

MEMORANDUM: By a deed dated 4th February 1986 between the Official Custodian for Charities (1) G.W.N. Palmer, L. Strang and I.L.C. Bray (2) and Newbury D.C. (3) rights were granted to Newbury D.C. in respect of the construction and use of a foul drain under the north western corner of the land comprised in the within written Conveyance and the right of Newbury D.C. to reproduction of the within written Conveyance was thereby acknowledged.

Dated 8th April 1954

W. H. Brakspear & Sons
L^{td}

To
Neil William Gardiner
Esquire and Others.

Conveyance

of
Freehold land in the Parish
of Mortimer West End in
the County of Southampton
as an extension of the
Recreation Ground thereto adjoining.

S. H. G.

RECEIVED
131944/AD
27 APR 1954
CLERK OF THE COMMISSION

Sealed 11th June 1954.



Stamp 10s.

2934

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

54

H.
131,444.

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, founded by a
conveyance dated the 15th June 1939; and
In the matter of the Charitable Trusts Acts, 1853 to 1939.

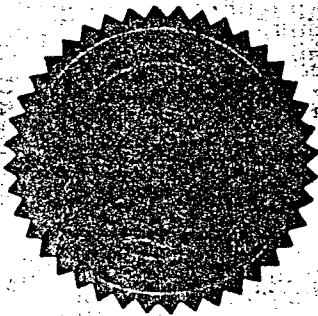
THE BOARD OF CHARITY COMMISSIONERS FOR ENGLAND AND WALES DO
HEREBY ORDER that the land specified in the schedule hereto shall
vest forthwith in The Official Trustee of Charity Lands for all
the estate and interest therein belonging to or held in trust
for the Charity.

SCHEDULE.

Land containing 1.4 acres or thereabouts situate at Mortimer
West End in the County of Southampton having a frontage on the
south to West End Road and being comprised in a conveyance dated
the 8th April 1954 made between W.H. Brakspear and Sons Limited
of the one part and Neil William Gardiner and two others of the
other part.

Sealed by Order of the Board this 11th day

of June 1954.



M. Richard

SECRETARY

3-6-547

11.5. 8/100



This Conveyance

is made the *eight* day of



April

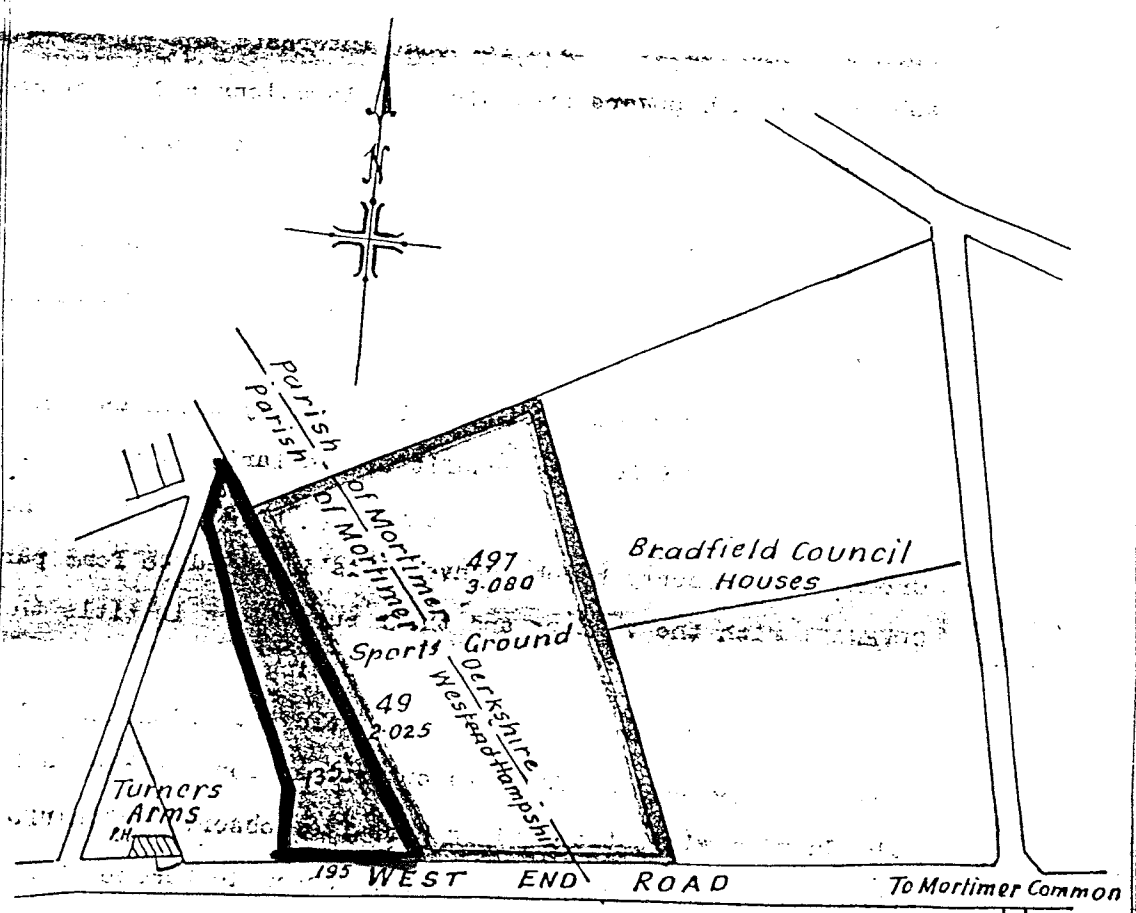
One thousand nine hundred and fifty four

