

### Conveyance of Playing Fields

This indenture made this seventeenth day of November 1909 between Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale, trustees under the will and codicils of Henry Bloom Noble deceased (the said Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and the survivors and survivor of them and the heirs of the survivor or other the persons or person for the time being acting as trustees or trustee under the said will and codicils (being hereafter included in the expression "Noble's Trustees") of the first part and James Spittall of Laureston in the said borough of Douglas Esquire advocate a widower of the second part and the Mayor Aldermen and Burgesses of the Borough of Douglas (they and their successors in office being hereinafter included in the expression "the Corporation") of the third part.

Whereas Henry Bloom Noble late of Villa Marina in the borough of Douglas Esquire died on or about the second day of May 1903 leaving a will in writing bearing the date the thirtieth day of July 1898 together with five codicils thereto bearing date retrospectively the first day of March 1901 the eighth day of April 1901 the thirtieth day of January 1902 the twenty sixth day of August 1902 and the second day of May 1903 probate whereof was on the tenth day of June 1903 granted to William Lefroy Dean of Norwich and the said Alexander Hill Robert Clucas and Llewellyn Stanley Kneale four of the executors therein named and on the sixth day of June 1904 to Samuel Harris High Bailiff of Douglas the other executor therein named.

And whereas by his said will the said Henry Bloom Noble devised and bequeathed all his real and personal estate whatsoever and wheresoever of or to which he should at his death be seised possessed or entitled or over which he should have a general power of appointment or disposition by will unto the said Samuel Harris William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and the survivors and survivor of them and the heirs executors and administrators of such survivor or other the persons or person for the time being acting under the trusts thereof upon trust that the said trustees should sell collect or otherwise convert into money according to the nature of the premises all such parts of the same premises as should not consist of money and should out of the moneys to be produced by such sale collection and conversion and all other moneys arising from or forming part of his estate pay his funeral and testamentary expenses and debts and certain legacies in the said will and codicils specified and should apply the residue of the said moneys for such charitable uses or purposes as the said trustees should in their or his absolute and uncontrolled discretion think fit.

And whereas the said Samuel Harris died on or about the ninth day of June 1905.

And whereas by indenture bearing date the twentieth day of June 1906 the said William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale in exercise of the powers conferred upon them by the will of the said Henry Bloom Noble deceased appointed Thomas Kneen Esquire His Majesty's Clerk of the Rolls a trustee under the will and codicils of the said Henry Bloom Noble deceased in



the place and stead of the said Samuel Harris deceased and in pursuance of the powers conferred upon them by the Trustees Act 1903 did thereby declare that the said trust estate should vest in the said William Lefroy Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and in the survivors and survivor of them and the heirs executors and administrators of such survivor or other the persons or person for the time being acting under the trusts of the said will and codicils according to the nature of the property for all the estate the said William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale had therein immediately before the execution of the said indenture.

And whereas Dean Lefroy died on or about the eleventh day of August 1909.

And whereas Noble's Trustees and Dean Lefroy in exercise of the powers conferred upon them by the will of the said Henry Bloom Noble deceased decided some time ago to apply the sum of three thousand five hundred and eighty three pounds out of the residue of the estate of the said Henry Bloom Noble for the purpose of purchasing a parcel of land as a playing field or pleasure ground or place of public resort or recreation.

And whereas Noble's Trustees have paid the said sum to the Corporation for the purpose aforesaid as the Corporation hereby admit.

And whereas Noble's Trustees are entitled in fee simple free from encumbrances to one undivided moiety of certain fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field and the said James Spittall

is entitled in fee simple free from encumbrances to the other undivided moiety of the said fields all the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon.

And whereas the said James Spittall is entitled in fee simple free from encumbrances to two fields fronting Glencrutchery Road in the said borough the said fields being delineated on the said plan and coloured pink thereon.

And whereas the Corporation have agreed with Noble's Trustees to purchase their undivided moiety of the said fields coloured green and yellow on the said plan for the sum of eight hundred and three pounds and have also agreed with the said James Spittall to purchase (a) his undivided moiety of the said fields coloured green and yellow on the said plan and (b) the said fields coloured pink on the said plan for the sum of two thousand seven hundred and eighty pounds all the said fields to be laid out as a playing field or pleasure ground or place of public resort or recreation but subject to the conditions and stipulations hereinafter set forth how this indenture witnesseth that Noble's Trustees in consideration of the premises and of the sum of eight hundred and three pounds to Noble's Trustees paid by the Corporation out of moneys given to the Corporation by Noble's Trustees as aforesaid (the receipt whereof is hereby acknowledged) do hereby grant bargain and for ever absolutely sell and convey unto the Corporation all and singular the one undivided moiety of the said fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field the said fields being deliniated on the plan hereto annexed and coloured green and yellow thereon with all ways



watercourses easements liberties rights members  
privileges and appurtenances to the same belonging or in  
anywise appertaining to hold to the Corporation from this  
date absolutely and for ever subject nevertheless to the  
Lords Rent and all fines and customary burdens payable or  
performable in respect thereof according to the laws and  
customs of this Isle.

And this indenture also witnesseth that the said James  
Spittall in consideration of the sum of two thousand  
seven hundred and eighty pounds to him paid by the  
Corporation out of the moneys given to the Corporation by  
Noble's Trustees as aforesaid (the receipt whereof is  
hereby acknowledged) doth hereby grant bargain and for  
ever absolutely sell and convey unto the Corporation all  
and singular the one undivided moiety of the said fields  
situate in the borough of Douglas and called Belle Vue  
Fields and Scotts Field the said fields being delineated  
on the plan hereto annexed and coloured green and yellow  
thereon and also all and singular two fields fronting  
Glencrutchery Road in the said borough the said fields  
being delineated on the plan hereto annexed and coloured  
pink thereon with all ways waters watercourses easements  
liberties rights members privileges and appurtenances to  
the said several fields belonging or in anywise  
appertaining to hold to the Corporation from this date  
absolutely and for ever subject nevertheless to the Lords  
rent and all fines and customary burdens payable or  
performable in respect thereof according to the laws and  
customs of this Isle.

And this indenture further witnesseth that the  
Corporation do hereby declare that the fields  
hereinbefore expressed to be hereby conveyed shall be

maintained kept up and held by the Corporation as a playing field or pleasure ground or place of public resort or recreation but subject to the following conditions that is to say: -

- (1) The said fields shall be called "Noble's Playing Fields."
- (2) No building or erection of any kind shall be placed upon the said fields excepting a caretakers house and a refreshment room or rooms and a pavilion or pavilions with dressing and lavatory rooms and a bandstand.

And it is hereby declared and agreed upon that notwithstanding anything hereinafter contained Noble's Trustees may if they think fit to do so grant the field delineated on the said plan and coloured yellow thereon to any persons for such charitable uses or purposes as Noble's Trustees may think fit and upon such grant being made all rights of the Corporation and of the public in such field under this indenture shall thereupon cease and determine.

And the Corporation hereby agrees that the lands delineated and coloured blue on the said plan and belonging to the Corporation and situate between the field numbered 6 (six) and the fields numbered 3 and 4 (three and four) on the said plan (other than the portion thereof on which is constructed a reservoir) shall so long as such lands are not required by the Corporation for any public purpose to be approved by the Tynwald Court be added to and form part of the playing field or pleasure ground or place of public resort or recreation hereby granted.

In witness whereof the parties hereto have executed these presents this the day month and year first before written.

