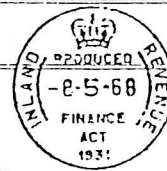


COPY



Bury 76

DRIVERS
LONDON LTD.
CLOISTER
PARCHEMENT
THEED STREET, E.C.

This Conveyance

is made the *fifth*
day of *April*

PRODUCED TO THE COMMISSIONERS
OF LANDS REVENUE THIS
- 31st May 1968 -
IN PURSUANCE OF THE
CONVEYANCES ACT 1962, BY
THE CHURCH COMMISSIONERS FOR ENGLAND

One thousand nine hundred and sixty-eight in exercise of the powers of the Ecclesiastical Leasing Acts BETWEEN THE REVEREND ARTHUR DOUGLAS CUMMINE FYFE Clerk in Holy Orders Incumbent of the Benefice of Bardwell in the County of Suffolk and Diocese of St. Edmundsbury and Ipswich (hereinafter called "the Incumbent") of the first part the CHURCH COMMISSIONERS FOR ENGLAND (hereinafter called "the Commissioners") of the second part THE PRESIDENT AND SCHOLARS OF SAINT JOHN BAPTIST COLLEGE IN THE UNIVERSITY OF OXFORD the patron of the said Benefice (hereinafter called "the Patron") of the third part and THE PARISH COUNCIL OF BARDWELL in the County of Suffolk (hereinafter called "the Council") of the fourth part

W H E R E A S :-

- (1) The Incumbent as such incumbent as aforesaid is seised in fee simple to him and his successors of (amongst other land) the glebe land more particularly described in the First Schedule hereto (hereinafter called "the said land") And it has been made to appear to the satisfaction of the Commissioners that the said land may to the permanent advantage of the estate or endowments belonging to the said Benefice be sold for the sum and in manner hereinafter mentioned
- (2) The Incumbent has with the approval of the Commissioners, and with the consent of the Patron agreed to sell to the Council for the sum of Seven Hundred and Fifty Pounds the said land subject as and in manner hereinafter mentioned
- (3) The Council has requested the Incumbent to convey the said land in the manner and upon the trusts hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows :-

1. I N pursuance of the said agreement and in consideration of the sum of Seven Hundred and Fifty Pounds paid by the Council before the execution of these presents into the Bank of England to the account of the Commissioners as directed by them in that behalf (the payment of which sum the Commissioners hereby acknowledge) the Incumbent with the approval of the Commissioners and with the consent of the Patron hereby conveys unto the Council ALL the said land TO HOLD the same unto the Council in fee simple Subject to the provisions of a

hundred and fifty-four between the then Rector of Bardwell of the first part the Commissioners of the second part the Patron of the third part and the West Suffolk County Council of the fourth part Upon the trusts and subject to the powers and provisions set out in the Second Schedule hereto

2. THE Council to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of Bardwell Church ^{of} and the neighbouring property of the Benefice of Bardwell and each and every part thereof hereby for itself and its successors in title covenants with the Incumbent and his successors and also by way of separate covenant with the Commissioners as follows :-
- (a) that the said land shall not be used for any purposes other than agricultural or as a recreation ground or playing field
- (b) that no building (whether temporary or permanent) hut shed caravan or house on wheels shall be erected or suffered to stand on the said land other than those necessary or usual for the use of the said land as a recreation ground or playing field of which the plans are to be approved prior to the commencement of building by the Incumbent for the time being of the said Benefice or his Surveyor or Architect at the expense of the Council whether or not the plans be approved (such approval not to be unreasonably withheld)

3. THE Incumbent hereby covenants with the Council that he has not at any time heretofore done or executed or knowingly suffered anything whereby or by reason whereof he is in anywise hindered from conveying the said land or any part thereof in manner aforesaid

4. IT IS HEREBY 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 thousand five hundred pounds

IN WITNESS whereof the Incumbent and Harold Herbert Hawes and Kenneth Claud Chapman two members of the Council on behalf thereof have hereunto set their respective hands and seals and the Commissioners and the Patron have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE above referred to

ALL THAT piece or parcel of land situate and being Enclosure Number 193 on the Ordnance Survey Map (1884 Edition) for said Parish of Bardwell containing three decimal point five three eight (3.538) acres and more particularly delineated and edged red on the plan attached hereto

THE SECOND SCHEDULE above referred to

1. The Council shall be the Custodian Trustee of the Foundation and the provisions of Section 4 (2) of the Public Trustee Act 1906 shall apply to the Council and to the Committee of Management respectively in like manner as they apply to the Public Trustee and Managing Trustees
2. The said land hereby conveyed (in this Schedule called "the Trust Property") shall be held upon trust as a playing field and recreation ground for the benefit of the inhabitants of the Parish of Bardwell in the County of Suffolk in such manner as the Committee of Management from time to time shall think fit
3. The general management and control of the Trust Property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee")
 - (a) Six Elected Members of the Committee shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year
 - (b) Two Representative Members of the Committee may be appointed by each appointing organization set out in the Third Schedule hereto and their names shall be notified by each appointing organization to the Secretary of the Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year
 - (c) The Committee shall have power to co-opt not more than three members to hold office until the end of the Annual General Meeting following their co-option
 - (d) Any competent member of the Committee may be reappointed or re-elected
4. The Committee at their first meeting in each year after the Annual General Meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected

If the Chairman is absent from any meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting
5. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "the first General Meeting") to be convened in the month of

one days' notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in the said Parish of the inhabitants of the age of sixteen years or upwards of either sex 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 six 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 April the Annual General Meeting for that year shall be held as soon as practicable after the month of April.

