

Dated 24th December 1932

*Miss Edith Mary Karlake Price
and others*

to

*The Churchwardens of the
Church and Parish of Tintinhull in
the County of Somerset*

Convenance

of

*a piece of land in the Parish of
Tintinhull Somerset as a Recreation
Ground*

This convenance is made the twenty fourth day of December One thousand nine hundred and thirty two **Between** Edith Mary Karslake Price of Beechworth Cottage Malvern in the County of Worcester Spinster John Athelstan Laurie Riley of Manoir de la Trinite in the Island of Jersey Esquire Richard Redfern Lechmere James of 36 John Street Bedford Row in the County of Middlesex Esquire and The Reverend Thomas John Watts of Fenstanton Manor St Ives in the county of Hunts Clerk in the Holy Orders (hereinafter called “the Vendors”) of the first part The Reverend James Thomand O’Bryen Horsford of Tintinhull in the County of Somerset Clerk in Holy Orders Estcourt Southcombe of the Limes and Ephraim Boycott of Queen Street both in the Parish of Tintinhull aforesaid Gentlemen the present Perpetual Curate and Churchwardens of the Church and Parish of Tintinhull in the County of Somerset (hereinafter called “the Perpetual Curate and Churchwardens”) of the second part the said Estcourt Southcombe and Ephraim Boycott (hereinafter called “the Grantees”) of the third part and The Parish Council of Tintinhull in the County of Somerset (hereinafter called “the Council) of the fourth part

Whereas

- (a) The Reverend Salisbury James Murray Price late of the Mansion House Tintinhull aforesaid Doctor of Divinity being at the date of his death seised of the property hereinafter described for an estate in fee simple in possession free from incumbrances died on the tenth day of February one Thousand nine hundred and twenty six having by the joint effect of his Will dated the twenty seventh day of April one thousand nine hundred and twenty and a Codicil thereto dated the twenty second day of January One thousand nine hundred and twenty six appointed the Vendors to be is Executors and they duly proved the said Will and codicil and another codicil dated the twenty sixth day of January One thousand nine hundred and twenty six in the Principal Registry on the eleventh day of June One thousand nine hundred and twenty six
- (b) A sum of Two hundred and eighty eight pounds has recently been collected and is now in the hands of the Grantees for the purpose of acquiring the said property hereinafter described to the intent that the same may be held by the Grantees and their successors for the purposes authorised by the Recreation Ground Act 1859 or some of them under the management direction and control of the Council
- (c) The Vendors have agreed to sell the said property hereinafter described to the Grantees at the price of Two hundred and eighty eight pounds

Now this Deed made in pursuance of the said agreement and in consideration of the sum of Two hundred and eighty eight pounds now paid by the Grantees to the Vendors (the receipt whereof the Vendors hereby acknowledge) **witnesseth** and it is hereby agreed and declared as follows that is to say

I The Vendors as personal representatives by virtue of the said Act of Parliament and of all other powers statutory or otherwise them in any wise enabling hereby convey and grant unto the Grantees as trustees for public ground for the Parish of Tintinhull in the County of Somerset All that piece of land in the Parish of Tintinhull aforesaid containing about One acre three roods and twenty eight perches being part of a piece of land No. 213 on the Ordnance Survey map (1903 Edition) containing Two acres and five perches and which is delineated on the plan hereto and thereon edged with red (hereinafter referred to as the property) And also the full and free right of running of water and soil through pipes and drains under the adjoining land coloured yellow on

the said plan to and from the road on the East side of the said adjoining piece of land and to enter upon the said adjoining piece of land and lay and maintain pipes and drains for the purpose of exercising the said right of running of water and soil Reserving nevertheless unto the Perpetual Curate and Churchwardens for the time being of the said Parish of Tintinhull or other the Trustees for the time being of the School shown on the said Plan and the site of which was conveyed to the then Perpetual Curate and Churchwardens of the said Parish un the powers conferred by the School Sites Act 1841 and 1844 by a Deed dated the fourteenth day of September One thousand eight hundred and forty eight the right and privilege mentioned in the next following Clause hereof to the intent that such right and privilege may be annexed to and devolve with the said School **to hold** (subject to the said right and privilege) unto the Grantees in fee simple as public ground for the purposes of the Recreation Grounds Act 1859 subject to the provisions conditions restrictions and stipulations hereinafter contained

