London County Council (Holland House) Act, 1952

15 & 16 GEO. 6 & 1 ELIZ. 2 **Ch. v**

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CHAPTER v

An Act to sanction an agreement for the purchase by the London County Council of Holland House Kensington and grounds for use as a public open space.

[22nd May 1952.]

WHEREAS—

(1) The Right Honourable Giles Stephen Holland Earl of Ilchester (hereinafter referred to as " the Owner ") is the tenant for life within the meaning of the Settled Land Act 1925 of the Holland Park estate which includes Holland House and grounds in the royal borough of Kensington:

(2) Negotiations were initiated in December 1945 by the Owner with the London County Council (hereinafter referred to as " the Council ") for the acquisition of part of the said estate by the Council:

(3) During such negotiations the Bill for the Town and Country Planning Act 1947 was introduced into Parliament and the passing of the Act had the effect of changing the basis upon which the price should be calculated on the compulsory acquisition of land by a local authority in pursuance of a notice to treat served thereafter:

(4) By the Town and Country Planning Act 1947 (Appointed Day) Order 1948 it was provided that the Town and Country Planning Act 1947 (hereinafter referred to as " the Act of 1947 ") should come into force on the first day of July 1948 (hereinafter referred to as " the appointed day "):

(5) Paragraph (*c*) of subsection (4) of section 91 of the Act of 1947 provided in effect that in cases where land was acquired by agreement before the appointed day in pursuance of a contract made after the passing of the Act of 1947 by an authority or person who had power or could have been

authorised to acquire that land compulsorily under any enactment the contract might provide that the acquisition should be based on the 1939 value as prescribed by the Town and Country Planning Act 1944 as would have been the case if the acquisition had been fully completed before the passing of the Act of 1947:

(6) The Owner contended that the Council ought to have invoked the said provisions of section 91 of the Act of 1947 and to have entered into a contract and completed the purchase before the appointed day on the basis contemplated thereby The Council on the other hand contended that the negotiations had not made such substantial progress that the Council was virtually committed to purchase on the basis of the 1939 value and accordingly that the said provisions of section 91 did not apply:

(7) It was agreed in 1949 that the foregoing difference between the Owner and the Council should be referred to an arbitrator for determination as a matter of equity:

(8) In his award dated second day of December nineteen hundred and forty-nine the arbitrator found (inter alia) that the negotiations had made such substantial progress that the Council was virtually committed to purchase on the basis of the 1939 value and that the Council was morally committed to a price on that basis:

(9) After the appointed day it was not competent to the Council to invoke the said provisions of section 91 of the Act of 1947:

(10) Before and since the passing of the Act of 1947 the Council could have been authorised to acquire compulsorily the said estate or any part of it but nevertheless in view of the award of the arbitrator it is the desire of the Council to purchase by agreement the property hereinafter mentioned forming part of the said estate:

(11) Agreement has been reached between the Owner and the Council as to the terms of sale of Holland House and an area of 54 acres or thereabouts forming part of the said estate and it is expedient that such agreement should be sanctioned by Parliament:

(12) The objects of this Act cannot be attained without the authority of Parliament:

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

Short title.

1. This Act may be cited as the London County Council (Holland House) Act 1952.

Interpretation.

2. In this Act—

"the Council" means the London County Council;

"the scheduled agreement" means the agreement dated the sixth day of November nineteen hundred and fifty-one and made between the Right Honourable Giles Stephen Holland Earl of Ilchester of the first part the Right Honourable Helen Mary Theresa Countess of Ilchester and the Right Honourable Edward Kenelm Baron Digby D.S.O. M.C. of the second part and the Council of the third part a copy of which agreement is set out in the schedule to this Act;

"the plan" means the plan attached to the scheduled agreement copies of which plan have been deposited at the Office of the Clerk of the Parliaments in the Private Bill Office of the House of Commons and at County Hall Westminster Bridge.

Scheduled agreement sanctioned.

3. The scheduled agreement together with the plan is hereby sanctioned and effect may and shall be given thereto accordingly.

Land to be held as open space.

4. Upon the transfer to the Council in pursuance of the scheduled agreement of the land thereby agreed to be sold to them the following provisions shall apply:—

(*a*) The Council may upon such terms as they think fit—

(i) sell transfer or lease to the Minister of Works or to the trustees or other governing body of any society or organisation a part not exceeding five acres of the said land for the provision of or in connection with an art gallery or museum;

(ii) sell to the council of the royal borough of Kensington for the purpose of the widening and improvement of Kensington High Street so much of the said land fronting on the said street as is hatched red on the plan;

(*b*) Subject to any exercise by the Council of the powers conferred by the foregoing paragraph (*a*) the Council shall hold the said land for the purposes of the use thereof by the public as an open space in the like manner and subject to the like provisions as if it were an open space acquired by them under the Open Spaces Act 1906.