#### Memorandum as to Noble's Playing Fields

Memorandum made this seventeenth day of November 1909 between Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale trustees under the will and codicils of Henry Bloom Noble late of Villa Marina in the Borough of Douglas Esquire deceased (herein after referred to as "Noble's Trustees" of the one part and the Mayor Aldermen and Burgesses of the Borough of Douglas (hereinafter referred to as "the Corporation") of the other part.

Whereas Noble's Trustees and another have by deed bearing equal date herewith conveyed to the Corporation certain fields situate in the Borough of Douglas and the Parish of Onchan and delineated on the plan annexed to such deed and hereinafter called "the Playing Fields" to be used for ever hereafter as playing fields for the Borough of Douglas.

And whereas Noble's Trustees and the Corporation have come to the following agreement with reference to the laying out of the playing fields and the uses to which the playing fields may be put.



AND NOW THIS MEMORANDUM WITNESSETH that Noble's Trustees hereby undertake:-

1. To build a boundary fence or wall between the playing fields and Glencrutchery Road and between the playing fields and Dukes Road and between the playing fields and the field lying to the Southwest thereof and set apart as a site for a new church.
2. To repair the boundary fence on the Northeast side of the Playing fields.
3. To plant trees along the whole of the inside of the external boundaries of the playing fields.
4. To level the hedges lying between the fields numbered 1,2,3 and 4 (one two three and four) on the said plan so as to form one large field thereof for general recreation.
5. To level or otherwise deal with the hedge between fields numbered 2 and 7 (two and seven) on the said plan.
6. To lay out the field numbered 7 (seven) on the said plan or the lower portion thereof as a playground for children and to provide swings and a pond therein.
7. To lay out a portion of the playing fields for tennis and croquet.



8. To add to the playing fields and lay out the land coloured blue and numbered 5 (five) on the said plan belonging to and dedicated by the Corporation as part of the playing fields and to fence off the same from the Corporation Reservoir.
9. To erect a pavilion with refreshment room and dressing rooms and lavatory accommodation between the fields numbered 3 and 5 (three and five) on the said plan or in some other suitable place.
10. To erect a bandstand at or near the junction of the fields numbered 2, 3, 5 and 7 (two three five and seven) on the said plan or in some other suitable position.
11. To provide some seats or chairs.

AND THIS MEMORANDUM ALSO WITNESSETH that the Corporation may in addition to any powers conferred upon them by the Local Government Acts in respect of Recreation Grounds:-

1. Provide and sell refreshments in the said refreshment room or let the same at a rental for that purpose.
2. Provide and charge for the use of apparatus for games and charge a fee for any portion of the playing fields specially laid out for games.
3. Let the playing fields or any part thereof from time to time for special purposes (other than for football matches) and charge a fee therefor but such letting

not to exceed in the aggregate fifty two days in any one year.

4. Provide and charge for the use of seats and chairs.
5. Permit the playing fields to be grazed by sheep and to make a charge therefor.
6. Lay out any portion of the playing fields for games in addition to lawn tennis and croquet.

AND IT IS HEREBY AGREED UPON

1. That no games shall be played upon the playing fields except in accordance with the rules and regulations to be made by the Corporation.
2. That if any portion of the playing fields is required for a football match to view which an admission fee is charged the match shall be played only on the field numbered 6 (six) on the said plan and not more than 26 (twenty six) matches shall be played in any one year.

AND IT IS HEREBY AGREED UPON that subject as aforesaid the playing fields shall be open to the public daily during such hours and be subject to such regulations as the Corporation may from time to time decide.

### Conveyance of Playing Fields

This indenture made this seventeenth day of November 1909 between Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale, trustees under the will and codicils of Henry Bloom Noble deceased (the said Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and the survivors and survivor of them and the heirs of the survivor or other the persons or person for the time being acting as trustees or trustee under the said will and codicils (being hereafter included in the expression "Noble's Trustees") of the first part and James Spittall of Laureston in the said borough of Douglas Esquire advocate a widower of the second part and the Mayor Aldermen and Burgesses of the Borough of Douglas (they and their successors in office being hereinafter included in the expression "the Corporation") of the third part.

Whereas Henry Bloom Noble late of Villa Marina in the borough of Douglas Esquire died on or about the second day of May 1903 leaving a will in writing bearing the date the thirtieth day of July 1898 together with five codicils thereto bearing date retrospectively the first day of March 1901 the eighth day of April 1901 the thirtieth day of January 1902 the twenty sixth day of August 1902 and the second day of May 1903 probate whereof was on the tenth day of June 1903 granted to William Lefroy Dean of Norwich and the said Alexander Hill Robert Clucas and Llewellyn Stanley Kneale four of the executors therein named and on the sixth day of June 1904 to Samuel Harris High Bailiff of Douglas the other executor therein named.



And whereas by his said will the said Henry Bloom Noble devised and bequeathed all his real and personal estate whatsoever and wheresoever of or to which he should at his death be seised possessed or entitled or over which he should have a general power of appointment or disposition by will unto the said Samuel Harris William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and the survivors and survivor of them and the heirs executors and administrators of such survivor or other the persons or person for the time being acting under the trusts thereof upon trust that the said trustees should sell collect or otherwise convert into money according to the nature of the premises all such parts of the same premises as should not consist of money and should out of the moneys to be produced by such sale collection and conversion and all other moneys arising from or forming part of his estate pay his funeral and testamentary expenses and debts and certain legacies in the said will and codicils specified and should apply the residue of the said moneys for such charitable uses or purposes as the said trustees should in their or his absolute and uncontrolled discretion think fit.

And whereas the said Samuel Harris died on or about the ninth day of June 1905.

And whereas by indenture bearing date the twentieth day of June 1906 the said William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale in exercise of the powers conferred upon them by the will of the said Henry Bloom Noble deceased appointed Thomas Kneen Esquire His Majesty's Clerk of the Rolls a trustee under the will and codicils of the said Henry Bloom Noble deceased in

the place and stead of the said Samuel Harris deceased and in pursuance of the powers conferred upon them by the Trustees Act 1903 did thereby declare that the said trust estate should vest in the said William Lefroy Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale and in the survivors and survivor of them and the heirs executors and administrators of such survivor or other the persons or person for the time being acting under the trusts of the said will and codicils according to the nature of the property for all the estate the said William Lefroy Alexander Hill Robert Clucas and Llewellyn Stanley Kneale had therein immediately before the execution of the said indenture.

And whereas Dean Lefroy died on or about the eleventh day of August 1909.

And whereas Noble's Trustees and Dean Lefroy in exercise of the powers conferred upon them by the will of the said Henry Bloom Noble deceased decided some time ago to apply the sum of three thousand five hundred and eighty three pounds out of the residue of the estate of the said Henry Bloom Noble for the purpose of purchasing a parcel of land as a playing field or pleasure ground or place of public resort or recreation.

And whereas Noble's Trustees have paid the said sum to the Corporation for the purpose aforesaid as the Corporation hereby admit.

And whereas Noble's Trustees are entitled in fee simple free from encumbrances to one undivided moiety of certain fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field and the said James Spittall



is entitled in fee simple free from encumbrances to the other undivided moiety of the said fields all the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon.

And whereas the said James Spittall is entitled in fee simple free from encumbrances to two fields fronting Glencrutchery Road in the said borough the said fields being delineated on the said plan and coloured pink thereon.

