



Coventry City Council

4

Briefing Note

Report to

Scrutiny Co-ordination Committee

27th April 2011

Briefing Note of

Director of (Children, Learning and Young People)

Title

Lease Agreements and Credit Union Loans for the Proposed Coventry Blue Coats Academy and Future Converting Schools – call in

1. Purpose of the report

This report responds to the call-in made by Councillors Nellist, Foster and Noonan. The reason for the call in is (1) to enquire as to what evidence was considered to establish 2.1 re 'land wholly or mainly used by the school in the preceding 8 years and (2) to establish what consideration has been given, and how that would then be consulted on, for possible covenants to guarantee future access and enjoyment by the local community.

2. Consideration of the Call-in

The joint report recommended the Cabinet Member to endorse the approach taken for the 125 year lease agreement at a peppercorn rental for Coventry Blue Coat School which is proposing to convert to an Academy under the Academies Act 2010. The proposed lease will be in the standard form prescribed by the DfE and there is little scope for movement away from these standard terms.

The report makes clear that the school playing fields are in the ownership of the Council because the school is a voluntary aided school. The report also makes clear that in the absence of agreement for a lease the Secretary of State has discretionary default powers under Schedule 1 of the Academies Act 2010 to make a "Property Transfer Scheme" and compel a lease to be granted by the Council to the Academy.

3 Background to Cabinet Member report and response to call in

(1) Land wholly or mainly used by the school in the previous 8 years.

None of the land proposed to be leased to the Academy is part of the "Charterhouse" land currently held by the Council as trustee for a public park and public museum arising from the will of the late Colonel Wyley. The Council became trustee for the "Foundation – Wyley Public Park and Museum" in 1942. ("the Foundation") The charity is now known as "Coventry Charterhouse" and its objects are the provision and maintenance of a centre for the promotion of education and appreciation of the arts; and the provision of a park for the recreation of the public.

None of the land proposed to be leased to the Academy is part of the openly accessible land closest to the Charterhouse and housing, which the Community have used for the holding of local gala days and events.

The playing fields subject to the proposed grant of the lease to Blue Coats School form part of the land that was acquired by the Council at value from the estate of the late Colonel Wyley in 1941. This land is free from any restriction on use and is not subject to any legal rights of way or access.

In 1963, the Council entered into a legal agreement with the promoters of the then new Blue Coats School and the Secretary of State which amongst other things committed the Council to acquire land not under its direct control to form the school and to appropriate land for use as the school playing fields. The boundary of the school site and the playing fields corresponds exactly with the current school site proposed in the lease together with land in the existing ownership of the school. The appropriation of the school playing fields for education use was confirmed in 1965 and since that date they have been held by the Council for education purposes and managed and maintained by the School at their expense. The school programmes 5 sessions of outdoor physical education on the school per school day and uses the playing fields for football and rugby team games in the winter and athletics in the summer. The aerial photograph of the site clearly shows the track markings for athletics use.

A small part of the land on which sits the school car park and buildings was formerly part of the land held by the Council as trustee under the Foundation. This land transferred to the Council as local education authority at value in 1967 with the consent of the Secretary of State for Education and Science for the purpose of creating the Blue Coats School site under section 29 of the Charities Act 1960.

In 1994 the school obtained planning permission and erected a new steel bridge over the River Sherbourne within the proposed lease site, at their expense to link the main school buildings with the playing fields, after the original bridge was deemed unsafe following a spate of vandalism.

(2) Consideration of possible covenants for future access and enjoyment by the local community.

The proposed grant of lease does not change the physical characteristics of the playing fields.

Whilst the local community has enjoyed access to the school playing fields, they have done so without the benefit of any legal right to do so and without seeking to establish any rights through prescription. The title of the land from Colonel Wyley's estate in 1941 at value contains no reserved rights of access or enjoyment for local people and no prescriptive rights of way have been applied for.

Wording has been agreed with the solicitor acting on behalf of the Secretary of State for Education on the Blue Coats academy conversion that the propose lease is granted "subject to such rights (if any) affecting the Property which are still subsisting and capable of taking effect"

The proposed lease requires the school to maintain the boundaries of the site but does not obligate them to erect new boundary fences. A planning application to erect secure fencing to the perimeter of the school playing fields was submitted in 2004 and withdrawn without determination in 2010.

In addition the proposed lease contains a 'no build' restriction on the school playing fields on the Academy as follows:-

"Other than fences boundary structures and sports equipment not to erect any buildings or other structures on that part of the Property situate south of the River Sherbourne within the Property at any time during the Term". The Academy is therefore unable to build on the area south of the river. In any event the school playing fields are in the Green Belt and the London Road Conservation Area and subject to the policies in the Coventry Development Plan 2001. (Policy GE6 Control over Development in the Green Belt and BE9 Development in Conservation Areas)

Council officers have sought to include a footpath in the proposed lease as a reserved right of way, but the solicitors for the Secretary of State queried whether this was a legal registered right of way and sought its deletion from the lease. . The Council's footpaths officer shares the view that the footpath is not an established public right of way.

There are no rights of way shown on current Ordnance Survey plans for the proposed lease area.

Since the report was presented to joint cabinet members, local councillors have raised the outcome of a court case in around 1989, which may have a bearing on the advice given to the cabinet members in the report. Officers were unaware of such a case, the facts adjudicated and the outcome at the point of writing the original report. Council officers have investigated the issues surrounding this case, but the original court papers no longer exist. It would appear that the Council issued summonses for nuisance against 3 local people concerned with dog walking on fields in the Charterhouse area. The Council subsequently dropped the charges and the case did not reach Court. It would also appear that a letter from Councillor Brandish was an important aspect of that case. This letter confirmed that there are two areas of Charterhouse Fields, the school playing fields and an area of dual use as public open space and education playing field. The proposed lease does not include this latter area.

Supporting documentation.

Conveyance of land dated 8th August 1941 between the executors of Colonel Wyley's Estate and the City Council.

Assent dated 7th January 1942 between the executors of Colonel Wyley's Estate and the Official Trustee of Charity Land.

Agreement dated 10th December 1963 between the Council and the promoters of Blue Coat School

Authority to sell real estate – Wyley 14/6/1967

Conveyance dated 26th June 1967 between the Official custodian of charity land, the Council as trustee of the foundation and the Council as local education authority

Charity Foundation Agreement for Wyley Public Park and Museum – 23/3/1970

Letter from Cllr Brandish 25/10/1973



KEY

EDUCATION TRANSFER TO
TILE HILL COLLEGE 23/03/99

CITY SERVICES & DEVELOPMENT DIRECTORATE
COMMERCIAL PROPERTY MANAGEMENT
FLOOR 11, CIVIC CENTRE 4
MUCH PARK STREET
COVENTRY CV1 2PY
024 7683 2799



AREA HELD BY COUNCIL (NOW) AS TRUSTEES IN ACCORDANCE
WITH REQUIREMENTS OF COLONEL WYLEY'S WILL
FOR PARK/MUSEUM

BCSP 1

FOR IDENTIFICATION PURPOSES ONLY

Drawn by ACB

Scale: NTS

Date
14/04/11

Martin Yardley - Director of City Services & Development
Nigel Clews - Assistant Director, Property Management

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Coventry City Coun



CITY SERVICES & DEVELOPMENT DIRECTORATE
 COMMERCIAL PROPERTY MANAGEMENT
 FLOOR 11, CIVIC CENTRE 4
 MUCH PARK STREET
 COVENTRY CV1 2PY
 024 7683 2799



AREA ACQUIRED BY COUNCIL FROM COLONEL WYLEY'S ESTATE
 AT VALUE WITHOUT RESTRICTION

BCSP 2

FOR IDENTIFICATION PURPOSES ONLY

Drawn by ACB

Date

Scale: NTS

Martin Yardley - Director of City Services & Development
 Nigel Clews - Assistant Director, Property Management

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KEY



LAND TRANSFERRED FROM TRUSTEES TO COUNCIL AS LOCAL EDUCATION AUTHORITY IN 1967

CITY SERVICES & DEVELOPMENT DIRECTORATE
 COMMERCIAL PROPERTY MANAGEMENT
 FLOOR 11, CIVIC CENTRE 4
 MUCH PARK STREET
 COVENTRY CV1 2PY
 024 7683 2799



