

Dated 27th November 1922

A. C. King Esq^{re}

— to —

Admiral Sir Reginald
Hugh Spencer-Bacon
and others.

Conveyance

— of —
Land at Braishfield, Hants
for the purpose of a Recreation
Ground.—

2845



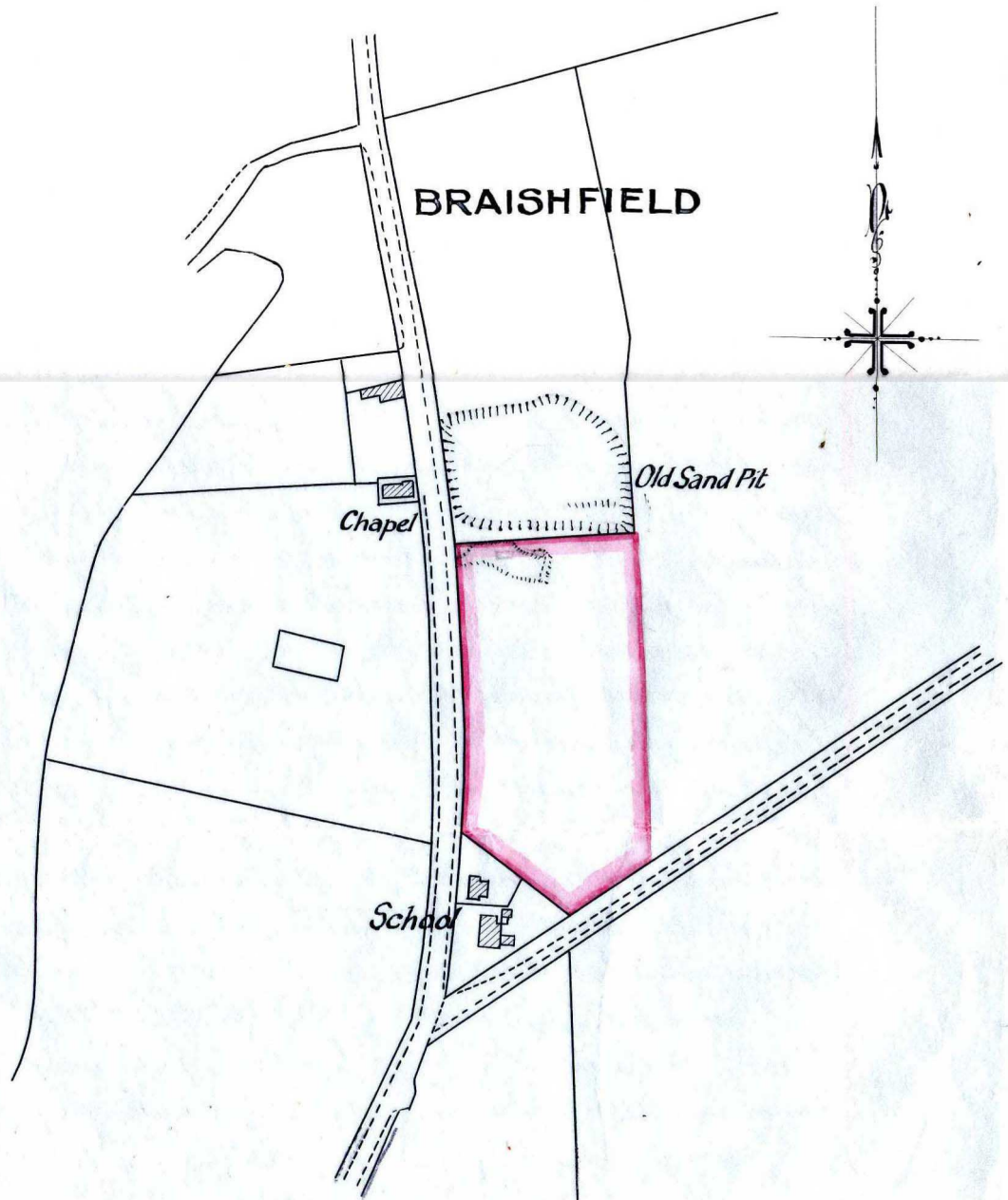
This Indenture

made the twenty seventh day of November One thousand nine hundred and twenty two



Between Alfred Charles King of Braishfield Manor in the County of Southampton Esquire (hereinafter called 'the Grantor'), of the one part and Admiral Sir Reginald Hugh Spencer Bacon of Braishfield Lodge William Gladstone Owen of Elm Grove both in Braishfield aforesaid and the said Alfred Charles King of the other part **Whereas** the Grantor is seized of the hereditaments expressed to be hereby assured for an estate of inheritance in fee simple in possession free from incumbrances **And whereas** the Grantor being deeply interested in the welfare of the inhabitants of Braishfield is desirous of assuring the said hereditaments in manner hereinafter expressed for the benefit of the said inhabitants **Now this Indenture witnesseth** that in pursuance of his said desire and in consideration of the premises and of divers other good considerations He the Grantor as Settlor doth hereby grant and convey unto the said Reginald Hugh Spencer Bacon and William Gladstone Owen and their heirs **That** piece of land situate in the Parish of Braishfield in the County of Southampton containing three acres one rood and eight poles or thereabouts bounded on the North and East by other land of the Grantor on the South partly by Braishfield School and partly by a public highway and on the West by a public highway all which said premises are delineated on the plan drawn on these presents and are thereon coloured red **To hold** all the said premises unto the said Reginald Hugh Spencer Bacon and William Gladstone Owen and their heirs to the use of the said Reginald Hugh Spencer Bacon William Gladstone Owen and Alfred Charles King (hereinafter called 'the Trustees') in fee simple Upon trust to preserve the same subject to the provisions hereinafter appearing for the resort and recreation of the inhabitants of Braishfield aforesaid **Provided** always and it is hereby declared that the Trustees shall and may at all times hereafter have and at their discretion exercise the following powers

1. *That all times to appropriate, such part as in their opinion the occasion may, from time to time, require of the land hereby granted, and the pleasure grounds, and walks for a public recreation ground for the use and enjoyment of the inhabitants of Braishfield, and to admit them thereto free of charge except as hereinafter provided*