And whereas the Corporation have agreed with Noble's Trustees to purchase their undivided moiety of the said fields coloured green and yellow on the said plan for the sum of eight hundred and three pounds and have also agreed with the said James Spittall to purchase (a) his undivided moiety of the said fields coloured green and yellow on the said plan and (b) the said fields coloured pink on the said plan for the sum of two thousand seven hundred and eighty pounds all the said fields to be laid out as a playing field or pleasure ground or place of public resort or recreation but subject to the conditions and stipulations hereinafter set forth how this indenture witnesseth that Noble's Trustees in consideration of the premises and of the sum of eight hundred and three pounds to Noble's Trustees paid by the Corporation out of moneys given to the Corporation by Noble's Trustees as aforesaid (the receipt whereof is hereby acknowledged) do hereby grant bargain and for ever absolutely sell and convey unto the Corporation all and singular the one undivided moiety of the said fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon with all ways



watercourses easements liberties rights members privileges and appurtenances to the same belonging or in anywise appertaining to hold to the Corporation from this date absolutely and for ever subject nevertheless to the Lords Rent and all fines and customary burdens payable or performable in respect thereof according to the laws and customs of this Isle.

And this indenture also witnesseth that the said James Spittall in consideration of the sum of two thousand seven hundred and eighty pounds to him paid by the Corporation out of the moneys given to the Corporation by Noble's Trustees as aforesaid (the receipt whereof is hereby acknowledged) doth hereby grant bargain and for ever absolutely sell and convey unto the Corporation all and singular the one undivided moiety of the said fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon and also all and singular two fields fronting Glencrutchery Road in the said borough the said fields being delineated on the plan hereto annexed and coloured pink thereon with all ways waters watercourses easements liberties rights members privileges and appurtenances to the said several fields belonging or in anywise appertaining to hold to the Corporation from this date absolutely and for ever subject nevertheless to the Lords rent and all fines and customary burdens payable or performable in respect thereof according to the laws and customs of this Isle.

And this indenture further witnesseth that the Corporation do hereby declare that the fields hereinbefore expressed to be hereby conveyed shall be

maintained kept up and held by the Corporation as a playing field or pleasure ground or place of public resort or recreation but subject to the following conditions that is to say: -

- (1) The said fields shall be called "Noble's Playing Fields."
- (2) No building or erection of any kind shall be placed upon the said fields excepting a caretakers house and a refreshment room or rooms and a pavilion or pavilions with dressing and lavatory rooms and a bandstand.

And it is hereby declared and agreed upon that notwithstanding anything hereinafter contained Noble's Trustees may if they think fit to do so grant the field delineated on the said plan and coloured yellow thereon to any persons for such charitable uses or purposes as Noble's Trustees may think fit and upon such grant being made all rights of the Corporation and of the public in such field under this indenture shall thereupon cease and determine.

And the Corporation hereby agrees that the lands delineated and coloured blue on the said plan and belonging to the Corporation and situate between the field numbered 6 (six) and the fields numbered 3 and 4 (three and four) on the said plan (other than the portion thereof on which is constructed a reservoir) shall so long as such lands are not required by the Corporation for any public purpose to be approved by the Tynwald Court be added to and form part of the playing field or pleasure ground or place of public resort or recreation hereby granted.

In witness whereof the parties hereto have executed these presents this the day month and year first before written.

#### Memorandum as to Noble's Playing Fields

Memorandum made this seventeenth day of November 1909 between Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale trustees under the will and codicils of Henry Bloom Noble late of Villa Marina in the Borough of Douglas Esquire deceased (herein after referred to as "Noble's Trustees" of the one part and the Mayor Aldermen and Burgesses of the Borough of Douglas (hereinafter referred to as "the Corporation") of the other part.

Whereas Noble's Trustees and another have by deed bearing equal date herewith conveyed to the Corporation certain fields situate in the Borough of Douglas and the Parish of Onchan and delineated on the plan annexed to such deed and hereinafter called "the Playing Fields" to be used for ever hereafter as playing fields for the Borough of Douglas.

And whereas Noble's Trustees and the Corporation have come to the following agreement with reference to the laying out of the playing fields and the uses to which the playing fields may be put.



AND NOW THIS MEMORANDUM WITNESSETH that Noble's Trustees hereby undertake:-

1. To build a boundary fence or wall between the playing fields and Glencrutchery Road and between the playing fields and Dukes Road and between the playing fields and the field lying to the Southwest thereof and set apart as a site for a new church.
2. To repair the boundary fence on the Northeast side of the Playing fields.
3. To plant trees along the whole of the inside of the external boundaries of the playing fields.
4. To level the hedges lying between the fields numbered 1,2,3 and 4 (one two three and four) on the said plan so as to form one large field thereof for general recreation.
5. To level or otherwise deal with the hedge between fields numbered 2 and 7 (two and seven) on the said plan.
6. To lay out the field numbered 7 (seven) on the said plan or the lower portion thereof as a playground for children and to provide swings and a pond therein.
7. To lay out a portion of the playing fields for tennis and croquet.

8. To add to the playing fields and lay out the land coloured blue and numbered 5 (five) on the said plan belonging to and dedicated by the Corporation as part of the playing fields and to fence off the same from the Corporation Reservoir.
9. To erect a pavilion with refreshment room and dressing rooms and lavatory accommodation between the fields numbered 3 and 5 (three and five) on the said plan or in some other suitable place.
10. To erect a bandstand at or near the junction of the fields numbered 2, 3, 5 and 7 (two three five and seven) on the said plan or in some other suitable position.
11. To provide some seats or chairs.

AND THIS MEMORANDUM ALSO WITNESSETH that the Corporation may in addition to any powers conferred upon them by the Local Government Acts in respect of Recreation Grounds:-

1. Provide and sell refreshments in the said refreshment room or let the same at a rental for that purpose.
2. Provide and charge for the use of apparatus for games and charge a fee for any portion of the playing fields specially laid out for games.
3. Let the playing fields or any part thereof from time to time for special purposes (other than for football matches) and charge a fee therefor but such letting

not to exceed in the aggregate fifty two days in any one year.

4. Provide and charge for the use of seats and chairs.
5. Permit the playing fields to be grazed by sheep and to make a charge therefor.
6. Lay out any portion of the playing fields for games in addition to lawn tennis and croquet.

AND IT IS HEREBY AGREED UPON

1. That no games shall be played upon the playing fields except in accordance with the rules and regulations to be made by the Corporation.
2. That if any portion of the playing fields is required for a football match to view which an admission fee is charged the match shall be played only on the field numbered 6 (six) on the said plan and not more than 26 (twenty six) matches shall be played in any one year.

AND IT IS HEREBY AGREED UPON that subject as aforesaid the playing fields shall be open to the public daily during such hours and be subject to such regulations as the Corporation may from time to time decide.



