

This CONVEYANCE is made the twentieth day of July one thousand nine hundred and fifty BETWEEN JOHN EVERSON RUSSELL JOHN THOMAS EVERSON and GEORGE WILLIAM EVERSON all of Old Hall Farm Tasburgh in the county of Norfolk carrying on business in partnership as Farmers (hereinafter called “the Grantors”) of the first part LLOYDS BANK LIMITED whose Registered office is at 71 Lombard Street in the city of London (hereinafter called “the Bank”) of the second part and WILLIAM CHRISTOPHER OAKLEY of Cherry Tree House Upper Tasburgh in the county of Norfolk Café proprietor and HARRY MORTON FLEGG of Waterloo House Tasburgh aforesaid (hereinafter called “the Trustees”) of the third part WHEREAS:-

- (1) At the date of the legal charge hereinafter recited the Grantors were seised in unincumbered fee simple in possession of the property first and secondly hereinafter described as joint tenants legally and beneficially as part of their partnership assets.
- (2) By a legal charge dated the ninth day of April one thousand nine hundred and forty-six and made between the Grantors of the one part and the bank of the other part the said property was with other property charged by the Grantors by way of legal mortgage with payment to the Bank of all money owing by the Grantors to the bank.
- (3) The Grantors are desirous of freely and voluntarily giving to the Trustees the said property first hereinafter described and have agreed with the Trustees for the sale to them of the said property secondly hereinafter described at the price of thirty pounds.
- (4) The Trustees have requested the Grantors to grant and convey the said property in manner and upon the trusts hereinafter appearing.
- (5) The Bank being satisfied that the other property comprised in the said Legal Charge is a sufficient security for all moneys thereby secured has agreed to join in this deed in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

IN pursuance of the said desire and with the concurrence of the Bank and the Grantors as Beneficial Owners hereby grant and convey and the Bank as mortgagee hereby releases unto the Trustees ALL THAT the property firstly described in the first schedule hereto and in consideration of the sum of Thirty pounds paid to the Grantors by the Trustees with the consent of the Bank (the receipt whereof the Grantors hereby acknowledge) the Grantors as Beneficial Owners hereby convey and the Bank as mortgagee hereby releases unto the Trustees ALL THAT the property secondly described in the said First Schedule TO HOLD unto the Trustees in fee simple freed and discharged from the recited legal charge upon the trusts and subject to the covenants powers and provisions set out in the second schedule hereto.

THE BANK (who retain possession of the several documents specified in the Fourth Schedule hereto) acknowledge the right of the Trustees to production and delivery of copies thereof.

THE GRANTORS as to the before-mentioned documents jointly and severally covenant with the Trustees that as and when any such documents shall come into the possession of the Grantors or any of them or their successors in title they will at the request and cost of the Trustees execute a statutory undertaking for the safe custody thereof.

IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration or the value of the property conveyed or transferred exceeds Five hundred pounds.

IN WITNESS whereof the Grantors and the Trustees have hereunto set their hands and seals and the Bank has caused its common seal to be hereunto affixed the day and year first above written.

THE FIRST SCHEDULE above referred to.

FIRST ALL THAT piece of land in the Parish of Tasburgh in the County of Norfolk being part of Enclosure Number 158 on the Ordnance Survey Map for the said Parish and having a frontage to Grove lane of three hundred and fifty feet or thereabouts and containing two acres three roods and twenty-two perches or thereabouts AND SECONDLY ALL THAT piece of land adjoining being a further part of Enclosure number 158 and having a frontage to Grove Lane aforesaid of eighty-four feet or thereabouts and a depth therefrom on the south side of Five hundred and twenty feet or thereabouts WHICH said pieces of land containing together four acres or thereabouts are more particularly delineated in the plan annexed hereto and thereon respectively coloured pink and blue.

THE SECOND SCHEDULE above referred to.

1. The Trustees shall forthwith apply to the Charity Commissioners for England and Wales or the minister of Education as the case may be for an Order vesting the Trust premises hereby conveyed in the Official Trustee of Charity Lands and upon such order being made the Trustees shall cease to be the Trustees of the Trust premises and the Charity shall thereafter be administered and managed by members for the time being of the committee of Management hereinafter mentioned as the Trustees thereof.

