

1000/1.10 2102

This Deed of Gift

is made the

First

day of *February* One thousand nine hundred and thirty-two
BETWEEN ERNEST STEVENS of Prescott House Stourbridge in the
County of Worcester Gentleman (hereinafter called "the Donor") of
the one part and THE COUNTY COUNCIL OF WORCESTERSHIRE
(hereinafter called "the County Council") of the other part

WHEREAS:—

1. THE Donor is seised of the property hereinafter described for
an estate in fee simple in possession free from incumbrances

2. THE Donor is desirous of vesting the said property hereinafter
described in the County Council to the intent that the same may be held
by it as Public Pleasure Grounds and in perpetuation of the Memory of
Ernest Victor Stevens late of Chapel Farm Netherton Elmley Castle a
son of the Donor

3. THE County Council has agreed to hold the said property and
to support improve and maintain the same for the purpose aforesaid
Upon the trusts and subject to the Conditions more particularly set forth
in the Schedule hereunder written

NOW THIS DEED WITNESSETH that for the purpose of
effectuating the desire of the Donor and in consideration of the under-
taking of the County Council to support maintain and improve the
property hereinafter described as Public Pleasure Grounds and of the
covenants conditions and stipulations on the part of the County Council
contained in the said Schedule hereto the Donor as BENEFICIAL
OWNER hereby conveys Unto the County Council ALL THAT piece
or parcel of land situate in the Parish of Elmley Castle in the County of
Worcester which said piece of land is for the better identification thereof
delineated in the plan endorsed on a Conveyance dated the Eighth day
of December One thousand nine hundred and twenty-seven and made
between George Swift of the first part The Union Bank of Manchester
Limited of the second part and the Donor of the third part and thereon
coloured pink and known as Pt. Number 162 and Pt. 215 (Turnip Ground)
TO HOLD the same Unto the County Council in fee simple subject to
the performance and observance of the covenants conditions and
stipulations set out in the said Schedule hereto

4. THE County Council hereby COVENANTS with the Donor and
his assigns that the County Council will observe and perform the
covenants conditions and stipulations more particularly set forth in the
said Schedule hereunder written

5. THE County Council hereby further covenants with the Donor
and his assigns that the County Council will forever hereafter bear the
whole cost of maintenance and upkeep of the land hereby assured and all
costs and expenses which may be incurred in carrying out the covenants

conditions and stipulations of this Deed PROVIDED ALWAYS that the County Council shall be free to delegate all their powers rights duties and obligations hereunder to the Elmley Castle Parish Council or to some other local person or body of persons so long as such delegation does not involve the release of the County Council of its obligations or responsibilities under this Deed

6. 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

IN WITNESS whereof the Donor has hereunto set his hand and seal and the County Council has caused its Seal to be hereunto affixed the day and year first before written

The SCHEDULE referred to.

1. THE land hereby assured (hereinafter referred to as "the land") shall as far as practicable be for ever used and maintained as a Childrens Playing Field and Recreation Ground for the use of the children of Elmley Castle and District

2. THE iron gate at the main entrance and other ironwork thereto and the pillars and foundations supporting the same together with any other gates and the present and any future fences shall always be maintained in good order and condition

3. THE pathway leading to and in the land shall be kept in a tidy good and safe condition. The shrubs at the main entrance shall be kept in good condition and renewed whenever necessary

4. THE County Council shall make safe and suitable arrangements whereby the children can use the land for playing and recreation and to set out the land as may be required for this purpose

5. FACILITIES shall be given to children to play games and such games shall be free of charge and also full and proper provision shall be made for the recreation and welfare of children without payment or charge. No charge shall be made for admission to the land

6. THE Swings Chute Plank or Boat Swing, Joy Wheel and Revolving Platform and such like together with the foundations and surface thereof and appliances used in connection therewith shall be kept in a good safe and working condition.

7. NO building shall be erected other than those necessary for supervision and for the use and development of the land as a Playing Field and Recreation Ground

8. NO intoxicating beverages shall be permitted to be made or sold or consumed on the land and no gambling or betting shall be allowed thereon

9. THE land shall not be allowed to be used for public meetings of any description

10. NO horses cows rams or dogs (except on leash) shall be allowed on the land

11. THE County Council shall make provision whereby paper and any rubbish which may be thrown or scattered on any part of the land shall be promptly collected and disposed of

12. THE County Council shall as far as practicable make provision to prevent rough violent or boisterous games to be indulged in and shall prevent any noisy or disorderly conduct and any other practice likely to prevent the use by children of the land for the purposes aforesaid

13. NO timber shall be felled except such as may have to be removed by reason of decay or for the proper laying out of the land as a Childrens Playing Field and Recreation Ground

14. NO portion of the mines and minerals under the land shall be worked or removed

15. THE Swings Chute Plank or Boat Swing Joy Wheel and Revolving Platform and such like shall not be used and no games shall be played on Sundays and Good Fridays

16. EVERY reasonable precaution shall be taken that the land is for the use of children up to fifteen years of age only

SIGNED SEALED AND DELIVERED
by the before-named Ernest
Stevens in the presence of;—

Ernest Stevens



Hyoul Clark

Solicitor

West Bromwich

THE COMMON SEAL of the
Worcestershire County Council
was affixed hereto this *first*
day of *February* 1932 pursu-
ant to a resolution passed on
the *Second* day of *February*
1931 in the presence of:—



H. J. Arnold
A member

of the County Council.

[Signature]
Clerk of the County Council.

ENROLLED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 6 (2) OF THE MORTMAIN AND CHARITABLE USES
ACT, 1833, AND SECTION 1 OF THE MORTMAIN AND CHAR-
ITABLE USES ACT AMENDMENT ACT, 1892.

(Vol. 42 Page 564)
13th July 1932

Dated

1st February

1932.

ERNEST STEVENS Esquire

TO

THE COUNTY COUNCIL OF
WORCESTERSHIRE.

Deed of Gift

of freehold lands known as "The Turnip Ground"
in the Parish of Elmley Castle in the County of
Worcester.

Memorandum that on the 19th
August 1963 a piece of land forming
part of the within described land
was with the consent of the Committee
of Education given on the 1st January
1963 conveyed by an estate in fee
simple by the within named Land
Grant as education land to
the within named County Council as
highway and for

L.P.Co. M/er.—4664.

J. & L. Clark,
Solicitors,
West Bromwich.

2102