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SCALE OF FEET

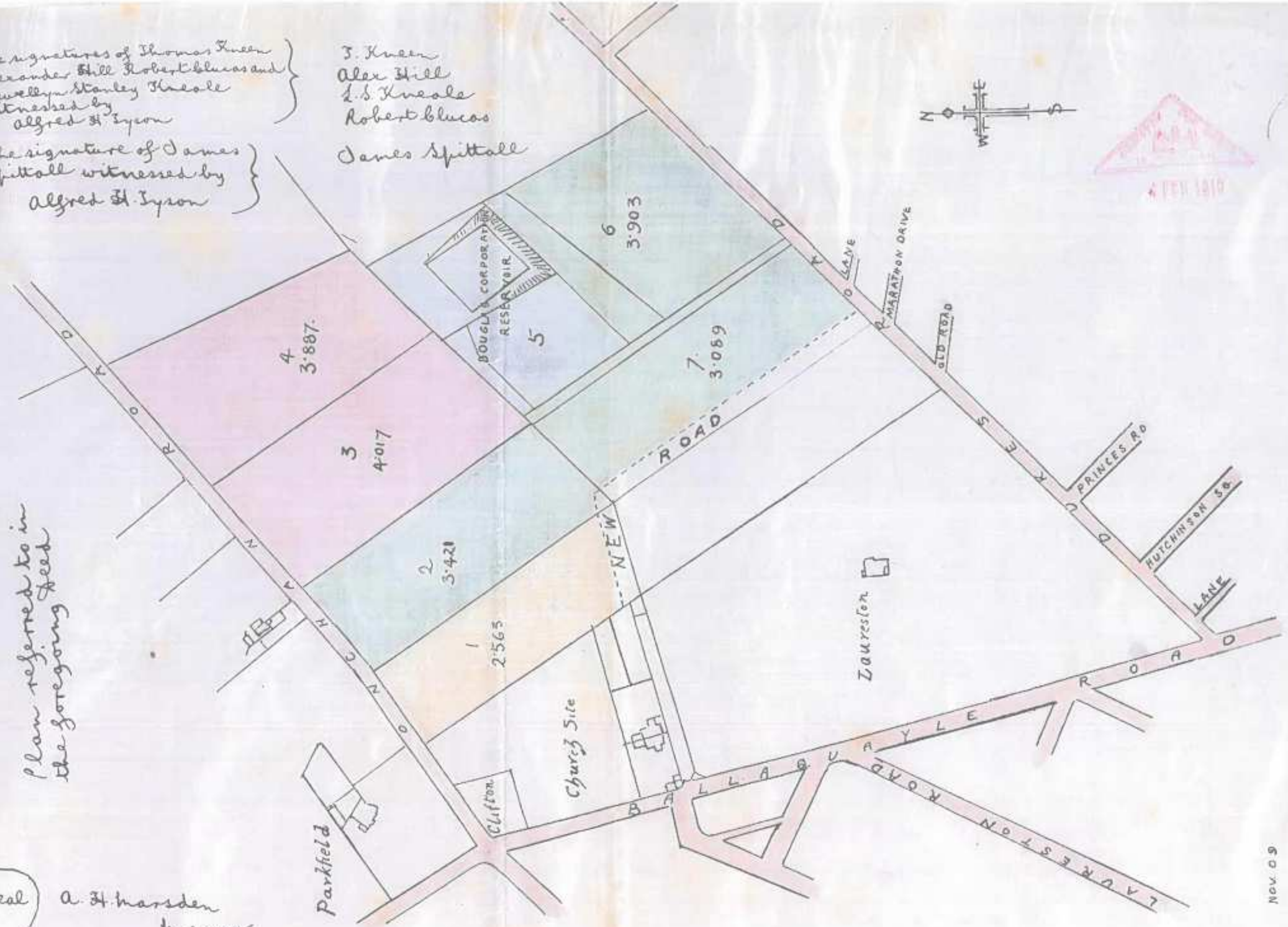
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The signatures of Thomas Kneen  
 Alexander Hill Robert blucas and  
 Havellyn Stanley Kneale  
 witnessed by  
 Alfred H. Iyson  
 The signature of James  
 Spittall witnessed by  
 Alfred H. Iyson

T. Kneen  
 Alex Hill  
 L. S. Kneale  
 Robert blucas  
 James Spittall

Plan referred to in  
the foregoing deed

Seal  
 A. H. Marsden  
 Mayor  
 Witnessed by  
 A. Robertson  
 Town Clerk



NOV. 09



27/13

an

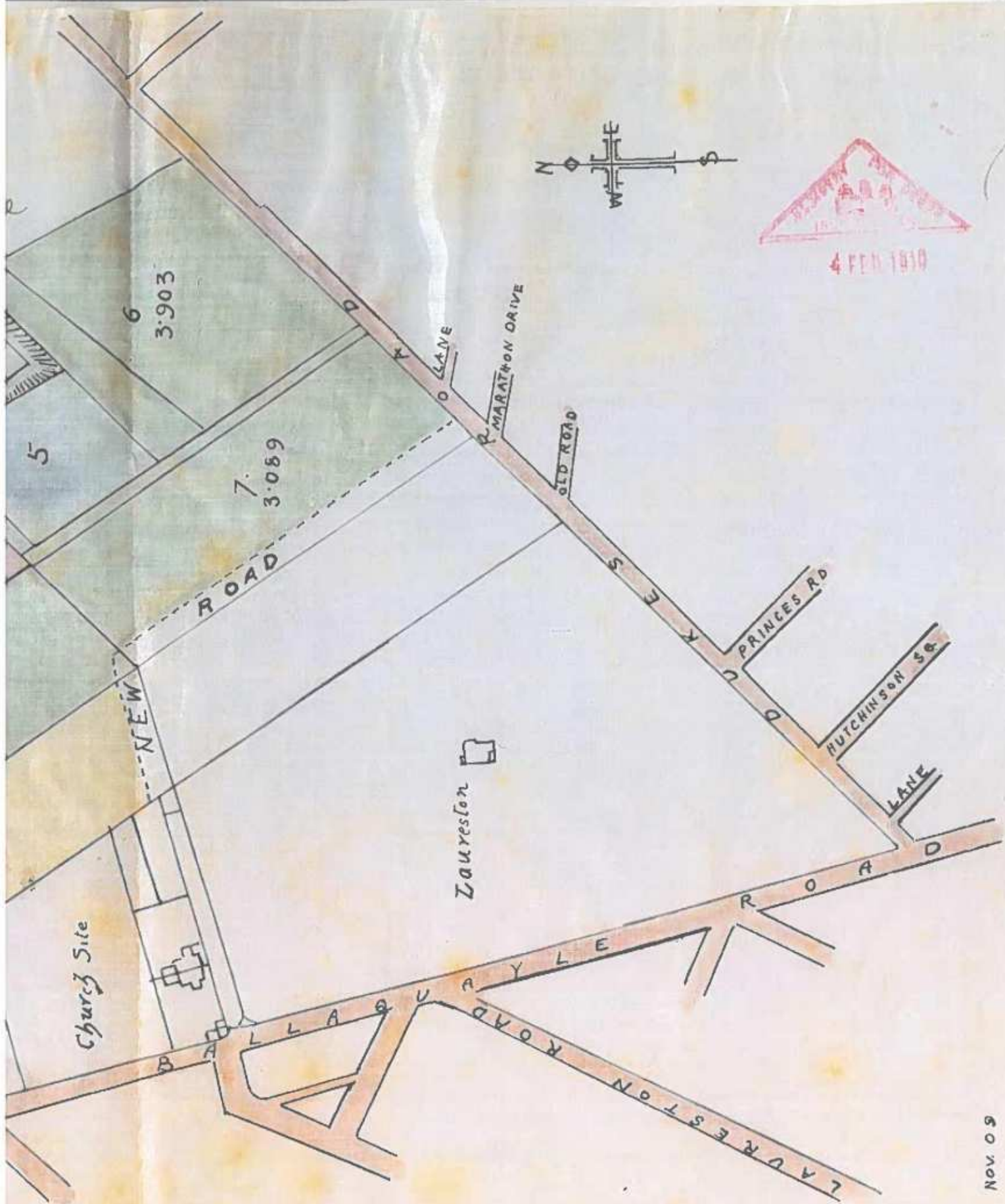


This Indenture made this seventeenth day of November one thousand nine hundred and nine Between Thomas Kneen Alexander Hill Robert blucas and Llewellyn Stanley Kneale trustees under the will and codicils <sup>intestates</sup> of Henry Bloom Noble deceased (the said Thomas Kneen Alexander Hill Robert blucas and Llewellyn Stanley Kneale and the survivors and survivor of them and the heirs of the survivor or other the persons or person for the time being acting as trustees or trustee under the said Will and codicils (being hereinafter included in the expression 'Nobles Trustees') of the first part and James Spittall of Laureston in the said borough of Douglas Esquire advocate a widower of the second part and the Mayor Aldermen and Burgesses of the Borough of Douglas (they and their successors in office being hereinafter included in the expression 'the Corporation') of the third part Whereas Henry Bloom Noble late of Villa Marina in the borough of Douglas Esquire died on or about the second day of May 1903 leaving a Will in writing bearing date the thirtieth day of July 1898 together

