

Wheatsheaf 1949

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This Conveyance is made 29th December 1949 between:-

1. Sidney Charles Hopton of 11 East Street Tewkesbury in the County of Gloucester haulage contractor (hereinafter called "The Vendor")
2. Colonel Robert Chapman C.B. C.M.G. C.B.E. D.S.O. of Undercliff Cleadon Sunderland in the County of Durham; Lieutenant Colonel Robert Macgowan Chapman of Barrington Street South Shields in the County of Durham chartered accountant; and Lieutenant Peter Francis Hanbury of Green End House Little Munden in the County of Herts (hereinafter called "The Trustees")
3. Cheltenham & Hereford Breweries Ltd (formerly The Cheltenham Original Brewery Company Ltd) whose registered office is situate at 160 High Street Cheltenham in the County of Gloucester (hereinafter called "The Purchasers" and is supplemental to:-

a) **An Indenture dated 22nd December 1924** and made between:

1. The Cheltenham Original Brewery Company Ltd
2. Arnold Perrett and Company Ltd
3. The Right Honourable Sir James Tynte Agg Gardiner P.C.M.P.
4. James Henry Cornfield and Hubert Gardiner
5. The Right Honourable Sir James Tynte Agg Gardiner; Frederick Charles im Thurn; The said Hubert Gardiner and George Clissold

Being a Trust Deed for securing an issue of Four hundred thousand pounds Four and a half per cent Debenture Stock of the said Cheltenham Original Brewery Company Ltd

b) **A Deed of Appointment of New Trustees dated 18th April 1935** and made between:-

1. Cheltenham Original Brewery Company Ltd
2. Arnold Perrett and Company Ltd
3. The said George Clissold
4. Wolstan Edward Francis Berkeley and the said Robert Chapman

Whereby the said Wolstan Edward Francis Berkeley and Robert Chapman were appointed to be Trustees of the said Trust Deed of 22nd December 1924 in place of the said Right Honourable Sir James Tynte Agg Gardner; the said Frederick Charles im Thurn and the said Hubert Gardiner all then deceased to act jointly with the said George Clissold the surviving Trustee

c) **A Deed of Appointment of New Trustees dated 27th December 1945** and made between:-

1. The Cheltenham Original Brewery Company Ltd
2. The said Robert Chapman
3. The said Robert Macgowan Chapman and Peter Francis Hanbury

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The Company in exercise of its statutory power in that behalf and of every and any other power them enabling thereby appointed the said Robert Macgowan Chapman and Peter Francis Hanbury to be Trustees of the said recited Trust Deed of the 22nd December 1924 in place of the said George Clissold and the said Wolstan Edward Francis Berkeley to act jointly with the said Robert Chapman the surviving Trustee

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Whereas:

1. By a special resolution duly passed by an Extraordinary General Meeting of the Cheltenham Original Brewery Company Ltd duly convened and held on 16th September 1947 the name of The Cheltenham Original Brewery Company Ltd was changed to Cheltenham & Hereford Breweries Ltd
2. By a Conveyance dated 27th August 1945 and made between@
 1. Noel Belmore Shenton
 2. Shakspeare Theaker Shenton and Brian Taunton Gurney
 3. The Vendor

The property hereinafter described was (with other property) conveyed to the Vendor in fee simple and he has agreed to sell the same to the Purchasers for the like estate in possession free from incumbrances at the price of fifty pounds

3 The said property was void on the 1st July 1948 and was formerly used as a Warehouse and for such other purposes as such user aforesaid would authorise under or by virtue of the Town and Country Planning Act 1947

4 "The Trustees" at the request of the Purchasers have agreed to provide the said Purchase Money out of Capital Money held by them upon the trusts of the said recited Trust Deed of 22nd December 1924 upon having the said hereditaments demised to them by way of additional security in manner hereinafter appearing

Now this Deed Witnesseth as follows:-

1. In pursuance of the said agreement and in consideration of the sum of £50 paid to the Vendor by the Trustees at the request of the Purchasers (the receipt and payment whereof the Vendor and the Purchasers hereby respectively acknowledge) the Vendor as Beneficial Owner at the request and by the direction of the Purchasers HEREBY DEMISES unto "The Trustees" –

*ALL THAT piece or parcel of land (formerly the site of a Warehouse) situate in the Borough of Tewkesbury in the County of Gloucester which said piece of land is bounded
On the North and West sides by a passage*

PAGE 3 *Leading to the Wheatsheaf Inn*

On the South by property belonging to the Purchasers

On the East by other property known as Palace House belonging to the Vendor and is for the purposes of identification only delineated on the Plan endorsed hereon and edged pink

To hold the same unto "The Trustees" for a term of 3000 years from the date hereof without impeachment of waste Upon the Trusts and subject to the powers and provisions of the said recited Trust Deed of 22nd December 1924 – AND SUBJECT thereto and for the consideration aforesaid the Vendor as beneficial Owner hereby conveys unto the Purchasers ALL the said Hereditaments and premises

To hold the same unto the Purchasers and their successors and assigns in fee simple

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2. The Purchasers hereby covenant with the Vendor to erect and for ever maintain a good and sufficient fence on the North side of the property hereby conveyed
3. The Vendor hereby covenants with the Purchasers that the Vendor will from time to time at the request and cost of the Purchasers supply to the Purchasers all such relevant information as may be in the possession and power of the Vendor as to the user of the premises under the Town and Country Planning Act 1947 or any contravention under the said Act or any activity carried on upon the premises without planning permission or liability to development charge by virtue of the said Act
4. The Vendor hereby acknowledges the right of the Purchaser to production of the hereinbefore recited Conveyance of 27th August 1945 and to delivery of copies thereof and hereby undertakes for the safe custody thereof
5. It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value or value of the consideration exceeds Five hundred Pounds

In Witness whereof the Vendor and "The Trustees" have hereunto set their hands and seals and the Purchasers have caused their Common Seal to be hereunto affixed the day and year first above written

Signed Sealed and Delivered by the before named Sidney Charles Hopton in the presence of R.S. Shill managing Clerk to Moore Brown & Sons? Solicitors Tewkesbury

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Signed Sealed and Delivered by the before named Robert Chapman in the presence of Joan Jopling 12 Leighton Street South Shields shorthand typist

Signed Sealed and Delivered by the before named Robert Macgowan in the presence of Joan Jopling 12 Leighton Street South Shields shorthand typist

Signed Sealed and Delivered by the before named Peter Francis Hanbury in the presence of Christopher L. Hanbury 76 Borough High Street London S.E.1 hop merchant

The Common Seal of Cheltenham & Hereford Breweries Limited was hereunto affixed in the presence of:

V.H. Collier; Philip Hayward Directors and Wm Dyer Secretary

There is also a site plan which appears to be a plot of land which eventually becomes an extension of "The Wheatsheaf"
16ft 10in at one end [High Street] – 18ft 4in at Oldbury End and 84ft 9in in length along the passage

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