AREA PROPOSED TO BE LEASED TO BLUE COAT SCHOOL

BCSP 3

FOR IDENTIFICATION PURPOSES ONLY

Drawn by ACB

Date

Scale: NTS

14/04/11

Martin Yardley - Director of City Services & Development
 Nigel Clews - Assistant Director, Property Management

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 COMMERCIAL PROPERTY MANAGEMENT
 FLOOR 11, CIVIC CENTRE 4
 MUCH PARK STREET
 COVENTRY CV1 2PY
 024 7683 2799



LAND OUTSIDE OF THAT PROPOSED FOR INCLUSION WITHIN LEASE
 TO BLUE COAT SCHOOL

BCSP4

FOR IDENTIFICATION PURPOSES ONLY

Drawn by ACB

**Date
 20/04/11**

Scale: NTS

Martin Yardley - Director of City Services & Development
 Nigel Clews - Assistant Director, Property Management

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 Coventry City Coun



THIS AGREEMENT is made the tenth day of December One thousand nine hundred and sixty-three BETWEEN THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF COVENTRY (hereinafter called "the Corporation") of the one part and GRAHAM WILLIAM CLITHEROE of Holy Trinity Vicarage in the City of Coventry Clerk in Holy Orders FRANCIS CHARLES KENDERDINE of 7 Eaton Road Coventry aforesaid Solicitor ERIC ANCRUM BUCHAN of Diocesan House Coventry aforesaid Clerk in Holy Orders JESSE HEIGHTON PROCTOR of Sherbourne Vicarage Warwick Archdeacon of Warwick GEORGE REUBEN FISHLEY of Ladbroke Rectory Leamington Spa Clerk in Holy Orders (hereinafter collectively referred to as "the Promoters") of the other part _____

WHEREAS:-

- (1) By an Agreement dated the twenty-eighth day of July One thousand nine hundred and thirty-nine and made between The Mayor Aldermen and Citizens of the City of Coventry of the one part and the Trustees of the Coventry Blue Coat School of the other part it was agreed pursuant to Section 8(1) (b) of the Education Act 1936 and subject however as therein mentioned that the Proposers as therein mentioned would provide at an estimated cost of TWENTY-FIVE THOUSAND THREE HUNDRED AND SEVENTY-FIVE POUNDS a Public Elementary School for senior children on land in Alderman's Green Road Coventry aforesaid and that the Corporation would make a grant of seventy-five per centum of the amount of the total recognised cost as therein determined and that the Head Teacher of the school for the time being and sixty per centum of the Assistant Teachers for the time being employed in the school should be reserved teachers for the purpose of the said Education Act 1936 _____
- (2) By virtue of the provisions of paragraph 11 (b) of the Third Schedule to the Education Act 1944 (hereinafter called "the said Act") the Agreement hereinbefore recited ceased to have effect but without prejudice to the making of a further Agreement under the said Schedule to the said Act with respect to any revised proposals submitted in accordance with the provisions of the said Schedule _____
- (3)
 - (i) The proposals hereinbefore recited have been revised so as to provide accommodation for about five hundred and ten children mainly of the age of eleven to eighteen years _____
 - (ii) The Promoters will in accordance with this Agreement provide further accommodation for about ninety children of the like ages out of their own resources with the aid of a grant from the Minister of Education (hereinafter called "the Minister") under Section 104 of the said Act subject to any statutory modification in force at the date hereof _____
 - (iii) The total accommodation referred to in this Recital will be for six hundred children of the ages aforesaid and is to be provided in a new Secondary School to be known as "The Coventry Blue Coat Church of England School" (hereinafter called "the said School") _____

- (4) The said school is proposed to be established on land at the rear of Terry Road adjoining The Charterhouse Coventry aforesaid and as more particularly described in Part I of the First Schedule hereto (hereinafter referred to as "the school site") which will be made available for that purpose by the Corporation and which it is intended to vest in the trustees for the said School as the Promoters may direct _____
- (5) The Corporation are satisfied that the establishment of the said School in manner set out in this Agreement will facilitate the execution of provisions relating to school accommodation for senior pupils contained in the development plan and approved under the said Act for the City of Coventry _____
- (6) The works specified in the Second Schedule hereto (hereinafter called "the said Works") are the works required for the erection of the said School and of those works seventeen twentieth parts thereof are required for carrying out the said proposals and three twentieth parts thereof are required for the provision of that part of the said School for which the Promoters are to be responsible with the aid of a grant from the Minister as aforesaid _____
- (7) The plans of the said Works which are to be executed in two phases being the phases set forth in Part I and Part II of the Second Schedule hereto have been approved by the Minister and the Corporation and it has been agreed between the Corporation and the Promoters that the works relating to the first phase as set forth in Part I of the said Second Schedule (which includes that part of the said Works for which the Promoters are responsible as hereinbefore recited) shall be carried out under one contract in accordance with this Agreement _____
- (8) The Corporation have in pursuance of their powers contained in the said Third Schedule to the said Act agreed with the Promoters to enter into the agreements following and the Minister has approved the terms of this Agreement _____

NOW IT IS HEREBY AGREED as follows:- _____

1. The Corporation will as soon as possible after the date hereof endeavour to acquire either by agreement or by way of a compulsory purchase order as the Corporation may deem appropriate that part of the school site which at the date hereof is not owned by them and will when the whole of the school site is in their ownership and possession convey the same at the direction of the Promoters for the purposes of the establishment of the said School upon payment by the Promoters to the Corporation of a sum equivalent to twenty-nine eightieth parts

of the value of the school site as may be agreed between the parties hereto or failing agreement as may be settled on reference to the Lands Tribunal under the Lands Tribunal Act 1949 (or any statutory modification or re-enactment thereof for the time being in force) and the Rules or Regulations for the time being in force thereunder it being understood that nine eightieth parts of the said value as may be agreed or settled as hereinbefore mentioned will be payable to the Promoters by way of grant from the Minister under the said Section 104 as aforesaid _____

2. The Corporation will appropriate and utilise for the purposes of school playing fields for the said School the land adjoining the school site which is more particularly described in Part II of the said First Schedule hereto _____

3. For the purposes of this Agreement the amount representing the cost (hereinafter referred to as "the total recognised cost") shall be determined by the actual cost (inclusive of fees and other incidental expenses) of the said Works specified in the said Second Schedule hereto. Provided that for the purpose of determining the total recognised cost there shall not be included in the actual cost any expenses in excess of the estimated cost as herein mentioned other than expenses of or arising from or otherwise incidental to the carrying out of the said proposals which it is reasonably necessary to incur or have been incurred with the prior approval of the Corporation by reason of variations or alterations to the contract or contracts and other than amounts or expenses arising from increases in the costs of labour and materials properly payable by the Promoters to the Contractor or Contractors for the said Works under the contract or contracts entered into for the execution of the said Works and in case of disagreement on the question whether any such expenses or amounts are to be included as aforesaid the matter shall be determined as between the parties hereto by a person nominated for the purpose jointly by the Corporation and the Promoters or in default of agreement by the Minister _____

4. All tenders issued and all contracts entered into by or on behalf of the Promoters in connection with the carrying out of the said works shall comply with the requirements of the relevant Standing Orders of the Corporation for the time being in force and in particular but without prejudice to the generality of the foregoing the Promoters shall secure that the Contractor or Contractors for the said Works shall enter into a Bond for the due performance of the contract or contracts. No contract shall be entered into by or on behalf of the Promoters for the execution of the said Works or part thereof unless such contract or contracts has or have first received the approval of the Corporation and the Promoters will supply the Corporation with a copy of every contract document _____

5. The Promoters shall nominate and appoint the Architect and Quantity Surveyor and such other professional agents as may be necessary for the proper execution of the said works and shall be responsible to them for the payment of their fees. Such nomination and appointment however shall be subject to the approval of the Corporation. The Promoters shall draw the attention of their said professional agents to the desirability of consulting the Corporation's City Architect and Director of Education as may be appropriate before authorising variations to which the Corporation may subsequently raise objection on the grounds that they were not reasonably necessary to incur in the carrying out of the said works in accordance with the contract or contracts _____