March 1901 the eighth day of April  
1901 the thirtieth day of January  
1902 the twenty sixth day of August  
1902 and the second day of May  
1903 probate whereof was on the  
tenth day of June 1903 granted to  
William Defroy Dean of Norwich and  
the said Alexander Still Robert  
blucas and Llewellyn Stanley Kneale  
four of the executors therein named  
and on the sixth day of June 1904  
to Samuel Harris High Bailiff of Doughton  
the other executor therein named

And whereas by his said Will  
the said Henry Bloom Noble devised  
and bequeathed all his real and  
personal estate whatsoever and  
wheresoever of or to which he  
should at his death be seised  
possessed or entitled or over which  
he should have a general power  
of appointment or disposition by  
Will unto the said Samuel Harris  
William Defroy Alexander Still  
Robert blucas and Llewellyn Stanley  
Kneale and the survivors and  
survivor of them and the heirs  
executors and administrators of  
such survivor or other the person  
or person for the time being  
acting under the trusts thereof





Nov 09

convert into money according to the nature of the premises all such parts of the same premises as should not consist of money and should out of the moneys to be produced by such sale collection and conversion and all other moneys arising from or forming part of his estate pay his funeral and testamentary expenses and debts and certain legacies in the said will and codicils specified and should apply the residue of the said moneys for such charitable uses or purposes as the said trustees should in their or his absolute and uncontrolled discretion think fit And whereas the said Samuel Harris died on or about the ninth day of June 1905

And whereas by Indenture bearing date the twentieth day of June 1906 the said William Jeffrey Alexander Hill Robert Lucas and Llewellyn Stanley Kneale in exercise of the powers conferred upon them by the Will of the said Henry Bloom Noble deceased appointed Thomas Kneen Esquire His Majesty's Clerk of the Rolls a trustee under the will and codicils of the said Henry

Harris deceased and in pursuance of the powers conferred upon them by the Trustee Act 1903 did thereat declare that the said trust estate should vest in the said William Lefroy Thomas Kneen Alexander Hill Robert Lucas and Hewllyn Stanley Kneale and in the survivor and survivor of them and the he executors and administrators of su survivor or other the persons or person for the time being acting under the trusts of the said will and codicils according to the nature of the property for all the estate the said William Lefroy Alexander Hill Robert Lucas and Hewllyn Stanley Kneale had therein immediately before the execution of the said Indenture And whereas Lean Lefroy died on or about the eleventh day of August 1909. And whereas Noble's Trustees and Lean Lefroy in exercise of the powers conferred upon them by the will of the said Henry Bloom Noble deceased decided some time ago to apply the sum of three thousand five hundred and eighty three pounds out of the residue of the estate of the said Henry Bloom Noble for the purpose of



place of public resort or recreation

And whereas Hobbs Trustees have paid the said sum to the Corporation for the purpose aforesaid as the Corporation hereby admit. And whereas Hobbs Trustees are entitled in fee simple free from encumbrances to one undivided moiety of certain fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field and the said James Spittall is entitled in fee simple free from encumbrances to the other undivided moiety of the said fields all the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon. And whereas the said James Spittall is entitled in fee simple free from encumbrances to two fields fronting Glencrutchery Road in the said borough the said fields being delineated on the said plan and coloured pink thereon. And whereas the Corporation have agreed with Hobbs Trustees to purchase their undivided moiety of the said fields coloured green and yellow on the said plan for the sum of eight hundred and thirty pounds and have also agreed with the said

coloured green and yellow on the said plan and (b) the said field coloured pink on the said plan for the sum of two thousand seven hundred and eighty pounds all the said fields to be laid out as a playing field or pleasure ground or place of public resort or recreation but subject to the conditions and stipulations hereinafter set forth Now this Indenture witnesseth that Hobbes Trustees in consideration of the premises and of the sum of eight hundred and three pounds to Hobbes Trustees paid by the Corporation out of the moneys given to the Corporation by Hobbes Trustees as aforesaid (the receipt whereof is hereby acknowledged) do hereby grant bargain and forever absolutely sell and convey unto the Corporation all and singular the one undivided moiety of the said fields situate in the borough of Douglas and called Belle Vue Fields and Scotts Field the said fields being delineated on the plan hereunto annexed and coloured green and yellow thereon with all ways waters watercourses easements liberties rights members privileges and appurtenances to the same belonging

absolutely and for ever subject nevertheless to the Lords rent and all fines and customary burdens payable or performable in respect thereof according to the laws and customs of this Isle And this Indenture also witnesseth that the said James Spittall in consideration of the sum of two thousand seven hundred and eighty pounds to him paid by the Corporation out of the moneys given to the Corporation by Hobbes Trustees as aforesaid (the receipt whereof is hereby acknowledged) doth hereby grant bargain and for ever absolutely sell and convey unto the Corporation All and Singular the one undivided moiety of the said fields situate in the borough of Douglas and called Gine Vne Fields and Scotts Field the said fields being delineated on the plan hereto annexed and coloured green and yellow thereon and also All and Singular two fields fronting Glenrutchery Road in the said borough the said fields being delineated on the plan hereto annexed and coloured pink thereon with all ways waters watercourses



the said several fields belonging or in anywise appertaining To hold to the Corporation from this date absolutely and forever subject nevertheless to the Lords rent and all fines and customary burdens payable or performable in respect thereof according to the laws and customs of this Isle. And this Indenture further witnesseth that the Corporation do hereby declare that the fields hereinbefore expressed to be hereby conveyed shall be maintained kept up and held by the Corporation as a playing field or pleasure ground or place of public resort or recreation but subject to the following conditions that is to say :-

- (1) The said fields shall be called "Hobbs's Playing Fields".
- (2) No building or erection of any kind shall be placed upon the said fields excepting a cartlathers house and a refreshment room or rooms and a pavilion or pavilions with dressing and lavatory rooms and a bandstand.

And it is hereby declared and agreed upon that notwithstanding anything hereinbefore contained Hobbs's Trustees may if they think fit to

yellow thereon to any person or persons for such charitable uses or purposes as Hobbs' Trustees may think fit and upon such grant being made all rights of the Corporation and of the public in such field under this Indenture shall thereupon cease and determine. And the Corporation hereby agrees that the lands delineated and coloured blue on the said plan and belonging to the Corporation and situate between the field numbered 5 6 (five six) and the field numbered 6 3 and 7 4 (six three and seven four) on the said plan (other than the portion thereof on which is constructed a reservoir) shall so long as such lands are not required by the Corporation for any public purpose to be approved of by the Synwald Court be added to and form part of the playing field or pleasure ground or place of public resort or recreation hereby granted. In witness whereof the parties hereto have executed these presents this ten day month and year first before written.

