

WATERLOW & SONS LIMITED
LONDON WALL
LONDON



P.S.

This Conveyance

is made the twentieth day of October One thousand nine hundred

and forty seven BETWEEN EDWARD MOORE of Uplands Ringsfield Road Bécclcs in the County of Suffolk Builder (hereinafter called the Vendor) of the one part and THE PARISH COUNCIL OF FLEGG BURGH (including the Ecclesiastical Parishes of Burgh Saint Margaret Billockby and Clippesby) (hereinafter called the Trustees) of the other part:

WHEREAS the Vendor is seised in fee simple in possession free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Trustees at the price of Three hundred and seventy five pounds

AND WHEREAS the Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing:

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. In pursuance of the said Agreement and in consideration of the sum of Three hundred and seventy five pounds now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT enclosure of arable land situate in the said Parish of Burgh Saint Margaret and abutting upon the main Norwich Great Yarmouth Road and having a frontage thereto of Two hundred and eighty feet or thereabouts and containing Four acres no roods and six perches or thereabouts and numbered 173 on the Ordnance Survey Map for the said Parish as now in the occupation of Frank Arthur Copeland TO HOLD the same unto the Trustees in fee simple UPON THE TRUSTS and subject to the powers and provisions set out in the first Schedule hereto:
2. The Vendor hereby acknowledges the right of the Council to production of a Conveyance on Sale dated the Twenty first day of February One thousand nine hundred and forty six and made between Albert Edward Bechely Bechely-Crundall of the one part and the Vendor of the other part and to delivery of copies thereof and hereby undertakes for the safe custody thereof:
3. IT IS HEREBY DECLARED AND CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration

exceeds Five hundred pounds

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first before written:

THE FIRST SCHEDULE before referred to.

copy.

(1) The property hereby conveyed (herein called "the Trust Premises") shall be held upon trust generally for the purposes of the provision of a Village Hall and Playing Field and more particularly for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of 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 Flegg Burgh 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.

(2) 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 Twenty one Members (exclusive of members co-opted under the power hereinafter contained) of whom Fourteen have been elected at the general meeting referred to in Clause (3) hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The Seven organisations mentioned in the second column of the Second 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 Second 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 General Meeting as aforesaid be the first members of the Committee. 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 Five members to represent interests in the said Parish not represented by any organisation.

(3) There shall be an Annual General Meeting to be convened by the Committee in the month of February in each year 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 Flegg Burgh 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 Fourteen members under clause (2) hereof and for taking such action as it may decide under Clause (7) hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of February the Annual General Meeting for that year shall be held as soon as practicable after the month of February and such meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners:

(4) 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 Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause (2) hereof may be increased:

(5) 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:

(6) A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person 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 by the Annual General Meeting the Committee shall have power to fill such vacancy until the

next Annual General Meeting:

(7) 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:

(8) 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:

(9) 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 entertainments 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 a quorum shall never be less than a third of the total number of members of the Committee:

(10) 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 Post Office Savings Bank at Flegg Burgh Post Office 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:

(11) 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 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:

(12) The Committee shall provide the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the Trust Premises as the Trustees may be liable for and shall keep the Trustees indemnified against all liability (if any) in respect thereof:

(13) The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners 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:

(14) The Committee may from time to time appoint from among their numbers such Sub-Committees as they may deem necessary or expedient and may depute or refer to them such of the powers and duties of the Committee as the Committee may determine and in particular the Committee may appoint such a Sub-Committee for the general supervision and management of the Playing Field.

Such Sub-Committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the Directions of the Committee.

(15) If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of Eighteen year or upwards of the Parish of Flegg Burgh of which Meeting not less than Fourteen days notice (stating that a Resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises and advertised in a newspaper circulating in the said Parish and if such 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 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 to be held upon the 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 Flegg Burgh as may be approved by the Charity Commissioners 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 like manner as an addition to and to 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:

(16) 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:

THE SECOND SCHEDULE before referred to.

<u>Column I.</u>	<u>Column II.</u>
<u>Names and addresses of Representatives.</u>	<u>Organisations.</u>
Edgar Zacchaeus English Burgh St Margaret	Fleggburgh Parish Council
Jacob Clarke Burgh St Margaret	The Committee of the Fleggburgh Mens Club
Frank Charles Cooper Burgh St Margaret	The Committee of the Fleggburgh Football Club
Ruby Violet Harvey Burgh St Margaret	The Committee of the Fleggburgh Branch of the Womens Voluntary Services
Irene Vera Reeve Burgh St Margaret	The Committee of the Fleggburgh Mother Union
George Curtis Burgh St Margaret	Fleggburgh Parochial Church Council
John Lambert Charles Roper Burgh St Margaret	The Committee of the Fleggburgh Youth Club

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SIGNED SEALED AND DELIVERED by the above named EDWARD MOORE in the presence of :-

Edward Moore

In witness whereof A. Dally
addressed Survey Chambers
10, Collyer Lane, Lowestoft
Chartered Accountant

W. H. H. H. H.

SIGNED SEALED AND DELIVERED at a meeting of the
said Parish Council held on the *Twenty seventh*
day of *October* 1947 by ~~the above named Thomas~~

William Cardley ~~and~~ *F. W. E. Royden* the Chairman
presiding at the said meeting and ~~the above named~~

John Hey ~~William Ernest~~
and ~~and~~ *E. Keene*
members of the said Council in the presence of :-

W. Hordley King

Clerk to the said Parish Council

F. W. E. Royden

John Hey

W. E. Keene



Parish Council

Dated 11. October 1947

MR. EDWARD MOORE

to

THE PARISH COUNCIL OF BURGH
ST. MARGARET.

Donkeygate

of an enclosure of freehold land containing 4a. Or. 6p situate at Burgh St. Margaret in the County of Norfolk.

to P.D.S.

Recorded in the books of the Ministry of Education pursuant to the provisions of Section 29 (4) of the Settled Land Act, 1925 as applied by Article 6 of the Minister of Education (Transfer of Functions) Order, 1949.

R. Am. M.B.

28 APR 1950

They subscribe by 3 years & receive in April 1950 of value in 1950 of the settled land

28 APR 1950

*R. Am. M.B.
Kingsley Wright
65 South, Bury
Print your name*