



# This Indenture

made the thirtieth day of September One thousand nine hundred and twenty one

W. R. BROWN  
LAW STATIONER  
SOUTHEND ON SEA



Between The Southend-on-Sea Estates Company Limited, whose registered Office is situate at Clarence Chambers Clarence Street Southend-on-Sea in the County of Essex (hereinafter called "the Company" of the first part Robert Arthur Jones of "Thamesmead" The Cliffs Southend-on-Sea aforesaid Esquire, M. B. E. hereinafter called "the Donor" of the second part and The Mayor Aldermen and Burgesses of the County Borough of Southend-on-Sea aforesaid hereinafter called "the Corporation" of the third part

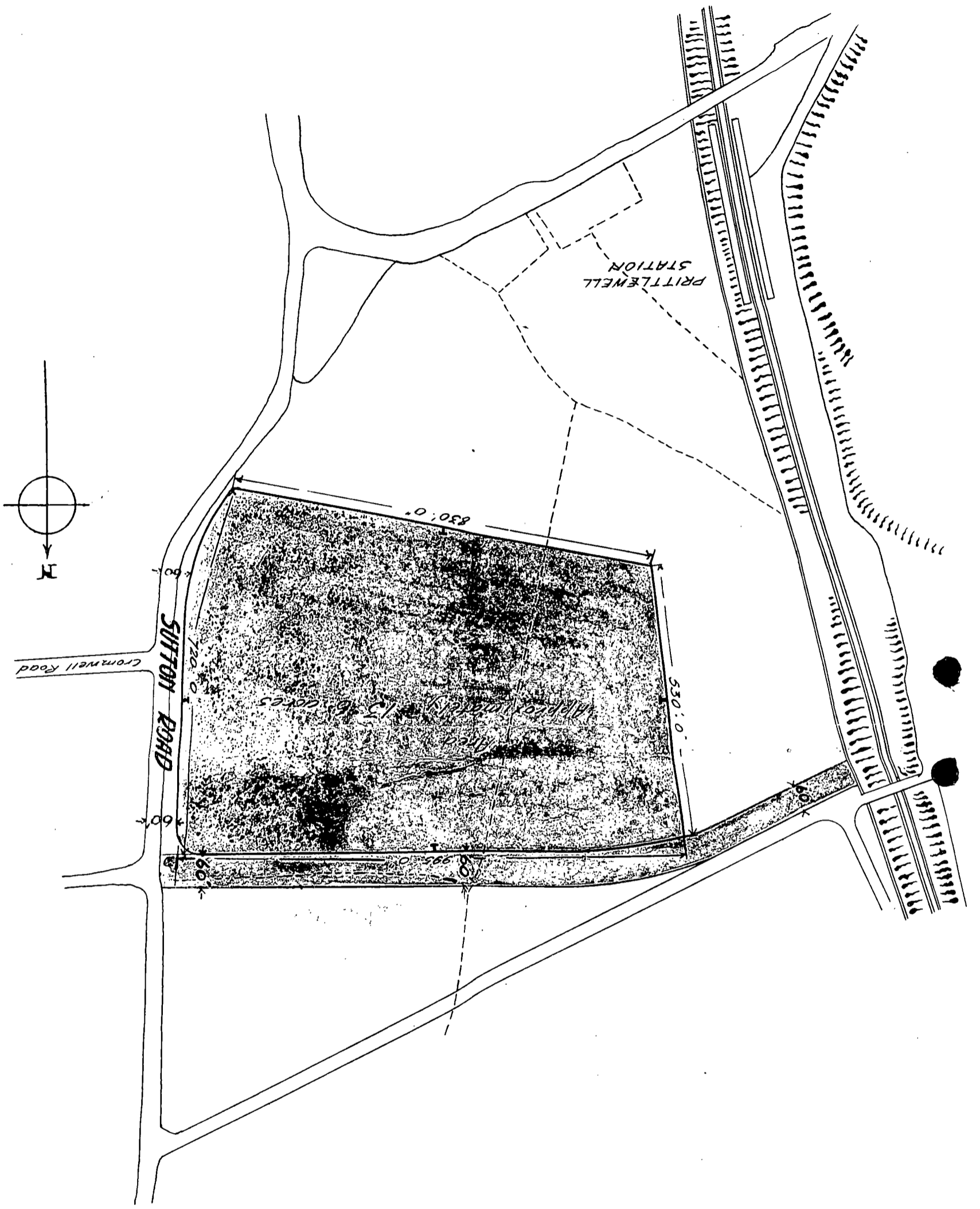
Whereas the Company are seized for an estate in fee simple in possession free from incumbrances of the hereditaments hereinafter described and intended to be hereafter conveyed. And whereas the Company have agreed with the Donor for the absolute sale to him of the hereditaments hereinafter described and assured and the inheritance thereof in fee simple in possession subject only to the several stipulations hereinafter contained and otherwise free from incumbrances for the sum of Four thousand two hundred and forty three pounds. And