2. The property hereby conveyed (herein called “the Trust Premises”) shall be held upon trust for the purposes of Public Playing Fields and of physical and mental training and recreation and social moral and intellectual development through the medium of a village hall for reading and recreation rooms library lectures classes recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the parish of Tasburgh in the County of Norfolk and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.
3. The general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called “the Committee”) consisting of not more than fifteen members (exclusive of members co-opted under the power herein after contained) of whom nine shall be elected at the first general meeting referred to in clause 4 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The six organisations mentioned in the second column of the third schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the first column of the third schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that schedule and shall together with the members elected at the first General meeting as aforesaid be the first members of the Committee. Until the first General Meeting has been held the persons named in the first column of the third schedule shall have power to act. In addition to the members of the Committee appointed and elected as above the Committee shall have the power to co-opt not more than three members to represent interests in the said Parish not represented by any organisation.
4. There shall be an Annual General Meeting to be convened by the Committee in the month of June in each year the first of such meetings (herein called “the first General Meeting”) to be convened in the month of June one thousand nine hundred and fifty by one week’s notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of eighteen years or upwards of either sex of the Parish of Tasburgh for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the committee and for the purpose of electing nine members under clause 3 hereof and for taking such action as it may decide under clause 8 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of June the Annual General Meeting for that year shall be held as soon as practicable after the month of June and such meeting

will be convened by such persons as shall be nominated for the purpose by the Charity Commissioners or the Minister of Education as the case may be.

5. In the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent with those upon which the Trust Premises are held hereunder the Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow such new organisation to appoint an additional member of the Committee in the same manner as if such new organisation had been mentioned in the second column of the third schedule hereto and for this purpose the total number of members of the Committee as provided for in clause 3 hereof may be increased but no such resolution shall be effective until it has been approved by an Order of the Charity Commissioners or the Minister of Education as the case may be.
6. All members of the Committee shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an Annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire.
7. A casual vacancy arising from the death or resignation or removal of an appointed member of the committee shall be filled by the organisation by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected at the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.
8. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.
9. The Committee in exercise of the powers vested in them by section 15 (3) of the Open Spaces Act 1906 may make bye-laws governing the Public Playing Field.
10. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member.
11. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning conduct and recording in a Minute Book of its meetings and in particular with reference to :-

 - (a) The terms and conditions upon which the Trust Premises may be

used for physical training and recreation and for the entertainment's meetings social gatherings and other purposes and the sum (if any) to be paid for such use:

- (b) The appointment of an Auditor Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office:
- (c) The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary
- (d) The number of members who shall form a quorum at its meetings
Provided that the number of members who shall form quorum
Shall never be less than a third of the total number of
members of the Committee

12 The Committee shall have power:-

- (i) To appoint Sub-Committees which may include persons other than members of the Committee:
- (ii) To make rules for the transaction of their business and
- (iii) To delegate any of its functions to such sub-committees. A sub-committee may co-opt not more than one-sixth of its number from persons representing interests in the said Parish not otherwise represented.

13 All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at the East Anglian Trustee Savings Bank at Surrey Street Norwich or at such other bank as shall from time to time be substituted therefor by the Committee any such substitution to be engrossed upon this Trust Deed together with a copy of the resolution relating thereto.

14 The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or the playing fields furniture and effects therein and in paying all rent (if any) rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games books newspapers periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

15 The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners or the Minister of Education as the case may be from time to time by mortgage or otherwise obtain such advances on the security of the Trust Premises or any part thereof as may be required for maintaining extending or improving the same or any part thereof

or erecting any building thereon or for the work carried on therein and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said premises.

16 If the Committee by a majority at any time on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Premises in whole or part for the purposes herein before indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the Parish of Tasburgh of which Meeting not less than fourteen days' notice (stating that a resolution will be proposed thereat) shall be posted in the conspicuous place or places on the Trusts Premises and advertised in a newspaper circulating in the said Parish and if such a decision shall be confirmed by a majority of such inhabitants present at such meeting and voting the Committee may with the consent of the Charity Commissioners or the Minister of Education as the case may be let or sell the Trust Premises or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other premises approved by the Committee and be held upon trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the Parish of Tasburgh as may be approved by the Charity commissioners or the Minister of Education as the case may be and meanwhile such moneys shall be invested in the names of the Official Trustees of Charitable Funds and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in the like manner as an addition to and be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Premises may properly be applied.

17 If any rules or regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

18 Until the premises shall be vested in the Official Trustee of Charity Lands the power of appointing a new Trustee or new trustees of this deed is vested in the Trustees or the survivor of the Trustees.

SIGNED SEALED AND DELIVERED by the said
GEORGE WILLIAM EVERSON in the presence of:-

GIVEN UNDER
THIS COMMON SEAL OF LLOYDS BANK LIMITED

SIGNED SEALED AND DELIVERED by the said
WILLIAM CHRISTOPHER OAKLEY in the presence of:-

SIGNED SEALED AND DELIVERED by the said
HARRY MORTON FLEGG in the presence of:-

COPY

DATED 20th. JULY 1950.

MR JOHN EVERSON & OTHERS

To

MR. W.C. OAKLEY & ANOTHER.

DEED OF TRUST

Of a piece of land at Tasburgh in
Norfolk for a Public Playing Field
and Village Hall.