

## ***Transcript***

**THIS INDENTURE** made 23<sup>rd</sup> day of July 1894 BETWEEN Sir John Blundell Maple of Childwickbury near St Albans in the County of Hertford Knight MP of the one part and the Mayor Aldermen and the Citizens of the City of St Albans in the County of Hertford (hereinafter called “the Corporation”) of the other part

**WHEREAS** by a Memorandum of Agreement made and entered into the 7<sup>th</sup> day of June 1892 between the Right Honourable John Poyntz Earl Spencer KG by Alexander Lucy Yeo Morley his Agent of the one part and the said Sir John Blundell Maple of the other part the said Earl Spencer agreed to sell and the said Sir John Blundell Maple agreed to purchase at the price therein mentioned the piece of land therein described and which piece of land forms the greater part of the land hereinafter described and intended to be hereby conveyed

And it was thereby agreed (amongst other things) that the said Sir John Blundell Maple should construct and make (which he has duly done) the road delineated on the plan drawn in the margin of these presents and therein marked “New Road” and that the said New Road as to a certain portion thereof should be kept in repair by and at the joint expense of the said Earl Spencer and Sir John Blundell Maple until such time as the Corporation should take over the same and as to the remaining portion thereof should during four years from the completion of such road be kept in repair by and at the joint expense of the said Earl Spencer and Sir John Blundell Maple and after such period of four years by the said Earl Spencer alone if and so long as the same should not be taken over by the proper Local Authorities

And the said Earl Spencer and Sir John Blundell Maple thereby respectively agreed to perform and do various other matters and things most of which have been duly performed and done by them respectively prior to the date and execution of these presents.

**AND WHEREAS** by an Indenture dated the 5<sup>th</sup> day of July 1892 and made between the said Earl Spencer of the one part and the said Sir John Blundell Maple of the other part in pursuant of the before recited Agreement and for the consideration therein mentioned the greater portion of the land hereinafter

described and intended to be hereby conveyed was conveyed unto and to the use of the said Sir John Blundell Maple his heirs and assigns

And the said Sir John Blundell Maple thereby covenanted with the said Earl Spencer that the land thereby conveyed should be used for the purposes of cricket or public recreation and for no other purpose And that the said Sir John Blundell Maple his heirs and assigns would not without the consent of the said Earl Spencer or other the person or persons for the time being entitled to the possession or the rent and profits of the land lying north and east of the land thereby conveyed erect or suffer to be erected upon the land thereby conveyed any building other than a Cricket Pavilion and other buildings necessary or suitable for the use or enjoyment of the land thereby conveyed for the purposes thereafter mentioned.

**AND WHEREAS** the said Sir John Blundell Maple is seised for an estate of inheritance in fee simple in possession free from encumbrances of that portion of the land hereinafter described and intended to be hereby conveyed which was not comprised in and conveyed by the herein recited Indenture.

**AND WHEREAS** the said Sir John Blundell Maple being desirous of encouraging promoting and improving Cricket and other games and manly sports and exercises in the County of Hertford and especially in and around the City of St Albans has laid out the land hereinafter described and intended to be hereby conveyed as a Recreation Ground comprising a Cricket ground Football ground and running and cycling tracks and has erected a Pavilion and has formed a road and paths therein and has fenced same land and has determined to convey and grant the same to the Corporation as Trustees for the purposes of the Recreation Grounds Act 1859 subject nevertheless to the reservations restrictions and conditions hereinafter contained and the Corporation have agreed to accept such Conveyance and Grant and to enter into such covenants as are herein before contained.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of his said recited determination and in consideration of the premises and of the covenants on the part of the Corporation hereinafter contained and by virtue of the Recreation Grounds Act 1859 the said Sir John Blundell Maple doth hereby freely and

voluntarily convey and grant to the Corporation as Trustees for the Public and for the said City of St Alban

**ALL THAT** piece of freehold land containing by estimation sixteen acres one rood and ten perches or thereabouts situate in the Parish of St Peter in the County of Hertford and partly within and partly without the City of St Alban as the same piece of land is more particularly delineated in the plan drawn in the margin of these presents and therein coloured green Together with the Pavilion erected thereon Which said piece of land is now known and is intended to be known as **“The Clarence Park Recreation Ground”**

**TO HOLD** the same unto and to the use of the Corporation in fee simple as public ground for the purposes of the Recreation Grounds Act 1859 Subject nevertheless to the reservations restrictions and conditions hereinafter contained.