whereas the Donor being desirous of making additional provision for the healthful enjoyment of the inhabitants of the said Borough and especially of marking his admiration of the services rendered by his fellow townsmen and townswomen in the Great War 1914-1918 and his gratitude for the victory of Great Britain and her Allies is wished to assure the said hereditaments freely and voluntarily to the Corporation for the purpose of a Public Park to be known as the "Victory Sports Ground" for the benefit of the inhabitants of the said Borough and especially of those who are ex-service men and ex-service women and at his request the Company have agreed to assure the said hereditaments to the Corporation in manner hereinafter appearing.

Now this Indenture witnesseth that in pursuance of the said recited agreements and in consideration of the sum of Four thousand two hundred and forty three pounds now paid by the Donor to the Company (the receipt whereof the Company do hereby acknowledge) The

PLAN REFERRED TO.

Scale 1/2500.  
feet 100 50 0 100 200 300 400 500 600 700 800 900 1000



Company as Beneficial Owners at the request of the Donor  
Do hereby grant and convey unto the Corporation **That**  
that piece or parcel of land containing Thirteen acres two rods  
sixteen perches or thereabouts situate on the west side of and having  
a passage to Sutton Road in the Parish of Pittlewell in the Borough  
of Southend-on-Sea which said piece or parcel of land is more  
particularly delineated and described in the Plan drawn on  
this presents and thereon coloured pink **To hold** the same  
premises unto and to the use of the Corporation and their assigns  
subject only to the stipulations and provisions respectively contained  
in the First and Second Schedules hereunder written **To the intent**  
that the same premises shall for ever hereafter be dedicated held  
used and enjoyed as and for the purposes of a Public Park to be  
known as the "Victory Sports Ground" for the benefit of the  
inhabitants of the Borough of Southend-on-Sea and the  
recreation of the Public **And** the Corporation for themselves and their  
assigns to the intent that the covenant hereinafter contained shall  
be binding on the hereditaments hereby conveyed unto whosoever  
hands the same may come but not so as to render the Corporation  
liable in damages for any breach thereof after they shall have  
parted with all interest in the premises in respect of which such  
breach shall occur do hereby covenant with the Company  
and their assigns and other the owner or owners for the time being  
of the estate of which the hereditaments hereby assured form part  
that they the Corporation and their assigns will at all times hereafter  
observe and perform the stipulations in relation to the premises  
hereby assured which are contained in the First Schedule hereto  
**And** the Corporation do hereby for themselves and  
their assigns covenant with the Donor his heirs executors  
and administrators that they will at all times hereafter  
observe and perform the provisions in relation to the hereditaments  
hereby assured which are contained in the Second Schedule hereto  
**And** the Company retaining possession of the deeds and  
writings specified in the Third Schedule hereto do hereby  
acknowledge the right of the Corporation to the production and  
delivery of copies of the said deeds and writings and undertake  
for the safe custody thereof **And** it is hereby agreed and  
declared by and between the Company and the Corporation  
as follows that is to say The Company shall convey free of cost  
to the Corporation at any time within four years from the twenty  
fourth day of June One thousand nine hundred and twenty one  
if and when required in writing by the Corporation so to do  
the strip of land of a width of sixty feet abutting in

