

THIS CONVEYANCE is made the 16 May 1939 BETWEEN Sir William James Mallinson of "Pine End" Reigate in the County of Surrey Baronet and Ernest Henry Tipping of 14 Saint Giles in the City of Oxford Land Agent (hereinafter together called "the Vendors") of the first part Henry Stephen Kingerlee of Queen Street in the City of Oxford Builder and Contractor (hereinafter called "the Donor") of the second part and The Parish Council of North Hinksey in the County of Berks (hereinafter called "The Council") of the third part.

WHEREAS:- (1) By a conveyance dated the Twenty fourth day of October One thousand nine hundred and thirty two and made between Power Farms Ltd of the one part and William Mallinson and the said Ernest Henry Tipping of the other part the property hereinafter described was with other property conveyed to the said William Mallinson and the said E Tipping as joint tenants together with the benefit of certain covenants and conditions easements and rights but subject as therein mentioned.

(2) The Said W Mallinson (then Sir William Mallinson Baronet) died on the 5 day of May, 1936 at The Limes, Walthamstow in the County of Essex.

(3) By a Deed of Appointment dated the 25 August 1937 the said E Tipping appointed the said Sir William James Mallinson a new Trustee for the purpose of the trusts of the before recited Conveyance dated 24 October 1932 in place of the said Sir W Mallinson deceased and jointly with the said E Tipping.

(4) The Vendors are seized of the property hereinafter described in fee simple in possession free from incumbrances as joint tenants together with the benefit of the said covenants and conditions easements and rights but subject as hereinafter mentioned and by virtue of the of Property Act 1925 they hold the same on trust for sale.

(5) The Vendors have agreed with the Donor to sell the said property to him in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances for the sum of £2400.

(6) The donor in commemoration of his late wife Louie Emma Kingerlee is desirous of making a free gift of the said property to the Council in order that the same may be laid out equipped maintained and either managed or let by the Council for the purpose of Cricket, Football, Tennis, Hockey or other games or recreations or otherwise preserved as an open space PROVIDED that the Council shall not be prevented from erecting thereon any lodges for groundsmen pavilions refreshment houses or other buildings to be used for recreational purposes.

(7) At a duly constituted meeting of the Council held on the 8 February 1939 it was duly resolved to accept the said property for the purposes aforesaid.

(8) William Ogden Hart of Sweetman's Close North Hinksey in the County of Berks Barrister-at-Law and Walter Owen Parker of "Arcadia" Ferry Hinksey Lane Botley in the said County of Berks are members of the council.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of £2400 now paid to the Vendors by the Donor (the receipt whereof the Vendors hereby acknowledge) the Vendors at the request and by the authority of the Donor and in pursuance of such trust for sale as aforesaid as Trustees hereby convey unto the Council ALL THOSE pieces or parcels of land situate near to Hutchcombe Farmhouse in the Parish of Cumnor in the County of Berks containing in the whole an area of 15.300 acres or thereabouts and forming parts of larger pieces of land- numbered Part 414 and Part 429 on the Ordnance Survey Map (1924 Edition, Scale 1/2500) and bounded on the North and partly on the west sides thereof by other property conveyed or agreed to be conveyed to Arthur Coppock and on the South and East and partly on the West sides by other property belonging to and retained by the Vendors WHICH said pieces or parcels of land are for the purposes of identification only more particularly delineated on the plan annexed hereto and thereon coloured pink and are to be known as "the Louie Memorial Playing

Field" Together with the right for the Council and its successors in title and all persons authorised by it or them jointly with the Vendors and all other persons entitled do the like right at all times and for all purposes and with or without animals and vehicles of every description to go pass and repass over and along the road known as Hurst Rise Road (such road having been constructed or being in course of construction by the said A Coppock pursuant to his covenant in that behalf contained in a certain conveyance dated the 24 July 1930 and made between The alliance Assurance Co Ltd of the first part and the said Power Farms Ltd of the second part and the said A Coppock of the third part as modified by a Deed of Release and Modification dated the day of May 1939 made between the Vendors of the one part and the said A Coppock of the other part) between the points marked "A" and "C" on the said plan TO HOLD the same Unto the Council in fee simple free from any resulting trust or other trust in favour of the donor for the purposes and objects hereinafter described but subject to the existing Corn Rent of the present value of One Shilling and four pence and nine tenths of a penny per acre or thereabouts payable to the Vicar of Cumnor in respect of other property situate in the said Parish of Cumnor and also subject to all rights of way water and other easements (if any) affecting the same AND the Council hereby accept and undertake to preserve lay out or manage the said lands as aforesaid and also covenant with the Vendors and the persons deriving title under them not to place any erections thereon or use the same for any purpose other than as hereinbefore specified.