day of



BETWEEN W.H. BRAKSPEAR & SONS LIMITED whose Registered Office is at The Brewery, New Street, Henley-on-Thames in the County of Oxford (hereinafter called "the Vendors") of the one part and NEIL WILLIAM GARDINER of Great Audlum, Burghfield Common, in the County of Berks, Director of Public Companies, 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.R.C.S., L.R.C.P. (hereinafter called "the Original Trustees") of the other part

WHEREAS the Vendors are seised of the hereditaments hereinafter described and expressed to be hereby conveyed for a legal estate in fee simple in possession free from incumbrances and have



agreed with the Original Trustees for the sale thereof to the Original Trustees at the price of Two hundred and ten pounds subject to the covenants hereinafter contained

N O W THIS DEED W I T N E S S E T H 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 TEN POUNDS on or before the execution of these presents paid by the Original Trustees to the Vendors the receipt whereof the Vendors hereby acknowledge
2. THE Vendors as Beneficial Owners HEREBY CONVEY unto the Original Trustees A L L THAT piece or parcel of land fronting to the West End Road situate at Mortimer West End in the County of Southampton containing by admeasurement 1.4 acres or thereabouts and adjoining on the North East side thereof the Recreation Ground fronting West End Road which said piece or parcel of land hereby conveyed is for the purpose of identification delineated on the plan drawn hereon and is therein coloured pink T O HOLD the same unto the Original Trustees in fee simple
3. THE Original Trustees shall hold the property hereby conveyed upon the Charitable Trusts for such interests and purposes and subject to such powers provisions declarations and agreements as are expressed declared or referred to in and by the Deed of Conveyance mentioned in the First Schedule hereto
4. THE Original Trustees to the intent and so that the covenant hereinafter contained shall at all times hereafter be binding on the said property hereby conveyed for themselves and other the Trustees or Trustee for the time being of the Charity known as "The Recreation Ground for the Benefit of the Parishes of Stratfield Mortimer and Wokefield in the County of Berks" (of which Recreation Ground the property hereby conveyed is intended to form part) COVENANT with the Vendors and their successors in title the owner or owners for the time being of the adjoining or adjacent property known as "The Turner's Arms" and the land held therewith that the Original Trustees or other the Trustees or Trustee for the time being of the said Charity will at all times hereafter observe and perform the stipulations mentioned in the Second Schedule hereto
5. THE Original Trustees shall as soon as reasonably practicable cause the said land hereby conveyed to be vested in the Official

Trustee of Charity Lands.

6. THE Vendors hereby acknowledge the right of the Original Trustees to production of the documents specified in the Third Schedule hereto (the possession of which documents is retained by the Vendors) and to delivery of copies thereof and hereby undertake with the Original Trustees for the safe custody of the same documents.