part on the north of the land hereby assured and coloured brown on the said plan for the purpose of a highway and if the Corporation shall require the Company to convey the said strip of land as aforesaid the Corporation shall within a period of twelve months from the date of such conveyance lay out such strip of land as an Estate road and on the completion of such laying out the Company shall pay to the Corporation as a contribution to the cost a sum equal to one half of the cost of so laying out an Estate road of Thirty six feet in width. **Provided** that if any Scheme made by the Corporation in pursuance of the Town Planning Acts for the development of the area within which the said land is situate and in force at the time of the laying out of the said strip of land as an Estate road shall contain conditions generally applicable providing for deferring payment by Owners of land of the cost of road construction until such land shall be used for some purpose other than agriculture the payment to be made by the Company as hereinbefore provided as a contribution to the laying out of the said strip of land as an estate road shall if the Company on completion of such laying out so elect be similarly deferred and in such case this agreement shall be varied and construed accordingly. At any time after the laying out of the said strip of land as aforesaid the Corporation shall be at liberty to or if required by the Company shall permanently make up the said road and provide a surface water sewer therein and shall thereafter declare the same a highway reparable by the inhabitants at large. On the completion of the making up as aforesaid of the said road the Company shall pay to the Corporation as a contribution to the cost a sum equal to one half of the cost of so making up a road Thirty six feet in width together with one half of the cost of providing the said surface water sewer. The said strip of land and the said road shall be laid out as an estate road or made up as the case may be in manner previously agreed upon by the Corporation and the Company or in default of agreement determined by Arbitration in manner provided by the Arbitration Act 1889 or any existing statutory modification thereof and if any dispute shall arise as to the cost of laying out the estate road or of making up the said road as aforesaid or as to the proportion to be

paid by the Company it shall be so determined by arbitration  
**In witness** whereof the Company has hereunto caused  
their Common Seal to be affixed and the Donor has set his hand  
and seal and the Corporation have caused their Common Seal  
to be affixed this day and year first above written. \_\_\_\_\_

The First Schedule above referred to

Stipulations

1. The land being sold for the purpose of a Public Park shall not be used for any purpose other than that of a recreation ground or Sports field or for purposes incidental thereto.
2. The Corporation shall erect and maintain good and sufficient fences round the land on the sides marked "T" within the boundary. Provided that the Company will be satisfied if for a period of twelve months from the date hereof the Corporation shall erect and during such period maintain a post and wire fence sufficient to prevent cattle from trespassing on the land and accept liability for damage caused by any such trespass. No close boarded fences shall be erected but open iron or wood fences of not less than five feet in height may be erected where fencing is required by virtue of this stipulation.
3. No bricks or tiles shall be made nor any clay or lime burnt on the land and no excavation of gravel, sand, clay or soil shall be made therein so as to deprive any adjoining property of lateral support or for any purpose other than making the land more suitable for the purposes of a recreation ground as aforesaid and no part of the land shall be occupied in any manner so as to be a nuisance or annoyance to the owners or occupiers of any neighbouring property save so far as may be necessarily consequent upon the reasonable user of the premises as a recreation ground and sports field and purposes incidental thereto.
4. No building or erection (temporary or otherwise) other than a fence as hereinbefore described shall except with the consent of the Company be set up within twenty five feet of the boundaries marked "T" upon the said plan except the Northern boundary and no advertisement board or boardings shall be erected either as a separate structure or affixed to any Pavilion or building except a board indicating the nature of the recreation and regulations (if any) at the entrance to the ground.

## The Second Schedule above referred to.

1. In assigning from time to time portions of the Park for the playing of games the Corporation shall give preference to Clubs or Teams composed of ex-service men or women.
2. The Park shall not (except on not exceeding two days in any one year) be used for any purpose other than as a Recreation or Sports Ground.
3. Substantial unclimbable iron railings of a minimum height of Five feet shall forthwith be provided and erected by the Corporation on the boundaries of the Park together with two wrought iron entrance gates of at least Six feet in width in suitable positions.
4. Adequate lavatory and dressing accommodation for both sexes shall be provided by the Corporation in the Park not later than the First day of March One thousand nine hundred and twenty three and thereafter maintained by them.