2. THE Vendors hereby covenant with the Council and its successors in title that they the Vendors or their successors on title to the land adjoining the land hereby conveyed on the East thereof will at any time after an estate road shall have been constructed within three hundred feet of the eastern boundary of the property hereby conveyed but in any case within seven years from the date hereof at the request of the Council or its successors in title grant to

the Council or its successors in title one access 12 feet wide leading from such an estate road to the property hereby conveyed the position of such access to be mutually agreed upon between the Vendors and the Council or their respective successors in title upon such request being made.

3. THE Council hereby covenants with the Vendors that the Council and its successors in title will at all times hereafter pay the proportionate part or amount calculated according to area of the said Corn Rent payable to the Vicar of Cumnor in respect of the property hereby conveyed and will at all times hereafter indemnify and keep indemnified the Vendors and the persons deriving title under them and also the other property of the Vendors which is charged together with the property hereby conveyed with the said Corn Rent against all actions proceedings costs damages expenses claims and demands whatsoever in respect of such proportionate part.

4. THE Vendors hereby covenant with the Council and its successors in title that they the Vendors or their successors in title will at all time hereinafter indemnify the Council and its successors in title in respect of the payment of the proportionate parts or amounts(calculated according to the area) of the said Corn Rent payable to the Vicar of Cumnor in respect of such parts of the land charged therewith as are retained by the Vendors or have previously to the date hereof been sold and conveyed by the Vendors and from and against all actions proceedings costs damages expenses claims and demands whatsoever in respect thereof.

5. THE Council hereby further covenants with the Vendors that the Council and its successors in title will at its own expense forthwith erect and at all times hereafter maintain good and substantial cattle and sheep proof fences along the boundaries of the property hereby conveyed where marked "T" inwards on the said plan annexed hereto.

6. PROVIDED ALWAYS that the Council and its successors in title shall not by virtue of this conveyance acquire any easements rights of light or air or

otherwise which would in any manner restrict or interfere with the free use by the Vendors of their adjoining property or any part or parts thereof respectively for building or for any other purposes.

7. IN WITNESS whereof the Vendors and the Donor and the said two Members of the Council have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE above referred to

<u>Conveyance</u>	<u>Description</u>	<u>and Parties</u>
30 May 1929	Conveyance	Francis William Pember, William George Stewart Adams and Charles Stewart Orwin of the one part and Power Farms Ltd of the Other part.
30 May 1929	Mortgage	Power Farms Ltd of the one part and The Alliance Assurance Co Ltd of the other part.
4 June 1929	Certificate	Of Registration of last mentioned Mortgage
21 Oct 1932	Official Certificate	Of search in His Majesty's Land Registry
22 Oct 1932	Statutory Receipt	Endorsed on above mentioned Mortgage dated 30 May 1929.
26 Oct 1932	Official Certificate	of Search in the Abingdon Rural District Council
3 Nov 1932	Memorandum of Satisfaction	of above mentioned Mortgage dated 30 May 1929 under companies Act 1929.
24 Oct 1932	The above recited CONVEYANCE of this date.	
25 August 1937	the above recited APPOINTMENT of this date.	
4 May 1939	DUPLICATE	of the hereinafter mentioned Deed of Release and Modification of this date.

Signed Sealed and Delivered
by the above named Sir William
James Mallinson in the presence of

W J Mallinson

Secretary

Signed Sealed and Delivered
by the above named Ernest
Henry tipping in the presence of

E H Tipping

Chartered surveyor

Signed Sealed and Delivered
by the above named Henry Stephen
Kingerlee in the presence of:-

H S Kingerlee

signed Sealed and Delivered by the
above named William Ogden Hart and
Walter Owen Parker
in the presence of:-

W O Hart

W O Parkler

Clerk of North Hinksey Parish Council

PLAN referred to.