Saving for town and country planning.

5. This Act shall be deemed to be an enactment passed before and in force at the passing of the Town and Country Planning Act 1947 for the purposes of subsection (4) of section 13 and subsection (1) of section 118 of that Act.

SCHEDULE

AN AGREEMENT made the sixth day of November 1951 between the Right Honourable GILES STEPHEN HOLLAND EARL OF ILCHESTER (hereinafter called "the Vendor") of the first part the Right Honourable HELEN MARY THERESA COUNTESS OF ILCHESTER and the Right Honourable EDWARD KENELM BARON DIGBY D.S.O. M.C. (hereinafter called "the Trustees") of the second part and the LONDON COUNTY COUNCIL (hereinafter called "the Purchasers") of the third part.

1. Subject as hereinafter provided the Vendor shall sell and the Purchasers shall purchase for the sum of £250,000 the fee simple in possession of all that piece of land situate at Kensington in the county of London containing 54 acres or thereabouts and for the purpose of identification only shown upon the plan attached hereto and thereon verged pink Together with the "war damaged" mansion erected upon part thereof and known as Holland House and the other buildings and erections standing thereon And together with full right and liberty for the Purchasers their successors in title the owners or occupiers for the time being of the property hereby agreed to be sold and their respective licensees and invitees (in common with the Vendor and all other persons who have or may hereafter have the like right) from time to time and at all times after completion of the sale and purchase to use that part of the road known as Ilchester Place which runs from the point D on the said plan in a southerly direction to the junction with Melbury Road with or without carts carriages motor cars vehicles horses and other animals the Purchasers from time to time paying one moiety of the expense of maintaining the said road between the points C and D on the said plan in proper repair and condition until the same shall be taken over by the local authority (all which premises are hereinafter called "the said property") Subject to and with the benefit of—

(*a*) so far as concerns the strip of land on the east side of Holland Walk to the south of the Duchess of Bedford's Walk an agreement (for scavenging) dated the 6th day of September 1926 made between the Right Honourable Mary Eleanor Anne Dowager Countess of Ilchester (since deceased) of the one part and the mayor aldermen and councillors of the royal borough of Kensington of the other part;

(*b*) so far as concerns the gardener's cottage fronting Abbotsbury Road the tenancy thereof but only for the period hereinafter mentioned;

(*c*) so far as concerns the whole with the exception of that part which is hatched red on the said plan the covenants restrictions and provisions hereinafter mentioned;

but otherwise free from incumbrances.

2. A copy of the said agreement for scavenging dated the 6th day of September 1926 having been produced to the Purchasers' solicitor the Purchasers shall be deemed to have full notice of the contents thereof.

3. For some time past the Vendor has been negotiating with the royal borough of Kensington for the transfer to that borough for road widening purposes of a strip of land at the southern end of Holland Walk and shown hatched red on the said plan The Vendor shall be entitled to continue such negotiations and if they are concluded in a manner satisfactory both to the Vendor and the Purchasers before the Bill hereinafter referred to receives Royal Assent to vest such land in such borough and retain any consideration received in respect thereof The transfer to the said borough shall not include the ornamental iron gates standing on some part of such land which are in any event to be included in the property to be sold to the Purchasers and in the event of such land having been vested in the said borough or an agreement for the transfer thereof having been entered into before the date of such Royal Assent clause 4 of the schedule hereto shall be replaced by the following clause that is to say "4. The Purchasers shall preserve and maintain in good order and condition the ornamental iron gates situate at the point marked X on the said plan" If on the date of such Royal Assent such land shall not have been vested in such borough or an agreement for the transfer thereof shall not have been entered into such land shall be included in and form part of the land to be conveyed to the Purchasers.

4. (i) The said property with the exception of that part which is hatched red on the said plan is sold and will be conveyed subject to the stipulations and conditions mentioned in the schedule hereto The due performance of such stipulations and conditions shall be secured to the Vendor's satisfaction by proper convenants to be entered into by the Purchasers with the Vendor and other proper provisions to be inserted in the conveyance of the said property Those of the convenants which are negative shall be so framed as on the one hand to bind so far as possible the said property (except as aforesaid) into whosesoever hands the same may come and on the other hand to enure for the benefit of and be annexed to all and every part of the property of the Vendor shown on the said plan and verged green.

(ii) The parties hereto may at any time by deed or writing either with or without consideration in money or otherwise release waive or modify or agree to release waive or modify any of the said stipulations and conditions.