6. The Promoters will use their best endeavours to secure that the phase of the said works as described in Part I of the said Second Schedule (hereinafter called "the first phase of the said works") shall be completed by not later than the twenty-seventh day of November One thousand nine hundred and sixty-four and that the phase of the said works as described in Part II of the said Second Schedule (hereinafter called "the second phase of the said works") shall be completed by not later than such date as may be agreed between the parties here- to or failing agreement as may be determined by the Minister _____

7. In consideration of the agreements on the part of the Promoters herein contained and subject to the observance and performance by the Promoters of the conditions and stipulations herein contained and on the part of the Promote to be observed and performed the Corporation shall make to the Promoters to be applied towards paying for the first phase of the said works a grant (herein- after called "the said first grant") equal to sixty per centum of such amount of the total recognised cost (as determined under Clause 3 hereof) which is attributable to the erection of the buildings comprised in the said School being the first phase of the said works other than the erection or provision of those buildings or accommodation or parts thereof as shown on the said plans herein- before recited which though forming part of the school premises will not be school buildings within the meaning of the said Act as amended AND for the consideration and subject as in this clause provided the Corporation shall make to the Promoters to be applied towards paying for the second phase of the said works a grant (hereinafter called "the said second grant") equal to seventy- five per centum of such amount of the total recognised cost (as determined und- er Clause 3 hereof) which is attributable to the erection of the buildings compri- in the said School being the second phase of the said works other than the erection or provision of those buildings or accommodation or parts thereof as shown on the said plans hereinbefore recited which though forming part of the school premises will not be school buildings within the meaning of the said Ac

as amended AND in respect of such said buildings or accommodation or parts thereof which will not be school buildings as in this clause aforesaid the Corporation will pay to the Promoters the whole of the cost properly incurred by the Promoters in their erection or provision subject however as in this clause provided _____

8. The Promoters will out of monies belonging to or available for the purposes of the said School (other than the said first grant and the said second grant but including such grant or grants as in the next clause hereinafter mentioned) pay or cause to be paid that part of the actual cost (inclusive as aforesaid) of the said works specified in the said Second Schedule hereto which is not covered by the said first grant and the said second grant but nothing in these presents shall be construed as imposing a liability on any person whether as one of the Promoters or in any other capacity to make a payment in respect of the said part of the cost of the said works otherwise than out of such monies as aforesaid _____

9. The Promoters shall as soon as may be after the date hereof and in consultation with the Corporation apply to the Minister for all such grant or grants as may be properly payable by him to the Promoters or Governors of the said School under the said Act or any statutory modification or re-enactment thereof in respect of the expenditure incurred in the establishment of the said School or part or parts thereof it being understood that the amount of such grant or grants is at the date hereof fifteen per centum of the total recognised cost as is attributable to the first phase of the said works excluding from such total recognised cost the cost of the erection or provision of those buildings or accommodation or parts thereof as shown on the said plans hereinbefore recited which though forming part of the school premises will not be school buildings within the meaning of the said Act as amended _____

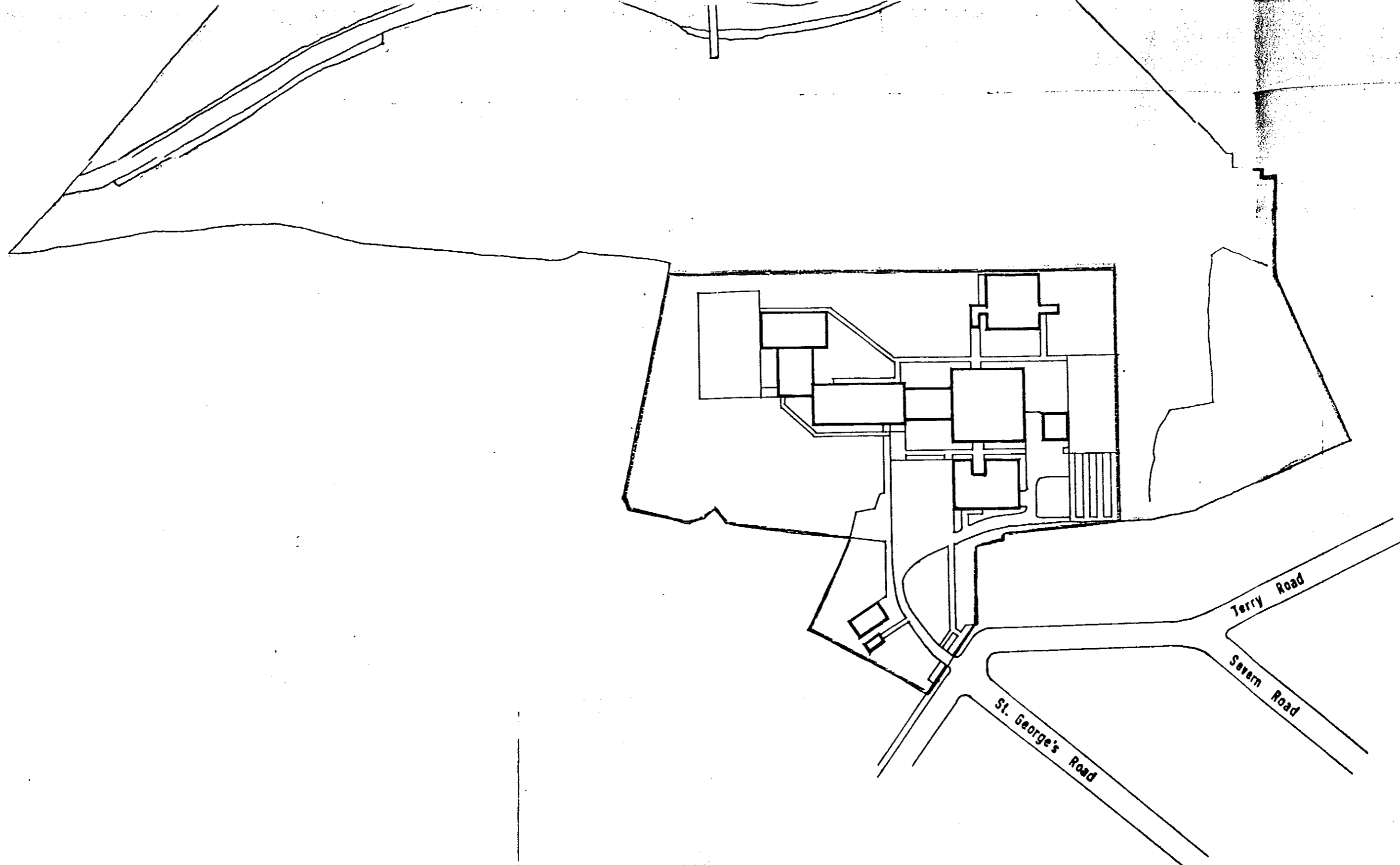
10. In connection with the execution of any contract for the said Works certificates shall be issued by the Promoters' Architect in duplicate and one copy shall be given to the Corporation as authority for the payment to the Promoters of the proportion due to them under this Agreement without prejudice to the ultimate settlement of the amount of the said first grant and the said second grant. The payments by the Corporation on account of the said first grant and the said second grant will be such (as nearly as may be) as are needed to defray the appropriate proportion of every payment in respect of the said Works as it falls due. Other certificates shall be issued in such form as shall be required by the Corporation. Payment shall be made within fourteen days of the receipt of the certificate provided however that the Corporation shall first be entitled to proof

that the Promoters have expended at any time not less than their own due proportion of the cost and also any due proportion paid by the Corporation to the Promoters under this Agreement and in default the Corporation shall be entitled to withhold payment and to treat any obligation on their part to be performed as suspended until such proof has been given. The Corporation shall be entitled to charge the Promoters with any expenditure incurred in consequence of any such proof being delayed and such expenditure shall not form part of the sum on which the said first grant or the said second grant is calculated. The Corporation shall retain in respect of any payments certified as being due to a Contractor or as being due to the Promoters for any other work such sums as the Promoters shall be entitled under the contract or contracts to deduct by way of a retention fund and such sums shall be paid to the Promoters upon the Corporation's City Treasurer accepting as satisfactory the final certificate of the Promoters' Architect. The Corporation shall also retain from any sums payable to the Promoters the proportion payable by the Promoters in respect of any expenditure incurred by the Corporation.