## The Third Schedule above referred to.

- 20<sup>th</sup> October, 1890. The Indenture of Conveyance of this date made between George Richard Burness and James Alexander Burness of the first part Harriet Burness of the second part Thomas Dowsett of the third part John Granger Sadd of the fourth part and Alfred Granger Sadd of the fifth part.
- 23<sup>rd</sup> October, 1890. The Indenture of mortgage of this date made between the said Thomas Dowsett of the first part the said John Granger Sadd of the second part the said Alfred Granger Sadd of the third part and Philip Patmore of the fourth part.
- 5<sup>th</sup> July, 1896. The Indenture of Re-conveyance of this date made between the said Philip Patmore of the one part and the said Thomas Dowsett John Granger Sadd and Alfred Granger Sadd of the other part.
- 29<sup>th</sup> April 1901. The Indenture of Conveyance of this date made between the said Thomas Dowsett Alfred Granger Sadd Mary Ann Sadd Mary Ann Price Sadd John Price Sadd and Herbert Eustace Sadd of the first part Herbert Arthur Dowsett of the second

part the said Mary Ann Sadd of the third part  
the said Mary Ann Price Sadd, John Price Sadd,  
Selina Janet Cocks, Harry William Sadd, Jessie  
Laura Gerling, Edwin Alfred Sadd, Herbert Eustace  
Sadd, Edith Gertrude Sadd, Myra Eleanor Brown  
and the Reverend Arthur Joseph Sadd of the fourth  
part and the Company of the fifth part.

The Common Seal of the  
Southend-on-Sea Estates  
Company Limited was here-  
unto affixed in the presence of

*W. H. A. ...*  
Chairman } Directors.

*Arthur S. Culham* Secretary.

Signed Sealed and Delivered  
by the said Robert Arthur Jones  
in the presence of

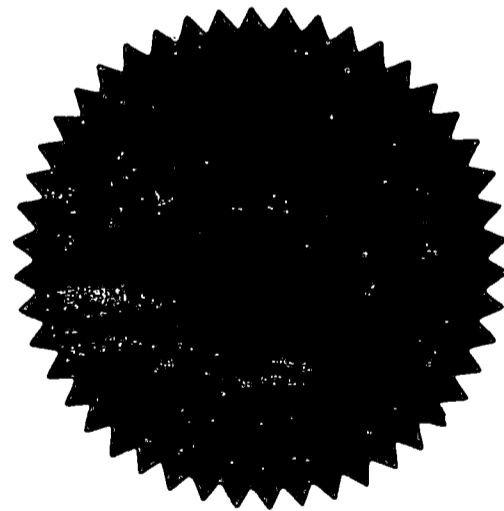
*Robert Arthur Jones*

*W. H. A. ...*  
Town Clerk  
Southend-on-Sea

The Common Seal of the Mayor  
Aldermen and Burgesses of the  
County Borough of Southend-on-Sea  
was pursuant to a Resolution of the  
Council hereunto affixed in the  
presence of

*W. H. A. ...* } Two Members  
*J. J. Dinnitt* } of the Council.

*W. H. A. ...* Assistant Town Clerk.



I certify that this is a true copy of the  
conveyance of Victory Street Ground to the County  
Borough of Southend-on-Sea dated 30th September 1921

D. G. Reddy

Borough Solicitor  
13/6/1920.

Dated 30<sup>th</sup> September 1921.

The Southend-on-Sea  
Estates Company Ltd. &  
Robert Arthur Jones Esq

to

The Mayor Aldermen  
& Burgesses of the County  
Borough of Southend-  
on-Sea.

**Conveyance**

**of**  
**Freehold Land**  
containing 13 acres 2 roods 16  
perches situated in the Parish  
of Littlewell, Southend-on-  
Sea in the County of Essex.

Enrolled in the books of the Charity Commissioners for England and  
Wales pursuant to the provisions of Section 6(a) of the 25<sup>th</sup> Ordinance and  
Charitable Uses Act 1888 and Section 1 of the 21<sup>st</sup> Ordinance and Charitable  
Uses Act Amendment Act 1892 by order of the Board dated the  
Twenty-first day of November 1921 Vol 10 page

Charles J. Pittman

Solicitor

*[Faint handwritten notes and signatures]*