5. The title to the greater part of the said property shall commence with the will (dated in 1903) of the Right Honourable Henry Edward Earl of Ilchester who died in the year 1905 and which will was proved in the Principal Probate Registry in the year 1906 and the Purchasers shall assume (as the fact is) that the testator was at his death seised of such part of the said property in unincumbered fee simple The private roadway known as Holland Walk was included in the property of which the said testator died seised but was in error omitted from the First Schedule to but is included in the plan to a vesting deed dated the 15th day of January 1926 and made between the Right Honourable Mary Eleanor Anne Dowager Countess of Ilchester (hereinafter called "the said Countess") and Vesey John Dawson of the one part and the said

Countess of the other part and the Purchasers shall assume (as the fact is) that the said Holland Walk became vested in the said Countess by virtue of the said vesting deed.

6. The title to that part of the said property which comprises No. 1 Holland Park and the terraces adjoining is registered at His Majesty's Land Registry with absolute title The title thereto shall consist of a copy of the register and an authority to inspect the same.

7. The said property is settled land within the meaning of the Settled Land Act 1925 and accordingly the Vendor will sell as tenant for life and convey as Trustee.

8. The Purchasers shall not make any requisition or objection as to the permitted use of the said property or any part thereof for the purposes of the Town and Country Planning Act 1947 or otherwise and nothing herein contained or implied shall be taken as a representation or warranty that the said property can be used for the existing or any other purpose.

9. The Purchasers shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any adjoining or neighbouring property of the Vendor for building or any other purposes The conveyance shall contain a reservation or provision for giving effect to this condition.

10. The purchase shall be completed in the office of the Vendor's solicitors Messrs. Fladgate and Company of 70 Pall Mall S.W.1 six weeks after the date when the Bill hereinafter referred to shall receive the Royal Assent.

11. On the day following the date when the said Bill receives the Royal Assent the Purchasers shall be entitled to enter into vacant possession of the said property (excepting the gardener's cottage) and shall as from the said day following the Royal Assent until the actual completion of the purchase pay to the Vendor interest upon the said purchase money at the rate of £3 10s. per centum per annum or such other rate as may from time to time be or have been prescribed by H.M. Treasury by regulations made under section 57 (2) of the Town and Country Planning Act 1947.

12. Vacant possession of the hereinbefore mentioned gardener's cottage shall be given to the Purchasers six months after the said Bill receives the Royal Assent or upon such earlier day (after Royal Assent) upon which the same shall become vacant.

13. The Vendor and the Trustees shall be entitled to retain such compensation as they may hereafter receive under Part VI of the Town and Country Planning Act 1947 in respect of the said property or any part thereof Provided nevertheless that if the total amount received as such compensation shall when added to the said purchase price of £250,000 exceed the sum of £715,000 the Trustees shall forthwith repay to the Purchasers the amount of such excess up to but not exceeding the sum of £150,000 The Vendor or the Trustees shall in any case produce to the Purchasers satisfactory evidence showing the amount of compensation payable in respect of the said property to the Vendor or the Trustees or either of them.

14. The Vendor and the Trustees shall also be entitled to retain such amount (if any) as they may receive in respect of the said property or any part thereof as a value payment under the War Damage Act 1943.

15. (*a*) It is not within the competence of the Purchasers to acquire the said property on the terms and conditions set forth in this agreement and accordingly the Purchasers agree with the Vendor that they will as soon as practicable promote at their own expense and thereafter diligently proceed with a Bill in Parliament to sanction such acquisition and will use their utmost endeavours to secure that such Bill becomes law during 1952 The Vendor will not oppose the said Bill and will support the same and his nominees will if required so to do by the Purchasers give evidence in such support For the purpose of this clause the expression " the Vendor " shall be deemed to include the Trustees for the time being of the settlement under which the said property is held.

(*b*) This agreement shall be scheduled to the Bill and shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration therein it shall be competent to any party to withdraw from this agreement.

(*c*) If the Bill shall be rejected or shall fail to become law during the year 1952 this agreement shall be void and of no effect and be without prejudice to the parties hereto in any present or future actions proceedings matters or things.

16. Rents and profits and outgoings are to be received and paid by the Vendor to the date when the said Bill receives the Royal Assent and by the Purchasers as from that date and are to be apportioned if need be.

17. The Purchasers shall from the date of this agreement if the said Bill receives Royal Assent take over all benefit to be derived by the Vendor or the Trustees under any existing policy of insurance against fire the Purchasers repaying to the Vendor the proportionate part of the current premium from the day of the date hereof and all premiums hereafter to become due and which at the Purchasers' request may be paid by the Vendor.

18. Without prejudice to the duty of the Vendor to disclose on or before the date of this agreement all latent easements and other liabilities known to the Vendor to affect the said property the said property is sold subject to any land tax tithe redemption annuity rights of way and water and other rights easements and quasi-easements liabilities and public rights affecting the same.

