

UNKNOWN REC - CA003/4
+ ALLOT. LAND AT OLD ROAD

November 3, 1955

Copy

of the

The General Revision Form

DEEDS

Conveyed to the Baron
Paris Corner?

Paris Corner

1957

A CONVEYANCE made the Twentyfifth day of May one thousand nine hundred and forty-six BETWEEN HARRY ARNOLD of 9 Hexton Road Barton in the County of Bedford Esquire J.P. (hereinafter called "the Donor") of the one part and THE PARISH COUNCIL OF THE PARISH OF BARTON in the County of Bedford (hereinafter called "the Council") of the other part WHEREAS the Donor is desirous of giving to the Council for the benefit of the inhabitants of the parish of Barton in the County of Bedford the land hereinafter described and hereby assured and the Council have resolved to accept such gift and to enter into the covenants in relation to the said land hereinafter contained

NOW THIS DEED WITNESSETH as follows: -

1. In pursuance of his said desire the Donor hereby freely and voluntarily gives grants and conveys unto the Council ALL THAT piece of land situate in the parish of Barton in the County of Bedford containing by estimation 10.7 acres or thereabouts and having a frontage to the Old Bedford Road there of 845 feet or thereabouts as the same is delineated coloured green and coloured yellow in the plan annexed hereto TO HAVE AND TO HOLD the same unto the Council in fee simple subject to such rights (if any) of the public or of any person or persons of way over and along the existing footpath (indicated in the said Plan) running from the Old Bedford Road to St. Nicholas's Church as are enjoyed at the date hereof and subject to the subsisting tenancy UPON TRUST that the same shall from and after the expiration or sooner determination of that tenancy forever after be held used and enjoyed (i) as to the part of the said land delineated coloured green in the said plan for the purpose of a recreation ground or open space for sports games and healthy and innocent recreation for the inhabitants of the said parish and of its neighbourhood and (ii) as to the part of the said land delineated coloured yellow in the said plan for the purpose of garden allotments to be let to such inhabitants as aforesaid
2. In consideration of the grant hereinbefore contained the Council hereby covenant with the Donor to the intent that the burden of this covenant (so far as restrictive of the use of the land hereby conveyed) may run with and bind the land hereby conveyed and every part thereof and to the intent that the benefit thereof (so far as aforesaid) may be annexed to and run with the land of the Donor delineated coloured blue in the said plan and each and every part thereof to observe the stipulations set forth in the Schedule hereto And the Council hereby further covenant (as a separate covenant) with the Reverend Frank Wolde, Albert William Page, Henry Beauchamp, Mary Gardner, the Donor and William Horsler (the Trustees of a charity known as The Barton-in-the-Clay Endowed School and as such the owners for the time being in fee simple of the piece of land delineated coloured pink in the said plan) to observe the said stipulations
3. The Donor hereby acknowledges the right of the Council to the production

of a conveyance dated the Thirty-first day of October One thousand nine hundred and forty-five and made between The Northern Assurance Company Limited of the first part Hexton Manor Estate Limited of the second part and the Donor of the third part (the possession whereof is retained by the Donor) and to delivery of copies thereof

IN WITNESS whereof the Donor has hereunto set his hand and seal and the undersigned Gilbert John Collier and Bertram Horn (two members of the Council) have by the direction of the Council and to signify the act thereof hereunto set their hands and seals the day and year first above written

SCHEDULE

Stipulations to be observed in relation to the land conveyed by the above-written Deed