11. Before the issue by the Promoters' Architect of the final certificate of the completion of the first phase of the said works or of the second phase of the said works the Promoters shall supply to the Corporation all such vouchers and documents as the Corporation shall require and the final certificate shall not be issued until the accounts have been accepted by the Corporation as satisfactory. The Corporation shall be entitled to retain for audit purposes for the time being any vouchers or documents so supplied. In default of the submission of satisfactory accounts the Corporation shall be entitled to withhold any sums otherwise due to the Promoters and to recover should they think fit any sums already paid to them under this Agreement.

12. The Promoters shall provide in the contract or contracts that as soon as any of the said Works shall have reached a height of one foot above ground level the same shall be insured on behalf of the Promoters against loss or damage by fire in some insurance office to be approved by the Corporation to the full value thereof and shall increase such insurance to the satisfaction of the Corporation as the first phase of the said Works or the second phase of the said Works as the case may be approaches completion.

13. The Head Teacher for the School for the time being and sixty per centum of the full-time permanent Assistant Teachers for the time being employed in the said School shall be reserved teachers for the purposes of the said Act.



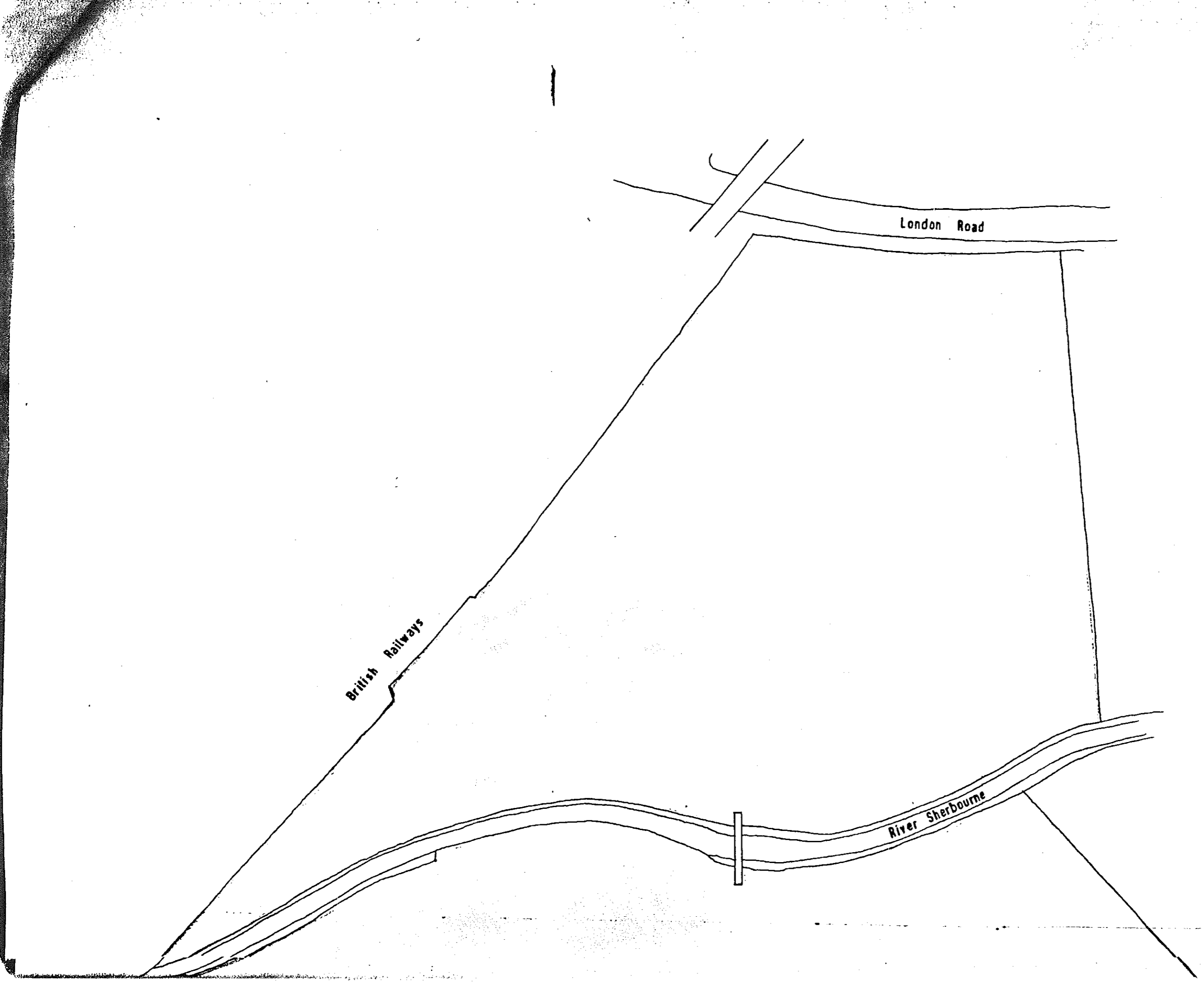
18.05/18.05.18.05

PARTNERS

ARCHITECTS

SCALE

REVISIONS



London Road

British Railways

River Sherbourne

14. The religious worship and religious instruction conducted and given to the pupils attending the said School shall be in accordance with the principles and practice of the Church of England provided that where the parents of any pupils require them to receive religious instruction in accordance with the Corporation's Agreed Syllabus and cannot with reasonable convenience cause those pupils to attend any school at which that Syllabus is in use then unless the Corporation are satisfied that owing to any special circumstances it would be unreasonable so to do arrangements shall be made for religious instruction in the Syllabus to be given to such children in the said School during the times set apart for religious instruction such arrangements to be made by the Governors of the said School or if the Governors are unwilling by the Corporation _____

IN WITNESS whereof the Corporation have caused their Corporate Seal to be hereunto affixed and the Promoters have hereunto set their respective hands and seals the day and year first before written _____

FIRST SCHEDULE

Part I

Description of School Site

ALL THAT piece or parcel of land having a frontage of forty-nine feet to Terry Road Coventry aforesaid and having an area of four acres or thereabouts as shown coloured pink for the purposes of identification on the plan attached hereto

Part II

Description of School Playing Field Site

ALL THAT piece or parcel of land adjoining the school site and having an area of nineteen decimal point one acres or thereabouts as shown coloured grey for the purposes of identification on the said plan attached hereto _____

SECOND SCHEDULE

Part I

Description of First Phase of the said Works

The erection of the said School to the extent of a Three Form-Entry school on the school site in accordance with plans submitted to the Minister and approved by him on the eighteenth day of January One thousand nine hundred and sixty-three and by the Corporation on the fourth day of September One thousand nine hundred and sixty-three at an estimated cost of One hundred and eighty-seven thousand two hundred and forty-three pounds and in accordance with the contract (and documents incorporated therewith) made between the Promoters and the

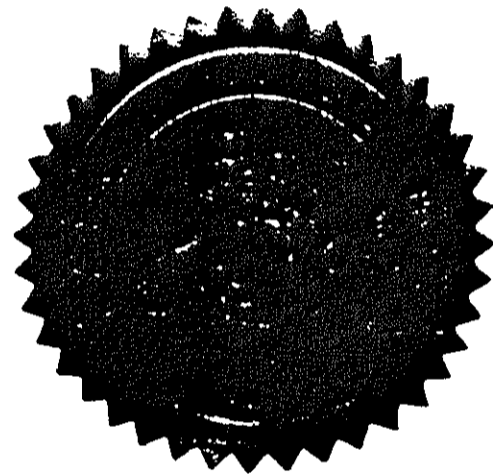
Contractor as approved by the Corporation under Clause 4 of this Agreement _____

Part II

Description of Second Phase of the said Works

The erection of the remaining One Form-Entry portion of the said School on the school site in accordance with plans to be submitted to the Minister and approved by him and by the Corporation at an estimated cost to be determined and in accordance with a contract (and documents to be incorporated therewith) to be made between the Promoters and a Contractor as may hereafter be approved by the Corporation under Clause 4 of this Agreement _____

The Corporate Seal of THE LORD MAYOR
ALDERMEN AND CITIZENS OF THE CITY OF
COVENTRY was hereunto affixed in the
presence of:-



Lord Mayor

[Handwritten signature]

Town Clerk

Signed Sealed and Delivered by the said)
GRAHAM WILLIAM CLITHEROE in the
presence of:-

[Handwritten signature]

[Handwritten notes: 11th, 91, 23, 200]

Signed Sealed and Delivered by the said)
FRANCIS CHARLES KENDERDINE in the
presence of:-