A.B.S.

F.D.D.

A.R.

Signed and delivered by  
Hobbs' Trustees in presence of

J. H. H.

Alfred Hill

Signed and delivered by  
James Spittal in  
presence of  
Alfred H. Tyson

James Spittal

Sealed and delivered by  
the Corporation in  
presence of  
A. Robertson  
Town Clerk



A. H. Marsden  
Mayor

At Douglas the 24<sup>th</sup> day of November 1909  
Alfred Hicks Tyson known to me  
and a subscribing witness to the  
execution of the foregoing Deed app<sup>rs</sup>  
and made oath that Thomas Kneale  
Alexander Hill Robert Lucas Dwyer,  
Stanley Kneale and James Spittal  
five of the executing parties thereto  
duly executed such deed and signed  
the plan thereto annexed in my  
presence.

(See  
Stamp  
2/)

Before me

Frank J. Robinson  
Legl. of Deeds

At Douglas, Isle of Man

30<sup>th</sup> November 1909

Alexander Robertson one of the  
subscribing witnesses to the foregoing



Holy Evangelists that the corporate  
Seal of the Mayor Aldermen &  
Burgesses of the Borough of Douglas  
was affixed thereto and the same  
signed by Arthur Henry Harden  
Mayor of such Borough in his own  
presence.

See  
Stamp  
if

Before me

Frank J. Johnson

Reg<sup>r</sup> of Deeds

Registry Office for Deeds

6<sup>th</sup> December 1909

I certify that the foregoing Deed  
was this day at the hour of Twelve  
o'clock noon received by me at  
this Office for the purpose of being  
Registered and Recorded according  
to law, and that the same is duly  
Registered, Recorded and Entered in  
the Requisition Book Seventeen  
Page 10 h<sup>o</sup> 122.

Frank J. Johnson

Registrar

A true Copy

Francis J. Johnson

Registrar of Deeds.

Dated 17 November, 1909

Quelch an

Thomas Xuen and  
others Trustees under  
the Will and codicils  
of Henry Bloom both  
deceased

— to —

The Mayor Aldermen  
and Burgesses of the  
Borough of Douglas

Conveyance  
of Gleaying fields

Part in office copy of  
Deed 10/11/09

Copy 16/1

123  
FEBRUARY  
1961  
ONCHAN

REGISTERED  
SAT. -4 FEB 61  
7.50  
2v3  
S. L. F. J. J. J.

THIS INDENTURE made this 12th day of January  
One thousand nine hundred and sixty one BETWEEN WILLIE VINER  
formerly of 137 Newton Drive Blackpool in the County of Lancaster  
now of 424 Lytham Road Blackpool aforesaid Company Director - a  
Widower - (hereinafter called "the Vendor") of the one part  
and THE MAJOR ALDERMEN AND BURGESES OF THE BOROUGH OF DOUGLAS  
(hereinafter called "the Corporation") of the other part

W H E R E A S:

1. The Vendor is seised and possessed in fee simple of inter alia ALL and SINGULAR the hereditaments and premises set forth and described in the Schedule at the foot hereof (hereinafter called "the Scheduled Property")
2. The Corporation is a local authority within the meaning of the Local Government Acts
3. Section 3 of the Local Government Act 1950 provides that a local authority may with the approval of a resolution of Tynwald acquire by compulsory purchase any property which may be required for the purposes of the local authority and upon such approval being obtained the compensation to be payable in respect of any property so compulsorily acquired should be ascertained in the manner and on the basis and subject to the terms and conditions prescribed by the Public Authorities (Acquisition of Land) Acts 1923 to 1948 and for the purposes of such Acts a local authority shall be deemed to be a public authority authorised to acquire land compulsorily
4. The Corporation presented on the 20th day of April 1950 its Petition to Tynwald for a Resolution authorising the Corporation to put into force the provisions of the Public Authorities (Acquisition of Land) Acts 1923 to 1948 for the purpose of acquiring the Scheduled Property by compulsory purchase and at a sitting of the Tynwald Court held on the 17th day of November 1959 by adjournment from the 19th day of May 1959 Tynwald was pleased to Order that the Prayer of the Petition be granted and that the costs of the Vendor of and incidental to the Petition and the hearing both before the Isle of Man Local Government Board and Tynwald be paid by the Corporation (to be taxed as between party and party)
5. Following the passing of the Resolution to acquire the Scheduled Property by compulsory purchase the Corporation entered into negotiations with the Vendor and in exercise of the powers conferred upon the Corporation by Section 6 of the Land Clauses Act 1871 the Corporation agreed to purchase the Scheduled Property for the consideration hereinafter appearing
6. The Vendor has agreed to sell and convey the Scheduled Property unto the Corporation who have called upon the Vendor for a conveyance thereof

NOW THEREFORE THIS INDENTURE WITNESSETH that the Vendor in consideration of the sum of TWELVE THOUSAND SIX HUNDRED POUNDS (£12,600) and the costs of the Vendor of and incidental to the Petition for compulsory acquisition of the Scheduled Property and the hearing before the Isle of Man Local Government Board Together with the valuation fees and costs of the conveyance of the Scheduled Property (the receipt whereof is hereby acknowledged) DOTH HEREBY grant bargain and for ever absolutely sell and convey





1881

unto the Purchaser ALL and SINGULAR the Scheduled Property WITH all ways waters watercourses liberties privileges easements rights and advantages whatsoever appertaining to the Scheduled Property or any part thereof or used occupied or enjoyed therewith or reputed or known as part or parcel thereof or appurtenant thereto TO HOLD the Scheduled Property unto the Corporation its successors and assigns from this date absolutely and for ever BUT SUBJECT NEVERTHELESS to and with the benefit of the covenants conditions agreements and stipulations contained in any prior Deed of Sale or other instrument of title duly recorded in the Registry Office for Deeds AND IN PARTICULAR those contained in a certain Deed of Conveyance bearing date the 13th day of December 1950 from Douglas Holiday Camp Limited to the Vendor so far forth as the same are valid subsisting and capable of being enforced

AND the Corporation for itself and its successors and assigns DOTH HEREBY covenant to and with the Vendor and his heirs executors administrators and assigns the owner or owners for the time being of the adjoining lands of the Vendor on the North Eastern side thereof (and so that this covenant shall enure for the benefit of such adjoining lands into whosoever hands the same may come) that the Corporation shall and will at its own expense erect and for ever maintain a good and sufficient stock proof fence between the Scheduled Property and such adjoining lands of the Vendor such fence to be a concrete post and wire and chain link fence four feet six inches in height

AND the Purchaser (with the object and intention of affording to the Vendor and his heirs executors and administrators a full and sufficient indemnity in respect of the said covenants conditions agreements and stipulations but not further or otherwise) DOTH HEREBY for itself and its successors and assigns covenant with the Vendor and his heirs executors and administrators that it the Corporation and its successors and assigns will at all times hereafter observe perform and be bound by all the said covenants conditions agreements and stipulations and will keep the Vendor and his heirs executors and administrators indemnified against all actions suits proceedings costs damages claims demands and liability in respect of any breach thereof arising after the date hereof

