. I have recently reported on this in reports.

The purpose of this report is to set out what parks/land/buildings are registered at the Charity Commission. I have referred to registered title numbers at HMLR where the information was available in the actual deed packets but I believe that all the land in the Borough within parks is registered at HMLR but I have not applied to HMLR for copies of the registered titles because that is not the purpose of this report. This report has been completed by a research of all the deed packets and reference to the Charity Commission website. I confirm that there is no evidence of registration of the land at the Charity Commission within the deed packets. If any officers know of any other land/property being registered at the Charity Commission, then please forward details to the Conveyancing Section in Legal Services.

Under the provisions of the Charity Act 2011, the Council should apply to the Charity Commission if it wishes to make any alteration to a scheme or proposes in the future to dispose of land.

I have taken advice from an expert in charity land transactions and the Council is acting in accordance with the requirements of the Charity Act 2011 in having charity land registered at H M Land Registry in the name of the Council so far as the legal title to the land is concerned but dealing with the trust/equitable interest in the land and building under a special Committee set up to make decisions for and on behalf of the trust. All documentation should be clearly kept separate from the Council's record as land owner or planning authority.

To conclude, the following are registered at the Charity Commission:-

4. Lawnswood Park, Wordsley,
5. Marsh Park, Brierley Hill
6. Clayton Playing Fields, Coseley,
7. Richardson Hall,
8. Swinford Common
9. Land at Overend, Cradley
10. Bernard Oakley Memorial Gardens
11. Ernest Stevens Parks
12. Sedgley Beacon
13. Land at Dudley Wood (T L Tibbetts)
14. Pens Meadow School (Benjamin Cooper)
15. Homer Hill Park Cradley

The Council also has land at Kingswinford and in the conveyance to the Council covenants not to use or allow to be used the land hereby conveyed for any purpose other than a public park and playing ground and that no buildings shall be erected thereon except such as are usually erected in public parks and playing rounds but no hoardings or advertisement boards shall be erected in any position which might be a nuisance or annoyance to the owners or occupiers for the time being of the adjoining property of the Vendors or of the Testator. I cannot trace this land being registered at the Charity Commission.

Officers in DUE have queried whether there is a trust at Silver Jubilee Park, Mason Street, Bilston but I have checked the deeds. There is a covenant relating to "not to be used for any trade or business which would be or become a nuisance or annoyance to the Vendor or the owners or occupiers of the adjoining lands and premises but will be utilised for purposes authorised by Statute governing the acquisition of land by local Authorities". I cannot trace this land being registered at the Charity Commission.

The Council has various parcels of land in the Borough that are subject to Deeds of Dedication but these are not registered as trusts. The Deeds of Dedication are contained within the deed packets.