[Handwritten signature: F. Charles Kenderdine]

[Handwritten notes: J. W. Roberts, 1 Eaton Road, Coventry, Solicitors, 100, 100, 100]

Signed Sealed and Delivered by the said)
ERIC ANCRUM BUCHAN in the presence of:-

Eric Ach Buchan

*J. Wynn-Williams.
The Blake Barn
Burgiton, Nr. Coventry.
Secretary*

Signed Sealed and Delivered by the said)
JESSE HEIGHTON PROCTOR in the presence
of:-

J.H. Proctor

*Miss M. Thomas -
County Museum
Warwick
Museum Curator*

Signed Sealed and Delivered by the said)
GEORGE REUBEN FISLEY in the presence
of:-

George Reuben Fishley

*Mr. Van
Lith*

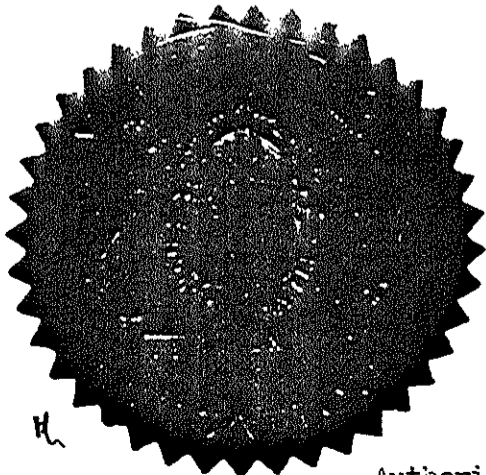
J.P. Wintley of Warwick

MINISTRY OF EDUCATION

ORDER NO. 63/1178 S.

The Minister of Education, in pursuance of Paragraph 1 of the Third Schedule to the Education Act 1944, hereby approves the execution of the above-written Agreement a copy of which numbered 9705 is deposited in the Office of the Ministry.

Given under the Official Seal of the Minister of Education on 13th December 1963.



H.F. Fisher



T H I S A S S E N T is made the Seventh day of January One thousand nine hundred and forty-two B E T W E E N WILLIAM BERTRAM METCALFE WYLEY of "Bredon" Leamington Road Kenilworth in the County of Warwick Manufacturing Chemist PERCY GEORGE LOVEITT of 8 Davenport Road in the City of Coventry Retired Estate Agent and ALBERT HENRY HARRARD of 8 The Quadrant Coventry aforesaid Solicitor (hereinafter called "the Executors") of the one part and the OFFICIAL TRUSTEE OF CHARITY LANDS (hereinafter called "the Official Trustee") of the other part

W H E R E A S

1. William Fitzthomas Wyley late of The Charterhouse in the City of Coventry (hereinafter called "the Testator") by his Will dated the Sixth day of April One thousand nine hundred and Thirty-nine appointed the Executors to be the Executors thereof and thereby devised unto the Mayor Alderman and Citizens of the City of Coventry for the purposes of a Public Park and Public Museum as respectively defined in Section 6 of the Mortmain and Charitable Uses Act 1888 such of the land and premises including his Mansion House known as "The Charterhouse") as are comprised in the following fields and enclosures on the Second Edition 1906 of the Ordnance Survey Map for Coventry namely No. 496 containing 2.614 acres. No. 497 containing .535 acres No. 511. containing 2.422 acres No. 512 containing 3.350 acres and No. 514 containing .549 acres together with a right of way for all reasonable purposes over the carriage way extending from London Road to the Bridge over the River Sherbourne but excluding The Lodge at the London Road entrance and his other lands and premises adjoining or near to his said Mansion House and the Testator directed his Trustees at the expense of his residuary personal estate to take such steps as might be necessary under Section 8 of the Mortmain and Charitable Uses Act 1891 as soon as possible after his death to secure the retention of the said Mansion House and lands for the purposes aforesaid

2. The Testator died on the Eleventh day of August One thousand nine hundred and forty and the Executors duly proved his said Will on the Fifteenth day of March One thousand nine hundred and Forty-one in the Birmingham District Probate Registry

3. The Executors have not sold the said Mansion House and lands within one year of the death of the Testator and the same are now required by law to be vested in the Official Trustee

N O W THIS DEED W I T N E S S E T H as follows:-

1. The Executors as personal representatives of the Testator hereby assent to the vesting in the Official Trustee of ALL THAT Mansion House known as "The Charterhouse" in the City of Coventry TOGETHER with the several fields and enclosures occupied there-with and Nos. 496, 497, 511, 512, and 514 respectively on the Second Edition 1906 of the Ordnance Survey Map for Coventry and containing in area 9.470 acres or thereabouts all of which Mansion House and lands are more particularly delineated on the plan hereto annexed and thereon edged blue for an estate in fee simple

2. The Executors hereby acknowledge the right of the Official Trustee to production of the said Probate and to delivery of copies thereof _____

AS WITNESS the hands of the Executors the day and year first before written

SIGNED by the said WILLIAM
BERTRAM METCALFE WYLEY in the
presence of:-

W.B.M. Wyley

*Francis J. Wyley
136 Reginton St.
Coventry*

SIGNED by the said PERCY GEORGE
LOVEITT in the presence of:-

Percy George Loveitt

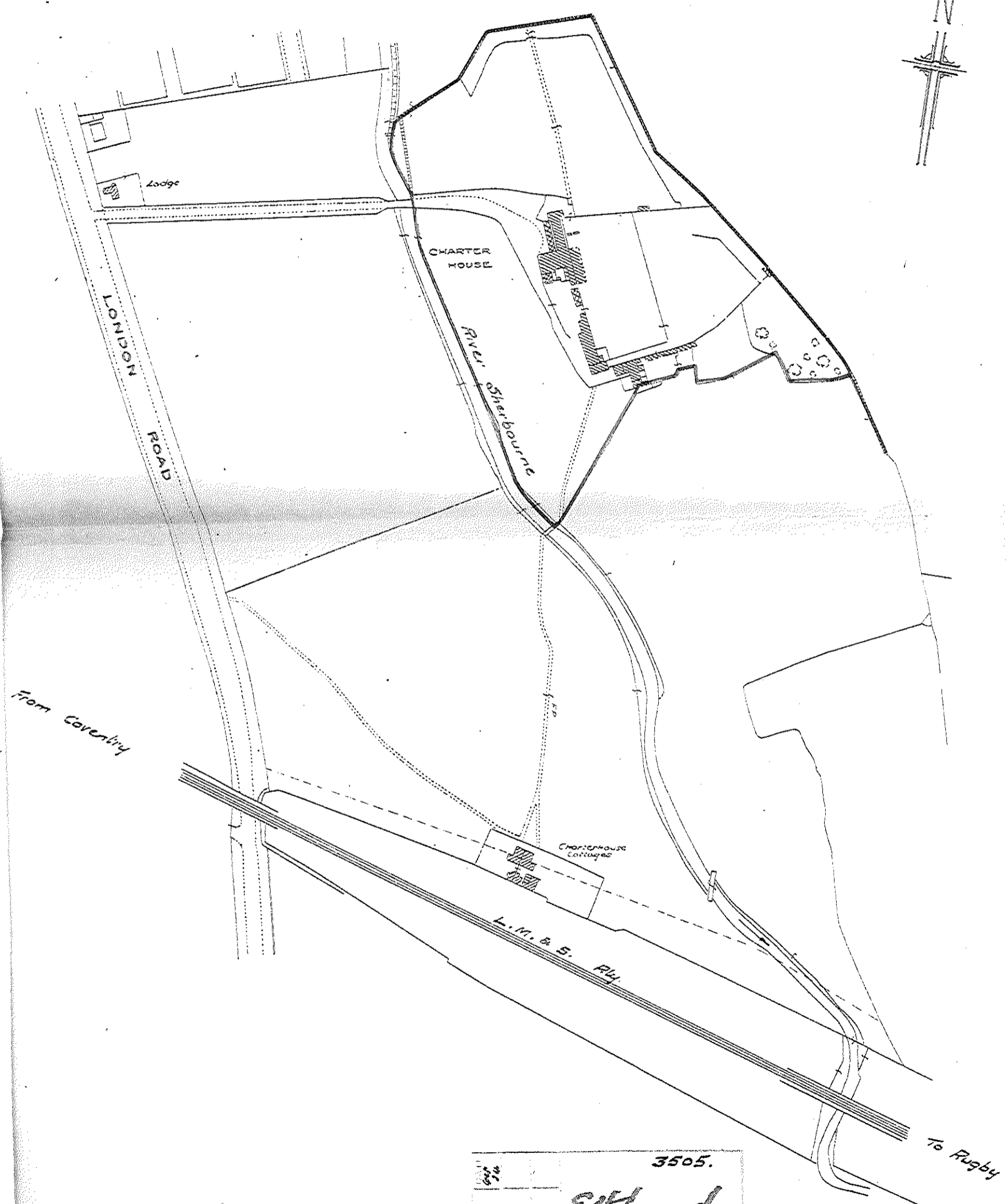
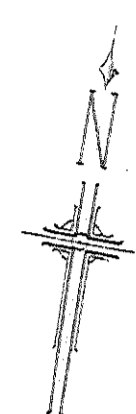
*J. E. S. Duller
& The Quadrant
Coventry
Cashier*