AND the Vendor DOTH HEREBY for himself and his heirs executors and administrators covenant with the Corporation and its successors and assigns that he the Vendor hath good right full power and lawful authority to grant bargain sell and convey the Scheduled Property in manner aforesaid and that he and his heirs executors and admini-

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strators shall and will warrant maintain uphold and defend the same  
unto the Corporation and its successors and assigns FREE FROM  
ENCUMBRANCES and from and against the claim challenge and demand  
of all and every person or persons whomsoever

IN WITNESS WHEREOF the parties hereto have executed these  
presents the day and year aforesaid

SCHEDULE WITHIN REFERRED TO

A certain parcel of land part of the Ballaquayle Estate lying  
between Glencrutchery Road and Dukes Road in the Borough of  
Douglas and Parish of Onchan the same containing 17.706 acres  
of land or thereabouts and being delineated and edged with Red on  
the plan annexed hereto to which said hereditaments (inter alia)  
the Vendor became entitled by Deed of Conveyance bearing date the  
13th day of December 1950 from Douglas Holiday Camp Limited  
(March 1951/114)

SIGNED and DELIVERED by the  
Vendor in presence of:

Willie Green  
14214, Lytham Road,  
Blackpool.

Willie Green

Companion

SEALED SIGNED and DELIVERED by the  
Corporation in presence of:

J. A. B. B. B.  
TOWN CLERK



181 L

PLAN REFERRED TO :-

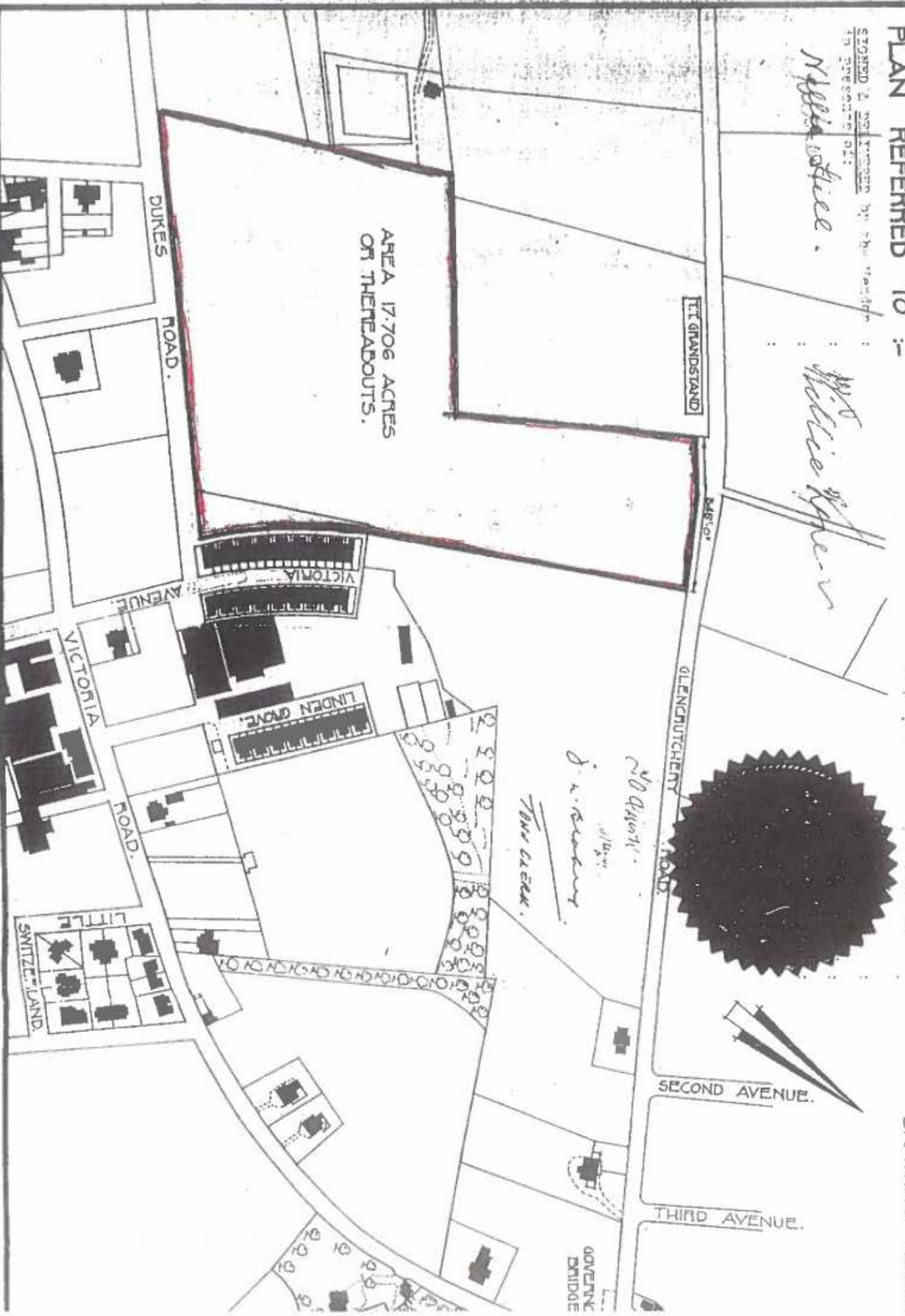
STANDARD 2 DOTTED LINE ON THE MAP  
IN THE SOUTH EAST

*Rolls Office*

*Willie Wilson*

NOT TO SCALE  
THE SCALE OF THE MAP IS 1" = 100 YARDS

DRAWING NUMBER





DATED 17th. November 1909.

---

BETWEEN

THOMAS KNEEN and Others  
Trustees under the Will  
and Codicils of HENRY  
BLOOM NOBLE deceased

----- and -----

The CORPORATION of  
DOUGLAS.

---

MEMORANDUM

as to

NOBLES PLAYING FIELDS.

---

MEMORANDUM made this secenteenth day of November one thousand nine hundred and nine BETWEEN Thomas Kneen Alexander Hill Robert Clucas and Llewellyn Stanley Kneale trustees under the Will and Codicils of Henry Bloom Noble late of Villa Marina in the Borough of Douglas Esquire deceased (hereinafter referred to as "Nobles Trustees") of the one part and the Mayor Aldermen and Burgesses of the Borough of Douglas (hereinafter referred to as "the Corporation") of the other part.

WHEREAS Nobles Trustees and another have by deed bearing equal date herewith conveyed to the Corporation certain fields situate in the Borough of Douglas and parish of Onchan and delineated on the plan annexed to such deed and hereinafter called "the Playing Fields to be used for ever hereafter as playing fields for the Borough of Douglas.

AND WHEREAS Nobles Trustees and the Corporation have come to the following agreement with reference to the laying out of the playing fields and the uses to which the playing fields may be put.

AND NOW THIS MEMORANDUM WITNESSETH that Nobles Trustees hereby undertake:-

1. To build a boundary fence or wall between the playing fields and Glencrutchery Road and between the playing fields and Dukes Road and between the playing fields and the field lying to the South West thereof and set apart as a site for a new church.
2. To repair the boundary fence on the North East side of the Playing Fields.
3. To plant trees along the whole of the inside of the external boundaries of the playing fields.
4. To level the hedges lying between the fields numbered 1, 2, 3 and 4 (one two three and four) on the said plan so as to form one large field thereof for general recreation.
5. To level or otherwise deal with the hedge between fields numbered 2 and 7 (two and seven) on the said plan.