7. 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.

I H W I T N E S S whereof the Vendors have caused their Common Seal to be hereunto affixed and the Original Trustees have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE above referred to

PARTICULARS OF THE DEED whereby the land edged green on the said plan was assured to the Original Trustees

THE CONVEYANCE dated the 15th day of June 1939 and made between Henry Arthur Benyon (Vendor) of the first part Gerald Eustace Howell Palmer, Elizabeth Mary Palmer, Rodney Howell Palmer, the said Neil ~~William Gardiner and Denis Harold Palmer Gardiner~~ (Dohors) of the second part and the Original Trustees of the third part whereby the land edged green on the said plan was vested in the Original Trustees as a Recreation Ground

THE SECOND SCHEDULE above referred to

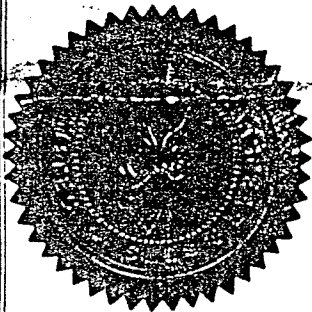
PARTICULARS OF THE STIPULATIONS affecting the land conveyed by the above written Deed

- (a) To forthwith erect and for ever after to maintain a split chestnut fence or oak posts not less than four feet high along the whole of the western boundary of the property hereby conveyed.
- (b) To build in the said fence a suitable gate of a type and size to be approved by the Vendors and for ever after to maintain such gate. The first cost of erection of such gate shall be paid to the Original Trustees by the Vendors but the Original Trustees or their Committee of Management shall hold the key of such gate.
- (c) Not at any time hereafter to carry on or allow or permit to be carried on upon the property hereby agreed to be sold or any part thereof or any building now or hereafter erected thereon or upon any part thereof the trade or business of a brewery distillery mineral water factory hotel inn public house beer-house or the manufacture thereon of any beer wines spirits ale cyder or any malt or spirituous or intoxicating liquors and not at any time to use the property hereby

conveyed or permit the same to be used in such a way as to cause damage or nuisance to the Vendors or to the adjoining or adjacent property retained by them known as "Turner's Arms"

THE THIRD SCHEDULE above referred to
PARTICULARS OF THE DEEDS AND DOCUMENTS retained by the Vendors

Date	Nature of Deed	Parties thereto
3rd March 1913	Conveyance	Harry George Powell (1) W.H. Brakspear & Sons Limited (2)
3rd March 1913	Second Mortgage	W.H. Brakspear & Sons Limited (1) Harry George Powell (2)
28th July 1914	Reconveyance (endorsed on Second Mortgage)	Harry George Powell (1) W.H. Brakspear & Sons Limited (2)
9th January 1920	Reconveyance	George Coveney Bird and Henry Ross Bird (1) W.H. Brakspear & Sons Limited (2)
20th June 1939	Mortgage	W.H. Brakspear & Sons Limited (1) Ernest Barton (2)
7th November 1951	STATUTORY RECEIPT (endorsed on Mortgage dated 20th June 1939) by Frank William Trehearne and Rosie Harriet Clisby, Executors of the Will of Ernest Barton deceased	



(THE COMMON SEAL of W.H. Brakspear & Sons Limited was hereunto affixed in the presence of:

W. Brakspear Director
L. V. Widdley Secretary

SIGNED SEALED and DELIVERED by the)
 above named Neil William Gardiner)
 in the presence of:

Witness Audrey's father
Address: 509 Stoken Road
Reading, Reading.
Companion Secretary

Neil William Gardiner

SIGNED SEALED and DELIVERED by the)
 above named Sir George Robert)
 Mowbray, Baronet, in the presence)
 of:

Witness *G. M. M.*
Address: Flat 2, Avenue House, Upper Warren Ave., Reading.
Companion Clerk.

George Robert Mowbray

SIGNED SEALED and DELIVERED by the)
above named John Anderson Hill in)
the presence of:

J. Anderson Hill

J. A. H.



Witness
Address
Occupation

E. Mary Leatherstone
Fordlands, Maine, Seals
Secretary - Dispenser