SIGNED by the said ALBERT HENRY
JARRARD in the presence of:-

Albert Henry Jarrard

*J. E. S. Duller
as above*

Plan referred to



Scale 208.33 Feet to one Inch

NO.	3505.
DATE	1921
BY	E.H. Ford.
FOR	REVISED AND
DATE	Oct 24. 1921

E.H. FORD O.B.E. M. INST. C.E.
CITY ENGINEER
COVENTRY

Dated 7th January 1942.

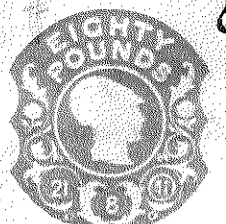
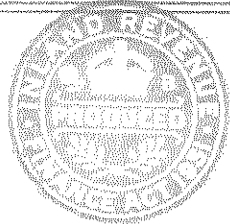
RE: COLONEL SIR WILLIAM
FITZTHOMAS WYLEY deceased.

A S S E N T

-to-

Official Trustee of Charity
Lands.

RECEIVED
9 JAN 1942
123951/RP
CHARITY COMMISSION



This Conveyance is made in English

_____ day of _____ 1891
ninety hundred and forty one **Between William Herbert
Mileage Huley of "Bredon" Birmingham** real estate agent in
the County of Warwick manufacturing Chemist **Wiley Lacey
Lorrell & Co** accountants in the City of Coventry
Estab Agents and Albert Henry Ferrard of the same an
attorney at law and solicitor (hereinafter called "the vendors")
of the one part and **The Mayor Aldermen and Citizens
of the City of Coventry** (hereinafter called "the corporation")
of the other part

Whereas at the date of his death next hereinafter mentioned
John Thomas Huley late of the Churchhouse in the City of
Birmingham deceased "the testator" was seized of the premises
hereinafter described and intended to be hereby conveyed to
the corporation *fee simple in possession*

And whereas the testator died on the _____ day of _____
one thousand nine hundred and forty one being the
sixth day of April one thousand nine hundred and forty one
appointed the vendors to be executors thereof who proved the
same on the fifteenth day of March one thousand nine hundred
and forty one in the Birmingham District Probate Registry

And whereas the vendors have not given or made any
assent or conveyance in respect of the aforesaid premises
the said property or any part thereof

Now whereas the vendors have agreed with the corporation
for the sale to them of the aforesaid premises *fee simple in possession*
of the said property at the price of Sixteen thousand seven hundred
and seventy five pounds subject as hereinafter mentioned

Now this Deed witnesses as follows:

1. In consideration of the sum of Sixteen thousand seven
hundred and seventy five pounds paid by the corporation
to the vendors (the receipt whereof the vendors hereby acknowledge)
the vendors as personal representatives of the testator and in
obedience of their statutory powers hereby convey unto the corporation

That piece or parcel of land containing an area of
23 5 acres or thereabouts with the buildings thereon
situated running through the same situate on the east side of the
London Road in the City of Coventry and bounded on the north
side thereof partly by land formerly in the possession of the
Trustees of the City of Coventry and part by other property of the
Testator on the east side thereof partly by property formerly of the

Al 20/19

Honourable Cecil Saumarez, Esq. and partly by other property of the Testator on the south side thereof by the London, Midland and Scottish Railway and on the west side thereof by the London Road aforesaid Together with the entrance lodge situate adjoining the London Road aforesaid and the two cottages situate adjoining the London, Midland and Scottish Railway aforesaid and the appurtenances thereof All which said property is more particularly delineated on the plan drawn hereon and thereon edged red and as to part coloured brown and forms part of the property conveyed to the Testator as to part by a conveyance dated the Twenty third day of March One thousand eight hundred and eighty nine and made between James Henry Wyley and Frank William Wyley of the one part and the Testator of the other part and as to other part by a deed of exchange dated the Twelfth day of September One thousand nine hundred and thirty three and made between the Testator of the one part and the Corporation of the other part To hold the same unto the Corporation in fee simple Subject to a lease agreement dated the Twenty fourth day of December One thousand nine hundred and three and made between the Corporation of the one part and the Testator of the other part but with the benefit of the agreement on the part of the Testator therein contained (b) the covenant on the part of the Corporation contained in the before mentioned deed of exchange dated the Twelfth day of September One thousand nine hundred and thirty three and (c) the statutory powers of the London, Midland and Scottish Railway Company (if any) over the strip of land coloured brown on the said plan

2. The Vendors hereby acknowledge the right of the Corporation to the production of the documents specified in the Schedule hereon and to delivery of copies thereof

In witness whereof the Vendors have hereunto set their respective hands and seals and the Corporation have caused their Corporate Seal to be hereunto affixed the day and year first before written.

— The Devises above referred to. —

23rd March 1889 Indenture of Conveyance of this date made between James Henry Wyley and Frank William Wyley of the one part and the Testator of the other part

25th March 1889 Indenture of Mortgage of this date made between

1st. January 1891

The Testator of the one part and the said James Henry Wyley and Frank William Wyley of the other part

Indenture of Transfer of Mortgage of this date made between the said James Henry Wyley and Frank William Wyley of the one part and the said James Henry Wyley of the other part

24th. December 1903

Agreement of this date made between the Corporation of the one part and the Testator of the other part

30th. September 1910

Indenture of Reconveyance of this date made between the said James Henry Wyley of the one part and the Testator of the other part

24th. January 1933

Certificate of redemption of title rentcharges

12th. September 1933

Deed of Exchange of this date made between the Testator of the one part and the Corporation of the other part

15th. March 1941

Probate of the Testator's said Will

Signed Sealed and Delivered
by the said William Bertram
Metcalf Wyley in the presence of