**AND THIS INDENTURE FURTHER WITNESSETH** that in pursuance of the said Agreement and in consideration of the premises and of the Conveyance and Grant by the said Sir John Blundell Maple hereinbefore contained The Corporation hereby covenant with the said Sir John Blundell Maple that they the Corporation will execute perform and do or cause to be executed performed and done all and so many of the matters and things which by the hereinbefore recited Memorandum of Agreement of the 7<sup>th</sup> day of June 1892 the said Sir John Blundell Maple agreed to execute perform and do and which remain yet to be executed performed or done.

**AND ALSO** that they the Corporation will at all times hereafter duly observe and perform the covenants on the part of the said Sir John Blundell Maple contained in the hereinbefore recited Indenture of the 5<sup>th</sup> day of July 1892 in relation to so much of the land hereby conveyed as was comprised in and conveyed by such Indenture and will at all times keep fully indemnified the said Sir John Blundell Maple his heirs executors and administrators and his and their respective estates and effects against all actions and proceedings costs damages losses expenses claims liabilities and demands whatsoever by reason or on account of the non-execution non-performance or non-doing of the matters and things which by the hereinbefore recited Memorandum of Agreement of the 7<sup>th</sup> day of June 1892 the said Sir John Blundell Maple agreed to execute perform or do and which remain

yet to be executed performed or done or by reason or on account of the non-observance or non-performance of the said covenants in the said Indenture of the 5<sup>th</sup> day of July 1892.

And furthermore that they the Corporation will at all times hereafter maintain and preserve the land hereby conveyed as a Recreation Ground for the playing, encouragement and improvement of Cricket, Football and other games and pastimes and for the holding of Athletic, Sports, Cycle or other Races (not being horse, pony or donkey races) fetes, shows or other entertainments and as a practising and training ground and generally for the resort and regulated recreation of Adults

And for the better enabling the Corporation to manage, maintain and preserve the land hereby conveyed (and which land is herein after referred to as the Recreation Ground) as a recreation ground **IT IS** hereby agreed between and by the parties hereto and the said Sir John Blundell Maple doth hereby expressly declare that the Conveyance and Grant hereinbefore contained are made subject to the following reservations, restrictions and conditions (that is to say)

- 1) **The** Corporation may restrict the user of the Pavilion or of any other building now or hereafter to be erected on the Recreation Ground or of the Cricket ground, Football ground, Running or Cycling tracks or any other portion or portions of the Recreation Ground which they may from time to time set apart for the playing of any specified game or games or any of them or any part or parts thereof respectively to such person or persons and such class or classes of persons and for such period or periods of time as the Corporation may from time to time appoint
- 2) **The** Corporation may on such days as they may think fit (not exceeding 156 days in any one year) close the Recreation Ground or any part or parts thereof to the Public and may grant the use of the same either gratuitously or for payment to any Club, Institution, Society or person or persons for the purpose of playing cricket or football or other matches or games or for holding athletic, sports, cycle or other races (not being horse, pony or donkey races) fetes, shows or other entertainments and the admission to the Recreation Ground or such part or parts thereof on the days when the same shall be so closed to the Public may be either by

or without payment as shall from time to time be directed by the Corporation or with the consent of the Corporation as shall be directed by the Club, Institution, Society or person and persons to whom the user of the Recreation Ground or such part or parts thereof as aforesaid may be granted provided that the Recreation Ground shall not be closed on any Sunday.