19.—(1) The Vendor shall indemnify the Purchasers and the property in respect of any local land charge affecting the said property which has been registered under the Land Charges Act 1925 before the date hereof and in respect of any requirement by a local authority affecting the said property of which the Vendor has notice before the date hereof.

(2) If any requirement in respect of the said property be made after the date hereof against the Vendor by any local authority the

Vendor shall proceed to comply with the same but provided that the Bill hereinbefore referred to receives the Royal Assent the Purchasers shall on completion of the purchase repay to the Vendor the amount of money expended by the Vendor in satisfying either wholly or in part the said requirement If and so far as the requirement has not been satisfied before completion of the purchase the Purchasers shall keep the Vendor indemnified against liability in respect thereof.

20. The Purchasers are on completion to pay the sum of £3,150 as a contribution towards the Vendor's surveyor's costs and his legal expenses which sum is to include the Vendor's costs of deducing title and conveyance as provided by the Lands Clauses Consolidation Act 1845.

21. For the purposes of clauses 12 13 14 and 19 hereof the completion of the sale of the said property to the Purchasers shall if necessary be deemed to be part performance only of this agreement.

In witness whereof the Vendor and the Trustees have hereunto set their respective hands and seals and the Purchasers have caused their common seal to be hereunto affixed the day and year first before written.

The SCHEDULE

1. Subject as hereinafter provided the Purchasers shall forthwith erect and thereafter maintain a fence or wall of a suitable height type and style between the points marked A B C and J K L on the said plan and shall also maintain in good order and condition the existing fencing between the points marked C D and E G or any other fencing or wall of a suitable height type and style which the Purchasers may erect in substitution for the said existing fencing Nothing hereinbefore contained shall restrict the right of the Purchasers to construct maintain and close such entrances and gates between points C D and E G as the Purchasers may from time to time determine.

2. The Purchasers shall not erect any public convenience within fifty feet of that part of the boundary of the said property which lies between the points marked Y G H and I on the said plan nor within one hundred feet of that part of the boundary which is marked by the letters P and E nor shall they erect any building of a height exceeding fifteen feet within fifty feet of that part of the boundary which is marked by the letters P and E as aforesaid the said distances from the line P E being indicated by green and by yellow colours respectively on the said plan.

3. The Purchasers shall not use that part of the said property which is shown hatched black and in part coloured green and yellow on the said plan nor any part thereof for any of the following purposes that is to say (*a*) a swimming pool or open air bath (*b*) a place for dancing or for the performance of band music (*c*) a car park permanently laid out for the use of the general public (but so that it shall be lawful for the land in question to be used when so required but not specially surfaced for the parking of cars of visitors to or persons having business at the said property hereby agreed

to be sold) (*d*) a track for any game recreation or athletics (*e*) a rifle range (*f*) an amusement fair or (*g*) a children's playground.

4. The Purchasers shall until Kensington High Street shall have been widened by the incorporation therein of the strip of land shown hatched red on the said plan preserve and maintain in good order and condition the ornamental iron gates situate at the point marked X on the said plan and after such road widening has been completed re-erect the same or cause them to be re-erected at the entrance from Kensington High Street to the said property and thereafter preserve and maintain the same in good order and condition.

5. The Purchasers shall also maintain the statue of Lord Holland (the position whereof is shown on the said plan) in as good order and condition as the same shall be at the date of completion of the sale and purchase (but so that the Purchasers shall not be responsible for its deterioration through natural causes) Provided that this clause shall not restrict the Purchasers from moving the said statue to a different position on the said property.

Signed sealed and delivered by the said the Right Honourable GILES STEPHEN HOLLAND EARL OF ILCHESTER in the presence of } ILCHESTER.

ANTHONY F. MOIR
70 Pall Mall S.W.1
Solicitor

Signed sealed and delivered by the said the Right Honourable HELEN MARY THERESA COUNTESS OF ILCHESTER in the presence of } HELEN M. T. ILCHESTER.

DORIS LLEWELLYN
62 St. George's Square
London S.W.1
Nursing sister

Signed sealed and delivered by the said the Right Honourable EDWARD KENELM BARON DIGBY in the presence of } DIGBY.

ELIZABETH CHILD
Cerne Abbey
Dorchester
Secretary .

Sealed by order

HOWARD ROBERTS
Clerk of the Council.

Table of Statutes referred to in this Act.

Short Title	Session and Chapter
Open Spaces Act 1906	6 Edw. 7. c. 25.
Settled Land Act 1925	15 & 16 Geo. 5. c. 18.
Town and Country Planning Act 1944	7 & 8 Geo. 6. c. 47.
Town and Country Planning Act 1947	10 & 11 Geo. 6. c. 51.

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