

THIS CONVEYANCE is made the 27th day of January 1959 BETWEEN
THE COUNCIL FOR THE ADMINISTRATIVE COUNTY OF MONTGOMERY
(hereinafter called "the Vendors") of the one part and WILLIAM
MILTON JONES of Cartref Llanfair Caereinion in the said County
Medical Practitioner EDWARD LLEWELYN JEHU of Brynlllys Llanfair
Caereinion aforesaid Retired Garage Proprietor ALBERT HEWITT of
Bronceinion Llanfair Caereinion aforesaid DAVID HERBERT PEATE
of Minafon Llanfair Caereinion aforesaid Miller EDWIN ROBERTS
JONES of Midland Bank Limited Llanfair Caereinion aforesaid
Bank Manager WILLIAM HAROLD ROBERTS of Oaklands Llanfair
Caereinion aforesaid and EVAN CHARLES JONES of Stone Villa
Llanfair Caereinion aforesaid Headmaster (hereinafter called
"the Purchasers") of the other part

WHEREAS the Vendors are seized in fee simple in possession free
from incumbrances of the property hereinafter described

AND WHEREAS the Purchasers are the present Trustees of an
unincorporated association or body of persons known as the
Llanfair Caereinion Community Field Committee (hereinafter
called "the Committee")

AND WHEREAS the Committee has been recently formed for the
purpose of acquiring land in the Parish of Llanfair Caereinion
for providing a Recreation Ground for the benefit of the
inhabitants of the said Parish and for such purpose the
Purchasers have agreed with the Vendors to purchase the premises
hereinafter described at the price of Five hundred and sixty
pounds

NOW THIS DEED WITNESSETH as follows:-

In pursuance of the said agreement and in consideration of
the sum of £560 now paid by the Purchasers to the Vendors
(the receipt of which sum the Vendors hereby acknowledge)
the Vendors as BENEFICIAL OWNERS HEREBY CONVEY unto the
Purchasers ALL THAT field piece or parcel of land known as
Mount Field and formerly known as The Show Field containing

5½ acres or thereabouts situate in the said Parish of Llanfair Caereinion which said field piece or parcel of land is for the purpose of identification but not of limitation delineated on the plan attached to these presents and thereon edged pink TO HOLD unto the Purchasers in fee simple upon the trusts and subject to the powers and provisions hereinafter declared concerning the same

2. The Purchasers HEREBY JOINTLY AND SEVERALLY COVENANT with the Vendors as follows namely that

(a) No building or other structure or erection whether permanent or temporary shall at any time be built erected or placed or suffered to be upon any portion of the land hereby conveyed except such buildings as are consistent with the use of the said land for playing fields

(b) No tenancy of the land hereby conveyed shall at any time be granted to which the restrictions as to notice to quit imposed by the Agricultural Holdings Act 1948 or any amendment thereto would apply

3. IT IS HEREBY AGREED AND DECLARED as follows namely that if at any time hereafter ~~the~~ during the lives of the issue now living of Her Majesty Queen Elizabeth II and the last survivor of them and 21 years after the death of such last survivor the Purchasers shall desire to sell the land hereby conveyed the Vendors shall have the option of repurchasing the same in manner and on the terms following:-

(a) In such case the Purchasers shall make an offer in writing to the Vendors to sell the said land to them and such offer shall remain open for acceptance for a period of three months from the date thereof (but so that such last mentioned period shall in no case exceed the limit of time hereinbefore fixed for the continuance of this option)

(b) If the Vendors shall before the expiration of the said

period of three months in writing accept such offer the Purchasers shall (subject to such requisite consent as may by law be prescribed for the exercise of powers of sale by trustees of charity land which consent the Purchasers shall use their best endeavours to obtain) resell the said land to the Vendors at the price of £560

(c) Until the expiration of such period of three months the Purchasers shall not be at liberty to sell the said land otherwise than in accordance with this option unless the said offer shall in the meantime have been unconditionally declined by the Vendors in writing

(d) If such offer shall be so declined or shall be determined by lapse of time as aforesaid the Purchasers may thereafter (subject to such consent as may by law be required) sell or dispose of the said land as they shall think fit but subject nevertheless to the covenants contained in Clause 2 hereof

(e) An offer under this Clause shall be sufficiently made if delivered at or sent~~d~~ by registered post to the office for the time being of the Clerk to the Vendors and such offer shall be deemed to have been made at the time of such delivery or posting