- 3) **The** Corporation may from time to time make rules, regulations and conditions to be observed and a scale or scales of charges to be paid by persons using the Recreation Ground or Pavilion or any other building now or hereafter to be erected on the Recreation Ground or part or parts thereof and may from time to time revise, alter or amend all or any of such rules, regulations and conditions or such scale or scales and may by any such scale or scales:

- a) charge persons using the Recreation Ground for playing, training or practising purposes such annual or other sum or sums as the Corporation may from time to time fix as reasonable and proper and may charge certain persons or any class or classes of persons higher or lower scales than others and
- b) make special charges to persons resorting to the Recreation Ground to whom the Corporation may grant the privilege of using the Pavilion or any other building now or hereafter to be erected on the Recreation Ground and any enclosed space which may be annexed thereto or used therewith or any part or parts thereof and may charge certain persons or any class or classes of persons higher or lower rates than others.

- 4) **The** Corporation may from time to time prohibit the playing of any game or games on the Recreation Ground and may from time to time restrict the playing thereof or the user of the Recreation Ground or any part or parts thereof to specify periods of the year or to specify days in the week or hours in the day and may from time to time allocate any or specified portion or portions of the Recreation Ground for the playing of any specified game or games or for use for any specified purpose or purposes

and may prohibit the use of such portion or portions or the Recreation Ground for any game or games purpose or purposes other than that or those specified

- 5) **If** and so far as the said Sir John Blundell Maple has power to authorise them so to do the Corporation may subject and without prejudice to the reservations restrictions and conditions herein before contained in any bylaws orders and regulations which they may make in pursuance of the Recreation Grounds Act 1859 order and provide (inter alia)
- i) For the regulation of the Recreation Ground in as for and ample a manner as if the same were a pleasure ground within the meaning of the Public Health Act 1875 and the Corporation were an Urban Authority who had purchased the land forming the Recreation Ground for the purpose of being used as a pleasure ground in pursuant in the powers of that Act and had the powers conferred by the 164<sup>th</sup> Section of such Act
  - ii) For the exclusion of the Recreation Ground of children under the age of seven years of age unless accompanied by an adult person and also any intoxicated person or any person attired in an indecent manner or any person carrying large baskets or packages or any other personal class of persons whom the Corporation may in the reasonable exercise of their discretion and for the better management preservation disposition and care of the Recreation Ground from time deem proper to be excluded
  - iii) For the prohibition of gambling betting or soliciting alms and the use of obscene filthy profane indecent or insulting language or behaviour in the Recreation Ground
  - iv) For the prevention of any interruption of or interference with the playing of any game in the Recreation Ground or the wilful destruction or disturbance of or interference with the Players or other persons engaged in any such game or any persons who may be lawfully using any portion of the Recreation Ground and for the prohibition of any person other than those authorised to do so

going upon or into or attempting to go upon or into any portion or portions of the Recreation Ground or any building or buildings thereon for the time being set apart for any match game race fete show or entertainment or for the user and accommodation of any particular class of persons as spectators or otherwise

- v) For the prohibition for the preaching the delivery of any public address or lecture or the holding or taking part in any religious service or public discussion or meeting in the Recreation Ground
- vi) And particularly that every person who shall infringe any byelaw order or regulation made by the Corporation for the regulation of the Recreation Ground may be removed therefrom by any Officer of the Corporation or by any Constable in any one of the several cases herein after specified that is to say:
  - a) where the infraction of the byelaw order or regulation is committed within the view of such Officer or Constable and the name and residence of the person infringing the byelaw order or regulation are unknown to and cannot be readily ascertained by such Officer or Constable
  - b) where the infraction of the byelaw order or regulation is committed within the view of such Officer or Constable and from the nature of such any infraction or from any other fact of which such Officer or Constable may have knowledge or of which he may be credibly informed there may be reasonable ground for belief that the continuance in the Recreation Ground of the person infringing the byelaw order or regulation may result in another infraction of a byelaw order or regulation or that the removal of such person from the Recreation Ground is otherwise necessary as a security for the proper use and regulation thereof
- 6) **The** Corporation may from time to time engage and employ such persons as they shall think necessary or proper for the management maintenance and preservation of the said ground as a Recreation Ground and of any building or buildings thereon and may pay or allow them such salary