6. To lay out the field numbered 7 (seven) on the said plan or the lower portion thereof as a playground for children and to provide swings and a pond therein.
7. To lay out a portion of the playing fields for tennis and croquet.
8. To add to the playing fields and lay out the land coloured blue and numbered 5 (five) on the said plan belonging to and dedicated by the Corporation as part of the playing fields and to fence off the same from the Corporation Reservoir.
9. To erect a pavilion with refreshment room dressing rooms and lavatory accommodation between the fields numbered 3 and 5 (three and five) on the said plan or in some other suitable place.
10. To erect a bandstand at or near the junction of the fields numbered 2, 3, 5 and 7 (two three five and seven) on the said plan or in some other suitable position.
11. To provide some seats or chairs.

AND THIS MEMORANDUM ALSO WITNESSETH that the Corporation may in addition to any powers conferred upon them by the Local Government Acts in respect of Recreation Grounds

1. Provide and sell refreshments in the said refreshment room or let the same at a rental for that purpose.
2. Provide and charge for the use of apparatus for games and charge a fee for any portion of the playing fields specially laid out for games.
3. Let the playing fields or any part thereof from time to time for special purposes (other than for football matches) and charge a fee therefor but such letting not to exceed in the aggregate fifty two days in any one year.



3.

4. Provide and charge for the use of seats and chairs. ✓
5. Permit the playing fields to be grazed by sheep and to make a charge therefor.
6. Lay out any portion of the playing fields for games in addition to lawn tennis and croquet.

AND IT IS HEREBY AGREED UPON

1. That no games shall be played upon the playing fields except in accordance with rules and regulations to be made by the Corporation. ✓
2. That if any portion of the playing fields is required for a football match to view which an admission fee is charged the match shall be played only on the field numbered 6 (six) on the said plan and not more than 26 (twenty six) matches shall be played in any one year. ✓

AND IT IS ALSO HEREBY AGREED UPON that subject as aforesaid the playing fields shall be open to the public daily during such hours and be subject to such regulations as the Corporation may from time to time decide. ✓

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first before written.

Signed and Delivered by	)	T. Kneen.
Nobles Trustees in	)	L. S. Kneale.
presence of:-	)	Robert Clucas,
Alfred H. Tyson.	)	Alex. Hill.

Sealed and Delivered by	)	
the Corporation in	)	SEAL.
presence of:-	)	A. H. Marsden,
A. Robertson,	)	Mayor.
Town Clerk.	)	

draft conditions  
at  
Haying fields  
.

from Assoc  
B.M.



Memorandum made this twentieth day of November one thousand nine hundred and nine Between Thomas Kuen Alexander Mill Robert Lucas and Llewellyn Stanley Tuck trustees under the will and codicils of Henry Bloom Noble late of Villa Marina in the Borough of Douglas Esquire deceased (hereinafter referred to as "Noble's Trustees") of the one part and the Mayor Aldermen and Burgesses of the Borough of Douglas (hereinafter referred to as "the Corporation") of the other part

Whereas Noble's Trustees and another have by and bearing equal date herewith conveyed to the Corporation certain fields situate in the Borough of Douglas and Parish of Auchan and delineated on the plan annexed to such deed and hereinafter called "the Playing Fields" to be used for ever hereafter as playing fields for the Borough of Douglas

And Whereas Noble's Trustees and the Corporation have come to the following agreement with reference to the playing



and the uses to which the playing fields may be put.  
Now this Memorandum witnesseth  
that Nobles Trustees hereby undertake :-

1. To build a boundary fence or wall between the playing fields and Glycerulchery Road and between the playing fields and Aukis Road and between the playing fields and the fields lying to the South West thereof and set apart as a site for a new church ———

2. To repair the boundary fence on the North East side of the playing fields ———

3. To plant trees along the whole of the inside of the external boundaries of the playing fields ———

4. To level the ledges lying between the fields numbered 1, 2, 3, and 4 (one two three and four) on the said plan so as to form one large field thereof for general recreation ———

5. To level or otherwise deal with the hedge between



(two and seven) on the said plan —

6. To lay out the field numbered 7 (seven) on the said plan or the lower portion thereof as a playground for children and to provide swings and a pond therein —

7. To lay out a portion of the playing fields for tennis and croquet —

8. To add to the playing fields and lay out the lands coloured blue and numbered 5 (five) on the said plan belonging to and dedicated by the Corporation as part of the playing fields and to fence off the same from the Corporation reservoir —

9. To erect a pavilion with refreshment room dressing rooms and lavatory accommodation between the fields numbered 3 and 5 (three and five) on the said plan or in some other suitable place —

10. To erect a bandstand at or near the junction of the fields numbered 2, 3, 5, and 7

on the said plan or in some other suitable position —

office  
11. To provide some seats ~~and~~ <sup>or</sup> chairs —

And this Memorandum also witnesseth that the Corporation may in addition to any powers conferred upon them by the Local Government Acts in respect of Recreation Grounds

✓ 1. Provide and sell refreshments in the said refreshment room or let the same at a rental for that purpose —

✓ 2. Provide and charge for the use of apparatus for games and charge a fee for any portion of the playing fields specially laid out for games

✓ 3. Let the playing fields or any part thereof from time to time for special purposes (other than for football matches) and charge a fee therefor but such letting not to exceed in the aggregate fifty two days in any one year —

4. Provide and charge for the use of seats and chairs —



to be grazed by sheep and  
to make a charge therefor —

6. Lay out any portion of  
the playing fields for games  
in addition to lawn tennis  
and croquet —

And it is hereby agreed upon

1. That no games shall be  
played upon the playing fields  
except in accordance with  
rules and regulations to be  
made by the Corporation

2. That if any portion of the  
playing fields is required for  
a football match to view  
which an admission fee is  
charged the match shall be  
played only on the field  
numbered 6 (six) on the said  
plan and not more than  
26 (twenty six) matches shall  
be played in any one year

And it is also hereby agreed  
upon that subject as aforesaid  
the playing fields shall be  
open to the public daily during  
such hours and be subject to  
such regulations as the  
Corporation may from time to  
time decide —

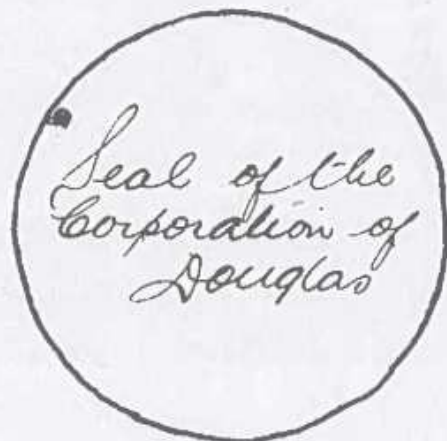
In witness whereof the

these presents this the day  
month and year first before  
written

Signed and delivered  
by Robert Russell in  
presence of  
Alfred W. Tyson

J. Kueen  
L. Kueen  
Robert Lucas  
Alex Still

Signed and delivered  
by the Corporation  
in presence of  
A. Robertson  
Town Clerk



A. H. Marsden  
Mayor



Dated 17<sup>th</sup> Decr 1909

Presented to the

Bellevue

Thomas J. Allen and others  
trustees under the will  
and estate of Henry  
Allen both deceased  
— and —

The Corporation of  
Glasgow

Memorandum  
as to —  
Bells & Claying Sticks  
—

Copy

Dec 20 1909

Levee & Co