2. *To let a part of the said land to any private club or clubs person or persons for the purpose of games or other recreation or for such other like purpose as they shall think fit, not involving the erection of buildings*
3. *To make and enforce such bye laws, rules and regulations and to do all such acts, and things as they shall deem expedient for the proper management, use and occupation of the said premises*



4 It any time hereafter notwithstanding anything in these presents contained to reserve or let upon such occasion and for such purposes as they shall think fit that portion of the premises which shall be appropriated as a public recreation ground for not exceeding twelve days in any one year but not at any time for more than three or consecutive days.

5 To apply all net rents and profits received from the said premises or any part thereof in or towards the upkeep and management of the said public recreation ground or in promoting or assisting any enterprise or sport for which the said ground may at any time be used such as providing prizes for a flower show to be held on the said ground or any such like purpose
(a) Not to use or suffer to be used at any time hereafter upon the said premises any penny in the slot machine.

(b) To use the name "Braishfield Recreation Ground" by which the said premises will in future be known.

(c) Not at any time to obstruct the access of light or air to any house or other building now or hereafter to be erected upon the lands of the grantor abutting upon the premises hereby granted or any doors windows or other openings therein nor to permit or suffer anything to be done or omitted which may be a nuisance or annoyance to the grantor or his tenants on the land adjoining the hereditaments hereby granted.

The Trustees and the survivors or survivor of them hereby covenant with the grantor his heirs and assigns.

(1) For ever after to permit the said premises to be used and enjoyed in accordance with the true intent and meaning of these presents.

(2) To erect and for ever after to maintain to the satisfaction of the grantor his heirs and assigns a good and sufficient boundary fence of a height of not less than _____ feet on the East and North sides of the premises hereby

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

Signed Sealed and Delivered
by the above named Alfred
Charles King in the presence of
S J Percival
Farley Chamberlayne Peckey Rowing

Alfred C. King



Signed sealed and delivered
by the above named Reginald
Hugh Thomas Bacon in the
presence of
Ada Pawlings
Spensley

R.H. Bacon

W. G. Owen

Signed sealed and delivered
by the above named William
Gladstone Owen in the presence
of
John S. Duff

Rothemann & Co
Manchester

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 property conveyed or transferred exceeds five hundred pounds.

Alfred C. King

R.H. Bacon

W. G. Owen