Harold. S. Pettitt

Walter R. A. Rothwell Esq.
Solicitor, Coventry

Signed Sealed and Delivered
by the said Percy George
Loveitt in the presence of

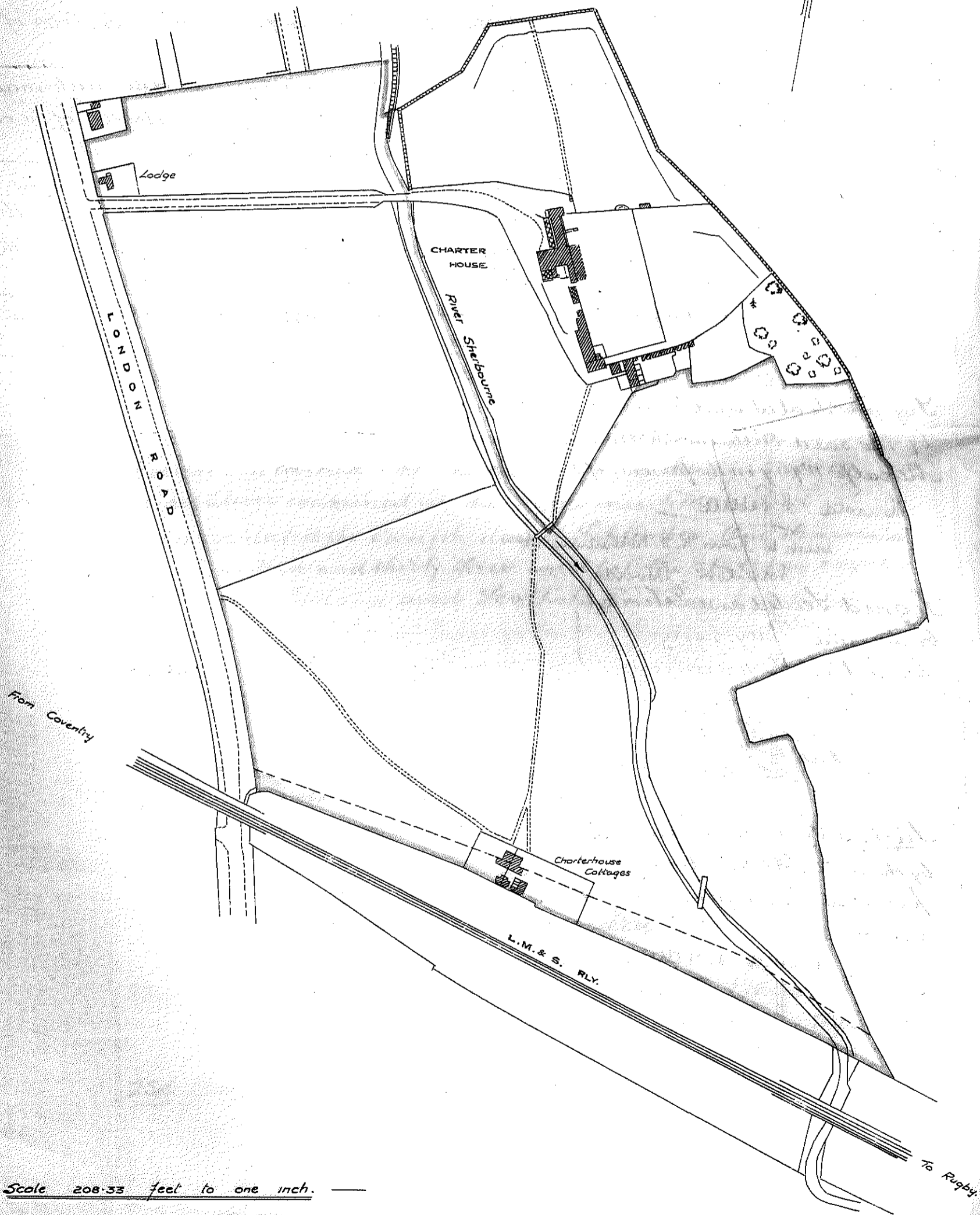
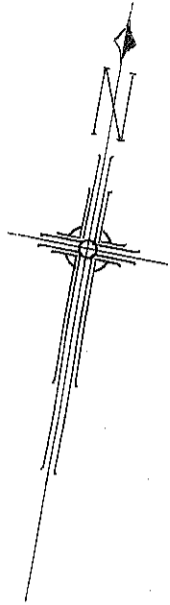
John A. Hill
Clerk with
R. A. Rothwell Esq.
Solicitor

Signed Sealed and Delivered
by the said Albert Henry
Jarrard in the presence of

the said

Harold. S. Pettitt

Plan referred to



Scale 208.33 feet to one inch.

Dated 2nd day of Oct 1941.

Cylermore 2

31 London Road

W. 1157

William Bertram McCalfe
Widow of Percy George Farrell
Esq and Albert Henry Farrard
Esq.

and

The Corporation of Coventry

Conveyance

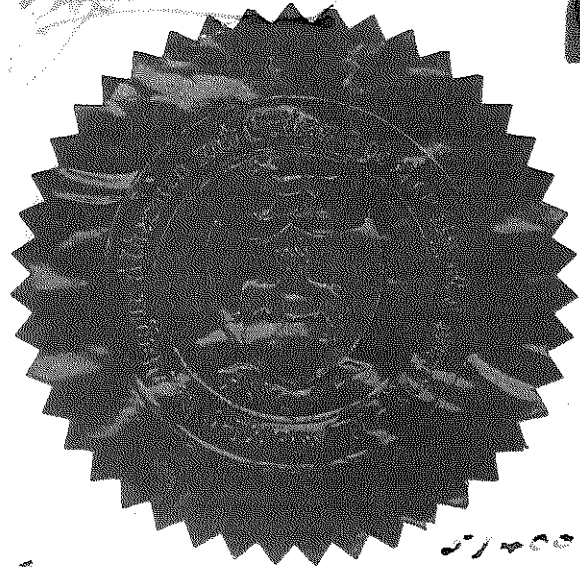
of

land and three messuages situate on
the east side of the London Road in
the City of Coventry

*The Corporate Seal of the Mayor Aldermen
and Citizens of the City of Coventry was
herewith affixed and the same counter-
signed by John Albert Moseley Esquire
Mayor in the presence of*

*R. F. A. Maylan, Clerk in
the Town Clerk's Office
Coventry.*

*J. A. Moseley
Mayor*



Sealed 14th June 1967.

City and County Borough - COVENTRY.

No. 67/797 L.

Foundation - WYLEY FOR PUBLIC PARK AND MUSEUM.

Authority to sell real estate.

ORDER made by the Secretary of State for Education and Science under Section 29 of the Charities Act 1960, in the Matter of the Foundation of Sir WILLIAM FITZTHOMAS WYLEY for a PUBLIC PARK and MUSEUM, in the City and County Borough of COVENTRY.

THE SECRETARY OF STATE FOR EDUCATION AND SCIENCE hereby ORDERS as follows:-

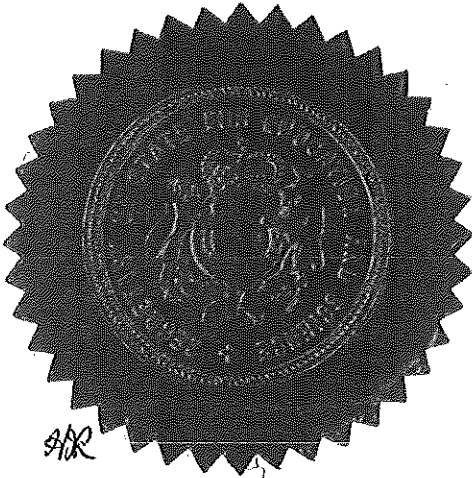
1. The Mayor, Aldermen and Citizens of the City of Coventry in their capacity of Trustee of the above-mentioned Foundation, (in which capacity they are hereinafter referred to as "the Corporation"), may, within one year from the date of this Order, sell to themselves in their capacity of Local Education Authority (in which capacity they are hereinafter referred to as "the Authority") the land described in the Schedule hereto for £300, subject to the condition that all the costs, charges and expenses in connexion with the sale, including the costs of the deduction and verification of any title which may be required to be shown to the land, shall be paid by the Authority.

2. The purchase money when received by the Corporation shall be immediately invested in any of the securities authorised by law for the investment of trust funds.

SCHEDULE

Land, containing 0.95 of an acre or thereabouts, forming part of the grounds of property known as the Charter House, situate to the rear of Terry Road, in the City and County Borough of Coventry and forming Enclosure Number 1046 and part of Enclosures numbered 1044 and 1045 on the Ordnance Survey Map (1937 Revised Edition) of the district.

Given under the Official Seal
of the Secretary of State
for Education and Science
on 14th June 1967.



14/6/67

Authorised under Section 3
of the Education Act, 1944

THIS CONVEYANCE is made the *Twentieth* day of *June*

thousand nine hundred and sixty-seven BETWEEN THE OFFICIAL CUSTODIAN FOR CHARITIES (hereinafter called "the Official Custodian") of the first part THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF COVENTRY (hereinafter called "the Corporation") in their capacity of Trustee of a Foundation known as Sir William Fitzthomas Wyley for a Public Park and Museum (hereinafter called "the Foundation") of the second part and THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF COVENTRY in their capacity of Local Education Authority (hereinafter called "the Authority") of the third part.

WHEREAS:-

- (1) The land hereinafter described and intended to be hereby conveyed is part of the property of the Foundation and as such is held upon charitable trusts for the purpose of a public park and public museum.
- (2) By virtue of an Order made by the Board of Charity Commissioners for England and Wales and sealed on the Twentieth day of February One thousand nine hundred and forty-two in the matter of the charity (then called "Wyley for Public Park and Museum") and by virtue of section 48(6) of the Charities Act 1960 the said land is vested in the Official Custodian in fee simple absolute in possession in trust for the Foundation.
- (3) By an Order made by the Secretary of State for Education and Science on the Fourteenth day of June One thousand nine hundred and sixty-seven under section 29 of the Charities Act 1960 the Corporation was authorised within one year from the date thereof to sell the said property to the Authority for Three Hundred Pounds subject to the conditions therein set forth.
- (4) The Corporation has agreed with the Authority for the sale to it of the said land for an estate in fee simple in possession free from incumbrances at the price of Three Hundred Pounds.

