

DATED 11th August 1952

J. H. EDWARDS ESQRE., O.B.E.

to

The Parish Council of Cranham

C O N V E Y A N C E

of a piece of land situate at Cranham
in the County of Gloucester

Enrolled in the Books of The Ministry
of Education pursuant to the provisions
of Section 6(2) of the Mortmain and
Charitable Uses Act, 1888, and section
1 of The Mortmain and Charitable Uses
Act Amendment Act, 1892.

E. Valaler
3 Nov. 1952

Definitive Trust deed after many letters. Can only
be attended by permission of Charity Commission.

TRUST CORPORATION

Law of Property (Amendment) Act, 1926

I, GAVIN TURNBULL BARON SIMONDS, Lord High
Chancellor of Great Britain, by virtue and in pursuance
of the Law of Property (Amendment) Act, 1926, and all
other powers enabling me in this behalf, Do hereby
prescribe and order as follows:-

The Parish Council of Cranham, in the County of
Gloucester, shall, in relation to the Charitable Trust
specified in the Schedule to this Order, be included in
the expression "Trust Corporation" for the purposes of
the Law of Property Act, 1925, the Settled Land Act,
1925, the Trustee Act, 1925, the Administration of
Estates Act, 1925, and the Supreme Court of Judicature
(Consolidation) Act, 1925

Dated this 30th day of June 1952.

Simonds
C.

SCHEDULE

The Charitable Trust known as the
Playing Field, in the Parish of Cranham,
in the County of Gloucester.

Stamp Duty
17/6d

THIS CONVEYANCE is made the eleventh day of August One thousand nine hundred and fifty two BETWEEN JAMES HERBERT EDWARDS of Woodside Cranham in the County of Gloucester O.B.E. (hereinafter called "the Settlor") of the one part and THE PARISH COUNCIL of CRANHAM in the County of Gloucester hereinafter called "the Trustee" which expression shall include the Trustees or Trustee for the time being hereof) of the other part

WHEREAS the Settlor is seised in fee simple in possession free from incumbrances of the property hereinafter described and is desirous of conveying the same to the Trustee upon with and subject to the trusts powers and provisions hereinafter declared

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said desire the Settlor as Settlor hereby freely and voluntarily and without valuable consideration conveys unto the Trustee ALL THAT the property described in the First Schedule hereto TO HOLD the same unto the Trustee in fee simple as Custodian Trustee nevertheless upon the trusts and with and subject to the powers and provisions contained in the second Schedule hereto
2. THE parties hereto hereby certify 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 property conveyed or transferred exceeds Five Hundred Pounds

IN WITNESS whereof the Settlor and two members of the said Council on behalf of the said Council have hereunto set their hands and seals the day and year first hereinbefore written

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that Freehold Property situate at Cranham in the County of Gloucester as the same is for identification only and not by way of grant or restriction more particularly delineated and edged red on the plan annexed hereto

THE SECOND SCHEDULE ABOVE REFERRED TO:

1. The Properties hereby conveyed (herein to be called "the Trust Premises") shall be held upon trust for the purposes of a public playing field and for 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 Cranham 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 nine Members (exclusive of members co-opted under the power hereinafter contained) The person and organisations mentioned in the First Column of the Third Schedule hereto shall each have the right to appoint respectively such one member or more members of the Committee as is enumerated in the second Column of such Schedule both in the first instance and on the occasion of each annual appointment of members. In addition to the members of the Committee appointed 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 organization set forth in the Third Schedule hereto

3. There shall be an Annual Report and Accounts to be sent by the Committee to the Trustee in the month of July in each year the first of such Report and Accounts to be sent out in the month of July One thousand nine hundred and fifty three

4. One third of the members of the Committee shall retire annually by rotation at the First day of June Every organization entitled to appoint a member of the Committee to take the place of a member so retiring shall make the appointment at any time within one month before the first day of July in every year

5. A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organization by which such member shall have been appointed and the person appointed shall retire at the time when the vacating member would have retired

6. In the event of any other organization 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 members of the Committee vote in favour of the Resolution to allow such new organization to appoint an additional member of the Committee in the same manner as if such new organization had been mentioned in the first column of the Third Schedule hereto and for this

purpose the total number of members of the Committee as provided for in Clause 2 hereof may be increased but no such resolution shall be effective until it has been approved in writing by the Minister of Education

7. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid in any year the Committee 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 and conduct 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 including the days on which they may be used 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

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 such Bank as shall from time to time be selected by the Committee

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 Trustee may upon the vote of a majority of the members of the Committee

and with the prior consent of the Minister of Education from time to time by

Mortgage or otherwise obtain such advances or 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 to repay in whole or in part and from time to time an existing mortgage or charge on the said premises

13. 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 years or upwards of the Parish of Cranham 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 Trustee may with the consent of the Minister of Education 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 benefits of the inhabitants of the Parish of Cranham as may be approved by the Trustee and the Minister of Education and meanwhile such moneys shall be invested in the name of the Trustee 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 purposes for which the income of the Trust premises may properly be applied

14. If any Rules or Regulations made under the power in that behalf hereinbefore contained or inconsistent with the provisions of these presents the latter shall prevail

THE THIRD SCHEDULE ABOVE REFERRED TO :

<u>Organisations</u>	<u>Number of Members</u>
The Settlor	Two
Parochial Church Council	One
Managers of the Congregational Chapel at Cranham	One

THE THIRD SCHEDULE ABOVE REFERRED TO (continued)

<u>Organisations</u>	<u>Number of Members</u>
Cranham Feast Committee	One
The Committee of the Cranham Cricket Club	One
Cranham Branch of the Women's Institute	One
Group Committee of Boy Scouts	One
Parish Council of Cranham	One

SIGNED SEALED AND DELIVERED by the
said JAMES HERBERT EDWARDS in the
presence of :-

J Herbert Edwards

Douglas Hill
Harlow, Reigate, Surrey
Company Director.

SIGNED SEALED AND DELIVERED by
ALFRED C. GRIFFITHS and W.O. BOWL
two members of the Council on
behalf of the Council in the
presence of :-

Alfred C. Griffiths

W.O. Bowl

Edith Smith
Woodside
Cranham
Glos.

Spinster.