- 2 The piece of land shown on the said plan hereto and thereon marked “Asphalt Tennis Court and School Playground” shall within twelve months after the execution of these presents be laid out by the Council as an Asphalt Tennis Court and the Perpetual Curate and Churchwardens for the time being of the said Parish of Tintinhull or other the Trustees for the time being of the said School shall have the exclusive use of the said piece of ground between the hours of 8.30 a.m. and 5 p.m. on every weekday during the week except on Saturdays or during School holidays as a playground for the School children together with the right of approach to the same from the school yard as indicated on the said plan
- 3 The sole management direction and control of the said Recreation Ground shall be and remain in the Council
 - (1) The Council shall have the power to set apart such portions of the property as shall in their opinion be suitable and of such total extent as they shall consider reasonable for the special use of clubs or associations identified with the Parish of Tintinhull for the purpose of playing any outdoor games approved by the Council
 - (2) The Council may permit any part of the property to be used during such part of the year as the Council shall think fit for the purpose of camp by the Boy Scouts the Church Lads Brigade the Girl Guides or any similar organisation
- 4 The powers conferred by the last preceding clause of these presents shall be so exercised as not to interfere with the user of the Recreation ground within the meaning of the Recreation Grounds Act 1859 and the Local Government Act 1894
- 5 No buildings of any description whether temporary or permanent shall be erected on the property with the exception of:
 - (i) Pavilions for the use of members of the Parish Parish (sic) Clubs or associations formed for the purpose of playing outdoor games approved by the Council
 - (ii) Lavatories and tool sheds
- 6
 - (1) The property or any part thereof shall not be used for the purposes of professional football matches motor cycle races or dog races
 - (2) No alcoholic liquor shall be sold on the property or any part thereof

(3) Subject to Section 44 of the Public Health Acts Amendment Act 1890 as applied by Section 8 of the Local Government Act 1894 no admission fee shall be charged to the public at any time

7 The Council for themselves their successors and assigns hereby covenant with the vendors at all times hereafter duly perform and observe the stipulations and restrictions contained in Clauses 2 and 5 to 7 inclusive hereof and also with the Perpetual Curate and Churchwardens as Trustees of the said School duly give effect to the reservation contained in Clause 1 hereof and to perform and observe the stipulations contained in Clause 2 hereof

8 The vendors hereby acknowledge the right of the Grantees to production of the documents mentioned in the Schedule hereto and to delivery of copies thereof

9 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

In witness whereof the said parties to this Deed have hereunto set their hands and seals the said Escourt Southcombe

The Chairman presiding at a meeting of the said Parish Council and Harold Purchase of Queen Street Tintinhull aforesaid and Arthur John Farthing of Queen Street aforesaid two other members of the said Parish Council have at the said Meeting for and on behalf of the said Parish Council set their hands and seals the day and year first above written

The Schedule *hereinbefore referred to*

10th October 1913 Convenance of this date between The Right Honourable David Viscount Arbuthnot of the first part The Honourable William Arbuthnot Walter Charles Warner Arbuthnot and James Nicholson Macphail of the second part and the said Salisbury James Murray Price of the third part

11th June 1926 Probate of the Will and two Codicils thereto of the said Salisbury James Murray Price

Signed sealed and delivered by the said Edith Mary Karslake Price in the presence of

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Emily Banner
Beechworth Cottage Maclrom
House-maid to Miss Price

Signed sealed and delivered by the said John Athelstan Laurie Riley in the presence of

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Alfred P de la Penha
United University Club
London
Barrister-at-Law

Signed sealed and delivered by the
said Richard Redfern Lechmore
James in the presence of

}

Francis Drane
36 John Street Bedford Road
London WC1
Solicitors Managing Clerk