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of THREE HUNDRED POUNDS paid by the Authority to the Corporation (the receipt whereof the Corporation hereby acknowledges) the Corporation in the name and on behalf of the Official Custodian conveys and as Trustee hereby conveys and confirms unto the Authority ALL THAT piece of land containing nought decimal point ninety-five of an acre or thereabouts forming part of the grounds and property known as the Charter House situate to the rear of Terry Road in the City of Coventry and forming Enclosure number 1046 and part of Enclosures 1044 and 1045 on the Ordnance Survey Map (1937 Revised Edition) All which said land is for the purpose of identification only and not by way of limitation



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or enlargement more particularly delineated on the plan attached hereto and thereon edged red TOGETHER WITH and subject to all rights and easements or quasi-easements as now used and enjoyed by and against the land hereby conveyed TO HOLD the same unto the Authority in fee simple.

2. The Corporation hereby acknowledges the right of the Authority to the production of the documents specified in the Schedule hereto and to delivery of copies thereof.

3. IT IS HEREBY CERTIFIED that the transaction hereby effected 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 of the consideration exceeds Four thousand five hundred Pounds.

IN WITNESS whereof the Corporation in the name of and on behalf of the Official Custodian and as Trustee has caused its Corporate Seal to be hereunto affixed the day and year first before written.

THE SCHEDULE above referred to

<u>Date</u>	<u>Description of Document</u>
7th January 1942	VESTING ASSENT between W.B.M. Wyley P.G. LOVEITT and A.H. JARRARD (1) and THE OFFICIAL TRUSTEE OF CHARITY LANDS (2)
20th February 1942	Order made by the Board of Charity Commissioners under the Charitable Trusts Acts 1853 to 1939 in the matter of the Charity of Sir William Fitzthomas Wyley for Public Park and Museum, Coventry
14th June 1967	Order made by the Secretary of State for Education and Science under section 29 of the Charities Act 1960 authorising the sale of the land hereby conveyed

THE CORPORATE SEAL of THE LORD)
MAYOR ALDERMEN AND CITIZENS of)
the City of Coventry was)
hereunto affixed in the)
presence of:-)

[Signature]
Deputy
Lord Mayor

[Signature]
Town Clerk





N. G. B. H. 1111

DATED 21st June 1967

THE LORD MAYOR ALDERMEN AND
CITIZENS OF THE CITY OF COVENTRY
as Trustee of the Foundation of
Wyley for Public Park and Museum

- to -

COVENTRY CORPORATION in
the capacity of Local
Education Authority

CONVEYANCE

relating to the freehold land
containing 0.95 acre or
thereabouts forming part of
grounds and property known as
the Charter House, Terry Road,
Coventry

EGP
has to be signed by June 1967

21/6/67

REGISTRY
FREEHOLD TITLE REGISTERED
TITLE NUMBER WK 65918.

Sealed 23rd March 1970

City and County Borough - COVENTRY

No. 6524 L

Foundation - Wyley Public Park
and Museum

Scheme

SCHEME MADE BY THE SECRETARY OF STATE FOR EDUCATION AND SCIENCE
UNDER SECTION 18 OF THE CHARITIES ACT 1960.

The Foundation

1. In this Scheme the expression "the Foundation" means the Wyley Public Park and Museum, in the City and County Borough of Coventry, founded by the Will of Sir William Fitzthomas Wyley dated 6th April 1939 and proved at Birmingham on 15th March 1941.

Administration and Title

2. The Foundation and its endowment (including the particulars specified in the Schedule to this Scheme) shall be administered in conformity with the provisions of this Scheme under the name of the COVENTRY CHARTERHOUSE.

Trustee and Delegation

3. (1) The Lord Mayor, Aldermen and Citizens of the City of Coventry (hereafter in this Scheme called "the Corporation") shall continue to be the trustee of the Foundation.

(2) For the purposes of this Scheme the Corporation shall act by the Council of the City and County Borough of Coventry and that Council may, subject to such restrictions or conditions as it may think fit, delegate all or any of the functions of the Corporation under this Scheme to a committee of that Council constituted under any statutory provision or to any other body of persons constituted in such manner as it may from time to time determine.

(3) Except in special circumstances, with the approval in writing of the Secretary of State for Education and Science, no member of the said Council or of any committee or other body to whom the exercise of functions is for the time being delegated under this Scheme shall take or hold any interest in any property belonging to the Foundation otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Foundation.

Objects of Foundation

4. The objects of the Foundation shall be -
- (a) the provision and maintenance of a centre for the promotion of education and of the appreciation of the arts; and
 - (b) the provision of a park for the recreation of the public.

Use of Property of Foundation

5. The property for the time being belonging to the Foundation shall be used by the Corporation or by other persons or bodies under arrangements approved by the Corporation in furtherance of the objects of the Foundation specified in clause 4 of this Scheme, except that any part thereof which, in the opinion of the Corporation, is not for the time being required to be so used may be let or used for other purposes in consideration of a proper rent or other payment.

Application of Income

6. After payment of any expenses of administration, the net income of the Foundation (including any sums received in respect of the use of the property of the Foundation) shall be applied by the Corporation in the furtherance of one or both of the objects of the Foundation specified in clause 4 of this Scheme.

Questions under Scheme

7. If any question arises as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, it shall be determined by the Secretary of State for Education and Science, upon such application made to him for the purpose as he thinks sufficient, and such determination shall be binding on the Corporation and all persons claiming under the trusts of this Scheme.

Interpretation

8. The Interpretation Act 1889 shall apply for the interpretation of this Scheme as it applies for the interpretation of an Act of Parliament.

SCHEDULE

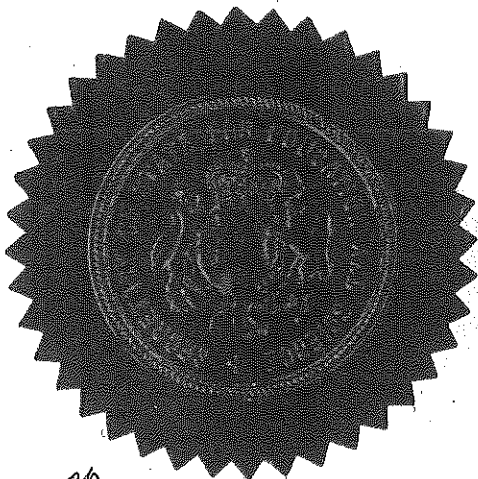
Land, together with the mansion house known as the Charterhouse and other buildings erected thereon, situate in the City and County Borough of Coventry and containing 8.52 acres or thereabouts.

240 Accumulation Shares in the Charities Official Investment Fund.

This Schedule is made up to 17th February 1970.

The Secretary of State for Education and Science orders that the foregoing Scheme be established.

Given under the Official Seal of the Secretary of State for Education and Science on 23rd March 1970.



Herbert Horrell

Authorised under Section 3
of the Education Act 1944.

L2439 12/69 - 70 2/70 - 90

COUNCIL HOUSE
COVENTRY.

FROM: Mr. Councillor W.S. Brandish, J.P.,
31 Oldham Avenue,
COVENTRY,
CV2 5EY.

TO: Mr. Tideswell,
64 St. Margaret's Road,
COVENTRY.

25th October, 1973.

Dear Mr. Tideswell,

I have made enquiries as to the matters giving you some concern; the City Engineer informed me that the wall you complained of is dangerous and that action is being taken to have this put in a safe condition. The fencing being erected along the London Road frontage is for the Bluecoat playing fields only.

The area of ground situated between the London Road, the river and the access road to Charterhouse will still remain under the control of the Recreation Committee, and will be used in a dual capacity as public open space and Education playing field.

It is not intended to fence this area in and therefore local residents and their children will be able to use this area of ground.

I trust that the above information will be of satisfaction to you.

Yours sincerely,

W. S. Brandish J.P.

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