(f) For all purposes of this option time shall be of the essence of the contract

(g) In this Clause the expression "the Vendors" shall include their successors in title other than an assignee by way of purchase and the expression "the Purchasers" shall include their successors in title

4. IT IS HEREBY DECLARED that the property hereby conveyed shall be held by the Purchasers as Trustees upon the following trusts namely to permit the said land to be used as and for the purposes of a public recreation ground and playing field by the inhabitants of the Parish of Llanfair Caereinion aforesaid and the neighbourhood thereof

For this purpose the Trustees shall have full right and power:-

(a) to erect or permit to be erected on a suitable part of parts of the said land such building or buildings in the way of a pavillion or changing rooms or other like accomodation for the provision of facilities necessary or reasonably incidental to the use and enjoyment of the trust property for the purpose aforesaid

(b) to construct tennis courts football and cricket pitches ~~xxx~~ bowling greens or any other similar recreational~~xxxxxxxxxxxx~~ ~~xxxx~~ facilities for the use of the said inhabitants or any recreational organisation in the said Parish

(c) subject to the foregoing provisions of this Clause to let the land or any part thereof to any recreational organisation within the said Parish upon such terms as the Trustees for the time being of the Recreation Ground Charity hereby created may from time to time decide

(d) subject also to the foregoing provisions of this Clause to let the land or any part thereof to any person for temporary grazing purposes but so that any such letting shall always be subject to the primary use of the land namely as a Recreation Ground and playing field for the benefit of the inhabitants of the Parish as aforesaid

5. IT IS HEREBY AGREED AND DECLARED that notwithstanding the trusts upon which the land is stated to be held by Clause 4 hereof nothing herein contained shall prevent the Purchasers or other the Trustees for the time being of the Recreation Ground Charity from drawing up rules and regulations for the proper management and control of the trust property (including the said land and any building or buildings erected thereon) for the purposes aforesaid and in particular with reference to the terms and conditions upon which the facilities provided thereon may be used for the playing of organised games entertainments meetings and other purposes of recreation and the sum (if any) to be paid for such use and any such rules and regulations so drawn

up as aforesaid shall have the same force and effect as if
the same were incorporated herein and formed part of 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 consideration exceeds £3500
IN WITNESS whereof the said parties to these presents have
hereunto set their hands and seals the day and year first
before written

THE COMMON SEAL of the Council for
the Administrative County of
Montgomery was hereunto affixed in
the presence of:-

(Sgd)

(C.S.)

Reg Jones

Chairman

P.E. White

Clerk.

SIGNED SEALED AND DELIVERED
by the said William Milton }
Jones in the presence of:- }

W. Milton Jones. (L.S.)

R. Astley,
8 Maesglas, Llanfair.

School Teacher.

SIGNED SEALED AND DELIVERED
by the said Edward Llewelyn }
Jehu in the presence of:- }

E. Llewelyn Jehu.

Fred Jones,
Bridge Street.

Grocer.

SIGNED SEALED AND DELIVERED
by the said Albert Hewitt }
in the presence of:- }

Albert Hewitt

R. Astley
8 Maesglas, Llanfair Caer.

School Teacher.

SIGNED SEALED AND DELIVERED
by the said David Herbert }
Peate in the presence of:- }

David Herbert Peate.

A.D. Smith,
Victoria House,
Welshpool.

Retired Railway Clerk.

SIGNED SEALED AND DELIVERED }
by the said Edwin Roberts Jones } E.R. Jones.
in the presence of:- }

R. Astley
8 Maesglas, Llanfair Caer.

School Teacher.

SIGNED SEALED AND DELIVERED }
by the said William Harold } William Harold Roberts.
Roberts in the presence of:- }

R. Astley
8, Maesglas, Llanfair Caer.

School Teacher.

SIGNED SEALED AND DELIVERED }
by the said Evan Charles } E. Charles Jones.
Jones in the presence of:- }

William Ronald Marston Astley
8 Maesglas, Llanfair Caer, Mont.

School Teacher.

DATED 27th January 1959.

Montgomery County Council

-to-

Dr. William Milton Jones
and Others.

Copy/

CONVEYANCE AND TRUST DEED

-of-

Mount Field, Llanfair Caereinion,
Mont.

G.H. Francis,
LLANFYLLIN.

PLAN REFERRED TO



Scale 1 Chain to 1 Inch