1. In this Schedule the expressions "the green land" and "the yellow land" mean respectively the part of the land conveyed by the above-written Deed which in the plan annexed thereto is delineated coloured yellow and the expression "the Council" means the Parish Council of the parish of Barton in the County of Bedford
2. The Council shall as soon as possible after the First day of November One thousand nine hundred and forty-six (if and when materials are available) erect make and forever maintain at their own expense substantial boundary walls or post and wire fences or live fences (i) along the northern boundary of the green land between the points marked "A" and "B" in the said plan and (ii) along the northern boundary of the yellow land between the points marked "C" and "D" in the said Plan and the Council shall also at all times after the said First day of November One thousand nine hundred and forty-six at their own expense maintain along the western boundary of the land conveyed by the above-written Deed along the frontage thereof to the Old Bedford Road and also along the southern and eastern boundaries of the said land good and substantial boundary walls or oak-paling or post and wire-mesh fences or live fences and so that all live fences shall periodically be plashed laid and trimmed and at all times kept in good order and so also that gates shall be provided at each end of the footpath referred to in the above-written Deed
3. No boundary walls or fences on the land conveyed by the above-written Deed shall exceed 5 feet 6 inches in height above ground level
4. No hoardings shall at any time be erected on any part of the land conveyed by the above-written Deed nor shall any advertisements or bills be at any time displayed on any part thereof (except upon a proper notice board of a design approved by the Rector for the time being of the parish of Barton-in-the-Clay as not likely to interfere with the amenities of the premises) and no caravans huts or sheds on wheels shall be permitted to be brought on to or placed upon any part of the said premises nor shall any

sand gravel or clay at any time be excavated on the premises (except for the purpose of the foundations of any building permitted under the stipulations in this Schedule or for the formation of a swimming pool or a running track on the green land)

5. Except for boundary walls or fences

(a) No building or erection whatsoever nature shall at any time be erected or placed on the yellow land or any part thereof and

(b) No building or erection shall at any time be erected or placed on the green land except booths tents or marquees for the shelter or refreshment of persons taking part in or spectators of organised sports or games or a sports pavilion with accommodation for dressing washing and/or bathing and other sanitary conveniences and seats for spectators (whether of a temporary or permanent nature) the site of which does not occupy more than one-twelfth of the superficial area of the green land and which does not exceed one storey in height or a swimming pool with suitable dressing rooms in connection therewith and a diving stand or loggias or other shelters from sun rain or wind or swings see-saws and gymnastic apparatus and like appliances for children's play, such buildings where possible to be erected on the East side of the land conveyed by the above-written Deed

6. Not more than one acre of the green land shall at any one time be appropriated to bowling greens lawn-tennis courts or other special purposes involving for the preservation thereof the exclusion therefrom for the time being of the generality of the inhabitants of the parish of Barton

7. No motor cars lorries or other vehicles shall at any time be parked on any part of the green land

8. No organised or other games shall be permitted to be played on the green land on Sundays Christmas Day Good Friday or any other day set aside as a day of public prayer or mourning (on all of which days the green land is to be used only for purposes of retirement and rest) and no disorderly conduct shall at any time be permitted on the green land or any part thereof

9. The green land shall at all times (after the First day of November One thousand nine hundred and forty-six) be used as a recreation ground sports field or open space for the healthy and innocent recreation of the inhabitants of the parish of Barton in the County of Bedford and of the neighbourhood and not for any other purpose

10. The yellow land shall at all times (from and after the First day of November One thousand nine hundred and forty-six) be used for the purpose of providing garden allotments within the meaning of the Allotments Act 1908 to 1931 or any statutory modifications or re-enactment thereof for the time being in force for the benefit of persons residing in or near to the said

parish of Barton and for no other purpose and so that the said Acts or any such modifications or re-enactment thereof as aforesaid shall apply to such garden allotments

SIGNED SEALED AND DELIVERED by the
above-named HARRY ARNOLD in the
presence of: -

(Sgd) Harry Arnold

(Sgd) J.W.King,
Shire Hall,
Bedford.
Articled Clerk.

SIGNED SEALED AND DELIVERED by the
above-named Gilbert John Collier
and Bertram Horn

(Sgd) G.J.Collier

two members of the said Parish
Council in the present of: -

(Sgd) Bertram Horn

(Sgd) Percy R.Cook,
30 Manor Rd. Barton.
Civil Engineer.

(Sgd) Charles V. WARD
Bela Cottage,
Barton,
Master House Decorator.

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29(4) OF THE SETTLER LAND ACT, 1926.

19th October 1946.

EXTRACT FROM O S BEDS XXVI 13.

From Barton

HEXTON ROAD

SCHOOL FIELD
3.0 ACRES

HOUSE
0.75 ACRES

OLD ROAD

ST NICHOLAS CH

157
14.482

RECREATION FIELD
6.0 ACRES

ALLOTMENTS
4.7 ACRES.

BURIAL
GROUND.

SCALE - 1/2500

