



This Conveyance

is made the
fifteenth
day of

June One thousand nine hundred and thirty nine.
 Between Henry Arthur Benyon of Englefield
 House Theale in the County of Berks Esquire (hereinafter
 called "the Vendor") of the first part Gerald Gustave
 Howell Palmer of 31 St. James Place London S.W.1.
 Esquire M. P. Elizabeth Mary Palmer of Prior's
 Court Chieveley in the said County of Berks Spinster
 Rodney Howell Palmer of Fittleton Manor
 Aetherabon in the County of Wilts a Captain in His
 Majesty's Army Neil William Gardiner of
 Great Auckum Burghfield in the said County of Berks
 Esquire and Denis Harold Palmer Gardiner
 of The Chantry Joybridge in the County of Devon
 Esquire (hereinafter called "the Donors") of the second
 part and the said Neil William Gardiner,
 Sir George Robert Mowbray Baronet of
 "Warenes Wood Mortimer in the said County of Berks
 and John Anderson Hill of Glenapp Mortimer
 aforesaid Esquire M. P. C. S. L. P. C. P. (hereinafter
 called "the Original Trustees") of the third part.

Whereas the Vendor is seized of the hereditaments
 hereinafter described and expressed to be hereby
 conveyed for a legal estate in fee simple in possession
 but otherwise free from incumbrances and holds the

same for his own use and benefit absolutely and has agreed with the Donors for the absolute sale thereof to the Donors at the price of Two hundred and thirty pounds.

And whereas upon the treaty for the said sale it was agreed that this conveyance should contain the several exceptions covenants and provisions hereinafter contained.

And whereas the Donors in memory of their late grandfather Dⁿ. Alfred Palmer are desirous of causing the said property to be vested in the Original Trustees as a recreation ground for the benefit of the Inhabitants of the Parishes of ^{Stratfield} Mortimer and Wokefield in the County of Berks and have also paid to the Original Trustees the sum of Two hundred and seventy pounds for the purposes herein appearing.

Now this Conveyance witnesseth
And it is hereby agreed and declared as follows:-

1. This Conveyance is made in pursuance of the said agreement for sale and in consideration of the sum of Two hundred and thirty pounds on or before the execution of these presents paid by the Donors in equal shares to the Vendor the receipt whereof the Vendor hereby acknowledges.
2. The Vendor as Beneficial Owner and at the request of the Donors hereby conveys and the

Donors as Settlers hereby convey and confirm unto the original Trustees ^{SS} that piece of land situate partly in the Parish of ^{Stratfield Mortimer} Mortimer (hereinafter called) County of Berks and partly in the Parish of Mortimer West End in the County of Southampton on the North side of the road leading from Mortimer to Mortimer West End and being Ordnance Survey Numbers 497 and 49 on the respective Ordnance Survey Maps for the said Parishes (1900 Edition) and having a total area of 5.105 acres or thereabouts Which said piece of land is by way of identification only delineated and coloured pink on the plan drawn hereon To hold the same Unto the Original Trustees in fee simple.

3. The Original Trustees to the intent and so that the covenant hereinafter contained shall at all times hereafter be binding on the said lands and premises hereby assured and enure for the benefit and protection of the lands next hereinafter mentioned and of every part of such lands do hereby for themselves and their successors in title jointly and each of them doth for himself and his successors in title separately covenant with the Vendor and his successors in title the owner or owners for the time being of the adjoining and adjacent properties being Ordnance Numbers 513, 498, 495, 496 and 468 in the said Parish of Mortimer and 43, 51, 136, 138, 53

and 54 in the said Parish of Mortimer West End (the positions whereof are indicated on the said plan and thereon coloured green) that subject as herein after provided the Trustees and their successors in title will at all times hereafter in relation to the lands and premises hereby assured observe and perform the stipulations and regulations contained in the First Schedule hereto.

Provided always that none of the original Trustees shall be personally liable in damages for any breach of the foregoing covenant occurring after he shall have parted with all interest in the premises in respect of which such breach shall occur.

4. The Vendor hereby acknowledges the right of the Original Trustees to production of the documents specified in the Second Schedule hereto (the possession of which documents is retained by the Vendor) and to delivery of copies thereof and hereby undertakes with the Original Trustees for the safe custody of the same documents.

5. 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 Five hundred pounds.