wages remuneration or allowances as they from time to time think reasonable and proper. The Corporation may also from time to time purchase and provide such furniture fittings tools machinery apparatus articles and things as they shall consider necessary or proper for use in or about the Recreation Ground and the building or buildings thereon and may also erect such buildings on an effect such improvement in said grounds as they may from time to time deem necessary or expedient for the better use thereof as a Recreation Ground.

- 7) **The** monies received by the Corporation for or in respect of the Recreation Ground shall be applied first in defraying the expenses of managing maintaining preserving and improving the said ground including the fulfilling and performing the covenants on their part herein below contained and the purchase and provision of furniture and other articles aforesaid and the execution maintenance and repair of any buildings thereon and the effecting of improvements therein and thereto And Secondly any surplus remaining in any one year after defraying the expenses aforesaid either may be accumulated with a view of being employed in the future in or towards any of the purposes before mentioned or shall be applied in or towards the maintenance and preservation of Public Park or Pleasure Ground adjoining the Recreation Ground and known or intended it to be known as "Clarence Park" and any surplus remaining after such application shall be paid into the borough fund of the Corporation.

**PROVIDED ALWAYS and these presents are upon this express condition** that the Herts County Cricket Club (herein after called the County Club) shall if and so long as it is willing to recognise the Recreation Ground as the County Cricket Ground have the right of using such ground for all or any of its matches in priority of all other persons or Clubs provided that notice of the dates on which it intends to exercise such right shall be given to the Corporation on or before the 31<sup>st</sup> day of December in the preceding year and **PROVIDED ALSO** that the County Club shall not have the right to the ground on a Bank Holiday except with the consent of the Corporation.

Members of the County Club shall have the right of using the Pavilion on the occasions or Country Cricket Matches being played on the ground and such

Members shall on payment of One pound one shilling per annum per Member (or such other annual or other sum as may from time to time be arranged between the County Club and the Corporation) have the right of practising Cricket on the ground subject to the regulations which the Corporation may from time to time make for regulating Cricket practice.

The County Club shall have the right to insist on the ground being closed to the Public on the occasion of any of its Matches and that admission thereto (except to persons to whom the Corporation shall have granted Season Tickets) shall be by payment but in the event of no other arrangement being come to the Corporation shall be entitled to receive half the admission money excepting when a Band shall with the mutual consent of the Corporation and the County Club be engaged when the expense of providing such Band shall be deducted from such admission money before any division is made.

**THE** Corporation may from time to time dedicate all or any of the powers whether of management direction or otherwise, which they may possess by virtue of the Recreation Grounds Act 1859 or these presents or otherwise to a Committee of Management consisting of such persons (who need not all be Members of the Corporation) as the Corporation may from time to time appoint and the Corporation may from time to time rescind any such appointment and revoke alter or determine any delegation of their powers as aforesaid.

**IN WITNESS** whereof Sir John Blundell Maple has hereunto set his hand and seal and the Corporation have hereunto caused their Corporate Seal to be affixed the day and year first above written.

***Transcript***

**23 July 1894**

**Conveyance of the Clarence Park Recreation Ground St Albans**

**Sir John Blundell Maple MP**

**to**

**The Corporation of St Albans**

Enrolled in the Books of the Charity Commissioner for England and Wales under the Mortmain and Charitable Uses Act 1888 (51&52 Vict: Cap. 42 section: 6 (2) in pursuance of an Order dated the Thirty first day of July 1894 – Vol: 4 p 354