6. The Donors and the Original Trustees at the request of the Donors hereby declare as follows:-
- (a) The Original Trustees or other the trustees or trustee from time to time of this deed (hereinafter called the Trustees) will hold the land hereby conveyed as a public ground for the resort and recreation of and as playgrounds for or otherwise for the benefit of the inhabitants of the Parishes of Mortimer and Wokefield in the County of Berks.
 - (b) The Trustees shall so soon as reasonably practicable cause the said land to be vested in the Official Trustee of Charity Lands.
 - (c) Trustees may retire or be appointed or removed in accordance with the provisions set out in the Third Schedule hereto.
 - (d) The user of the said land shall be governed by the provisions set out in the Fourth Schedule hereto.
 - (e) The management and direction of the said land shall be and remain in the Trustees or in such other person or persons corporation or body to whom the Trustees may transfer such management with the consent of the Charity Commissioners for England and Wales.
 - (f) The Trustees may delegate the task of seeing to the carrying out of the rules and regulations

of the Trustees to a Committee of Management to be constituted in such manner and to have such rights and duties and to be regulated by and meet in accordance with such condition and bye-laws (if any) and to act for such period or periods as the trustees may from time to time prescribe.

(g) The Original Trustees hold the said sum of Two hundred and seventy pounds upon trust that the Trustees shall expend thereout a sum (not exceeding One hundred pounds) in erecting (in memory of D^{ty} Alfred Palmer deceased) an entrance gate to the said land on the South side thereof and causing a suitable inscription to be placed on such gate.

(h) The Trustees shall hold so much of the said sum of Two hundred and seventy pounds as shall not be expended under the provisions of the last preceding paragraph of this Clause and all grants of moneys received by the Trustees from the Government or any public body under any existing or future statute and all moneys received for the use of courts or pitches and all other moneys (whether capital or income) received by the Trustees in respect or for the purposes of the said ground upon trust to expend the same in the

layout establishment equipment and maintenance of the said land for the purposes aforesaid and (so far as practicable) to make the use of such land free to all.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The First Schedule above referred to

Particulars of the restrictive stipulation affecting the lands conveyed by the above written Deed.

Except as hereinafter provided no house or other building shall at any time hereafter be erected on the land conveyed by the above written Deed.

Provided always that the foregoing restriction shall not prevent the erection of (1) a Gate Keeper's hut or (2) a Groundsman's cottage or (3) a tool or tackle shed or (4) any building reasonably required or appropriated for a sport or game such as a swimming bath or a court for squash racquets or badminton or a pavilion or (5) a Hall for the use of the Village generally.

The Second Schedule above referred to.

Particulars of the Documents to which the above written acknowledgment and undertaking relate.

| No. | Date of Document | Parties to Document | Nature of Document |
|-----|---------------------------------|--|---|
| 1. | 1897 September 29 th | James Herbert Fellowes (1) George Edward Lake (2) | Disentailing Assurance |
| 2. | 1935 June 28 th | | Probate of the Will of James Herbert Benyon deceased. |
| 3. | 1935 July 6 th | Henry Arthur Benyon and The Reverend Francis Edward Trelawny. | Assent in favour of the said Henry Arthur Benyon. |

The Third Schedule before referred to.

Regulations as to the appointment removal and retirement of trustees.

1. The power of appointing a trustee in the place of Neil William Gardiner or of any person succeeding

(whether immediately or not) shall be vested in such of the Donors as may from time to time be living and thereafter such trustee shall be elected by a meeting of such of the inhabitants of the parishes of Mortimer and Wokefield as are entitled to a Parliamentary Vote and the provisions of Clause 3 of this Schedule shall apply accordingly.

2. If at any time the said Sir George Robert Mowbray desires to cease to act as a trustee he may nominate some person to act in his place during his lifetime and subject as aforesaid the place of the said Sir George Robert Mowbray shall be taken by the Chairman for the time being and from time to time of the Parish Council of Mortimer or by some nominee of his but such nominee shall cease to be a trustee on the person appointing him ceasing to be chairman of such Parish Council.

3. The said Mr John Anderson Hill shall hold office for a term of three years from the date hereof and after he ceases to be a trustee any new trustee in his place or in the place of any person succeeding (mediately or immediately) to his place shall be elected at a meeting of such of the inhabitants of the Parishes of Mortimer and Wokefield as are entitled to a Parliamentary Vote and shall hold office for a period of three years

from the date of his or her election but under this provision not more than one person shall be elected to fill any vacancy. No person shall be entitled to be elected under the provisions of this Clause unless his name, address and occupation (if any) is lodged with the Clerk to the Parish Council of Mortimer at least three days before such meeting. The time and place of such meeting and the procedure to be adopted thereat shall be in accordance with such rules and regulations as may from time to time be made by the trustees for that purpose.

The Fourth Schedule above referred to

Regulations as to user of the land conveyed by the above written Deed.

1. The Trustees may let the grazing rights and may let a weekly pitch to any sports club for a season at a rent
2. Admission to the ground shall be free on all days of the year except such days (not being more than twelve days in all in any one year) as the Trustees may select. Of such twelve days not more than four days shall be consecutive and none shall be a Sunday and not more than two shall be

Public Holidays.

3. Charges made for the use of or for admission to the ground and for the use of courts pitches etc. shall not be more than shall in the opinion of the trustees be required for the mere upkeep and maintenance of the ground and shall be kept as low as possible and (if other income is sufficient for the purpose) shall not be charged at all.

4. The land shall not nor any part thereof ever be used for the discussion or exposition of political religious or trade questions or opinions or any other matter of controversy.

5. The trustees may make such Rules and Regulations (among others) as they think fit in regard to the user of the land by the inhabitants of any School College or Institution in the said Parishes.

Signed Sealed and Delivered
by the above named Henry
Arthur Benyon in the presence
of:-

Law Clerk

English, Thrale, Berks.

Land Agent.

Henry A. Benyon

Signed Sealed and Delivered
by the above named Gerald
Eustace Howell Palmer in
the presence of:-

Witnesses
2nd Vicar
21, 3rd Avenue, London
Private Secretary

Gerald E. H. Palmer

Signed Sealed and Delivered
by the above named Elizabeth
Mary Palmer in the presence
of:-

Witnesses
High. Banns
S. Giles, Vicarage, Reading
Clerk in Holy Orders.

Elizabeth M. Palmer

Signed Sealed and Delivered
by the above named Rodney Howell
Palmer in the presence of:-

Witnesses
W. D. D. D.
12th Royal Lancers. A. A. shot.
Soldier servant - K. M. Forces.

Rodney H. Palmer

Signed Sealed and Delivered
by the above named Neil
William Gardiner in the
presence of:-

Neil W. Gardiner
The Sun, Kidmore End Oxon.
Private Secretary.

Neil W. Gardiner

Signed Sealed and Delivered
by the above named Denis
Harold Palmer Gardiner
in the presence of:-

D. H. Gardiner

Witness Name - J. M. Fleming
Address - The Grange,
occupation - ^{Superintendent}
Builder

Signed Sealed and Delivered
by the above named Sir
George Robert Mowbray in
the presence of:-

George Mowbray

Witness Name - Victor G. Ricketson
Address - Wareson Wood, Merton
occupation of - ^{Banks}
Butler

Signed Sealed and Delivered
by the above named John
Anderson Hill in the
presence of:-

J. Anderson Hill

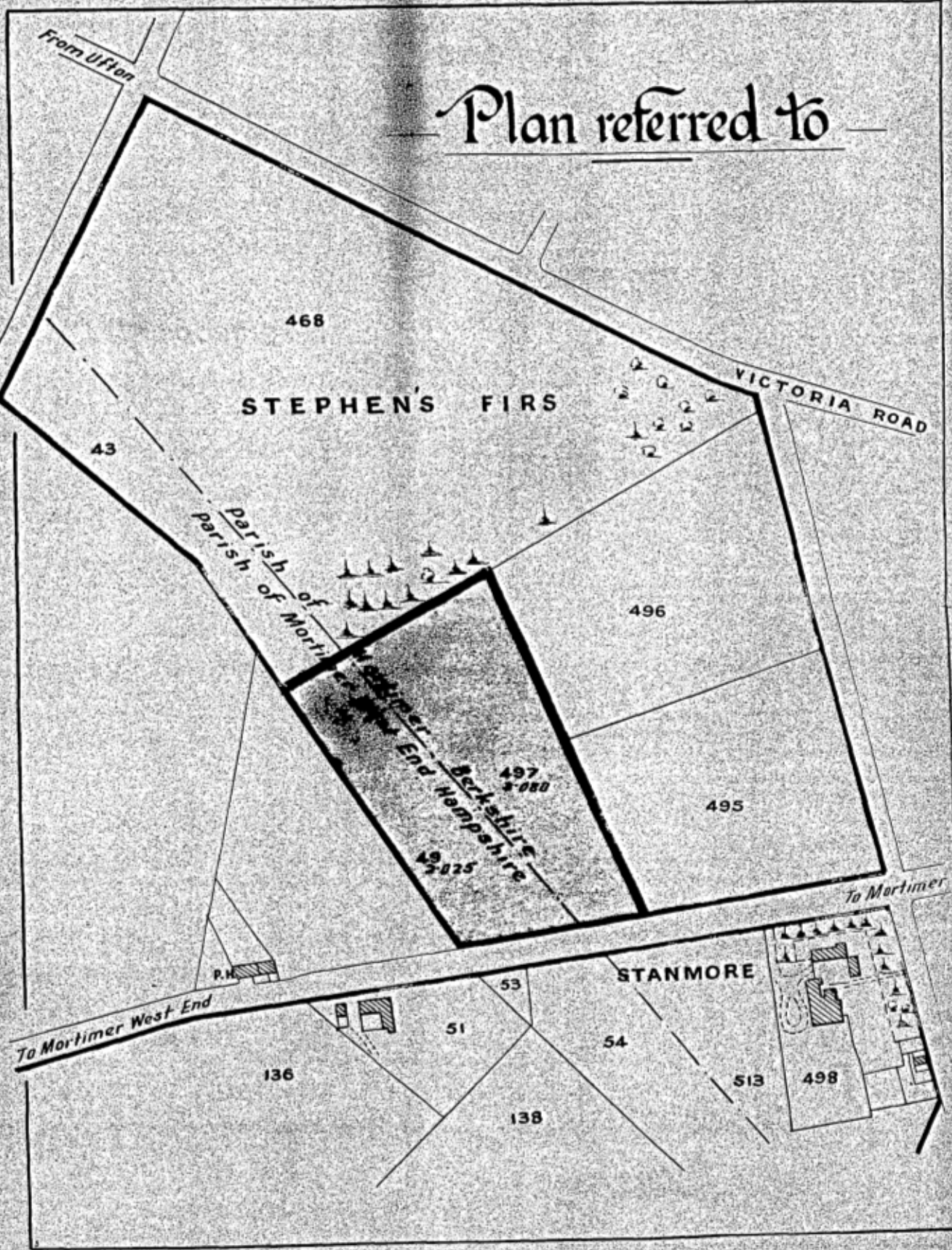
Witness Name - G. W. Thorp.
Address - Theats Farm
Mortimer
occupation of -
Farmer.



RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29(4) OF THE SETTLED LAND ACT, 1925.

20th September 1939

Plan referred to



1027



Sealed 5th March 1940.

County - BERKS.
Parishes - STRATFIELD MORTIMER
and WOKEFIELD.
Charity - RECREATION GROUND.



781

B.

40

122,199.

Stamp 10s.

Order for
Vesting in Official Trustee
of Charity Lands.

CHARITY COMMISSION.

In the Matter of the Charity known as the RECREATION GROUND,
for the benefit of the Parishes of STRATFIELD MORTIMER
and WOKEFIELD, in the County of BERKS, comprised in a
Deed of Conveyance dated the 15th June 1939; and
In the Matter of "The Charitable Trusts Acts, 1853 to 1939".

THE BOARD OF CHARITY COMMISSIONERS FOR ENGLAND AND WALES,
upon an application made to them on the 6th October 1939, in
writing, signed by
NEIL WILLIAM GARDINER, of Great Auclum, Burghfield, Esquire;
Sir GEORGE ROBERT MOWBRAY, Baronet, of Warenes Wood; and
JOHN ANDERSON HILL, of Glenapp, Esquire, M.R.C.S., L.R.C.P.,
both in Stratfield Mortimer; all in the County of Berks;
being the Trustees of the above-mentioned Charity:

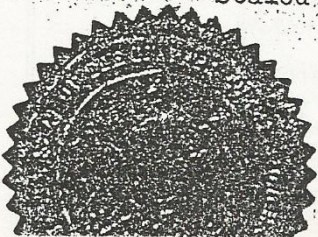
DO HEREBY ORDER that the lands and hereditaments specified
in the Schedule hereto, shall forthwith vest in "The Official
Trustee of Charity Lands" for all the estate and interest therein
belonging to or held in trust for the Charity.

SCHEDULE.

Land containing 5.105 acres, or thereabouts, having a frontage
to the North side of the road leading from Stratfield Mortimer to
Mortimer West End situate partly in the Parish of Stratfield Mortimer,
in the County of Berks, and partly in the Parish of Mortimer West
End, in the County of Southampton and numbered 497 and 49 on the
respective Ordnance Survey Maps for the said Parishes (1900 Edition)
and comprised in the above-mentioned Conveyance dated the 15th
June 1939, made between Henry Arthur Benyon of the first part,
Gerald Eustace Howell Palmer and four others of the second part,
and Neil William Gardiner and two others of the third part, and
recorded in the books of the Charity Commissioners pursuant
to the provisions of Section 29 (4) of the Settled Land Act, 1925,
on the 20th September 1939.

Sealed by Order of the Board this 5th day

of March 1940.



W. F. Fox

SECRETARY.