6. The Committee shall have power by 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 any existing organisation in the said Parish not mentioned in the Third Schedule hereto and any other organisations which may hereafter be formed in the said parish having aims of a recreational character consistent with those upon which the trust property is held hereunder to appoint additional members of the Committee in the same manner as if such organization had been mentioned in 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 Resolution shall be effective until it has been approved in writing by the Secretary of State for Education and Science

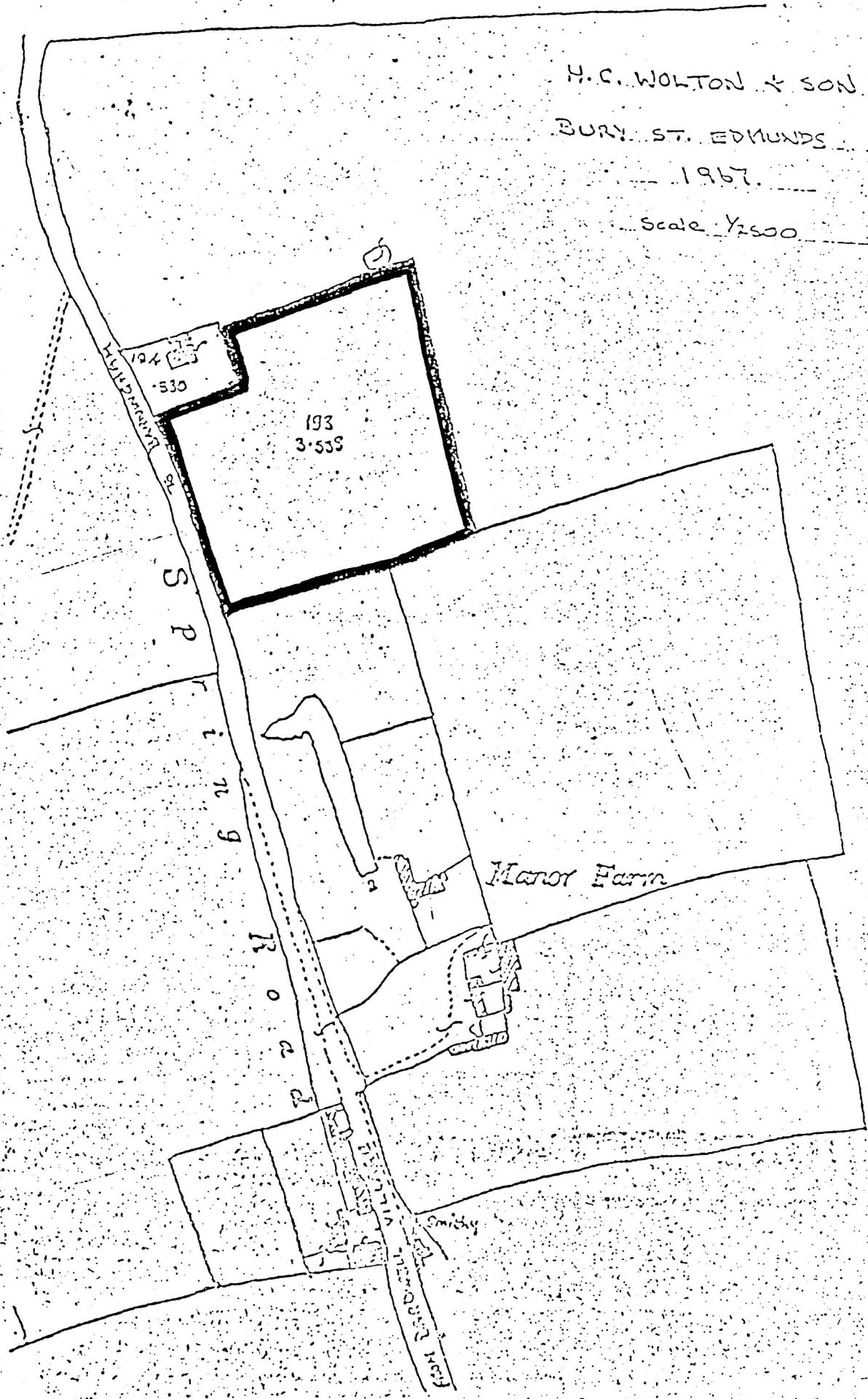
7. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organization by which such member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting. All members shall retire annually at the 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 proceedings of the Committee shall not be invalidated by an vacancy among its members or by any defect in the appointment or qualification of any member

10. The Committee may from time to time make and alter Rules for the conduct of its business and for the summoning conduct and recording a Minute Book of its meetings and in particular with reference to :

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PLAN OF A GLEBE FIELD AT BAGDWELL

- 6
- (a) The terms and conditions upon which the Trust Property 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 Property 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

11. All Payments in respect of the use of the Trust Property and all donations for the benefit thereof shall be paid into a Trust Account at Lloyds Bank at Bury St. Edmunds or at such other Bank as shall from time to time be substituted by the Committee any such substitution to be endorsed upon this Trust Deed with a copy of the resolution relating thereto

12. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property and the Buildings and effects thereon and in paying rent rates taxes salaries wages and other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvement of the Trust Property

13. The Committee may upon the vote of a majority of its members and with the consent of the Secretary of State for Education and Science from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property 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 thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property

14. 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 Property in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of sixteen years or upwards of the said Parish of which Meeting not less than twenty-one days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property 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 Secretary of State for Education and Science let or sell the Trust Property or any part thereof upon such terms as may be approved by the said

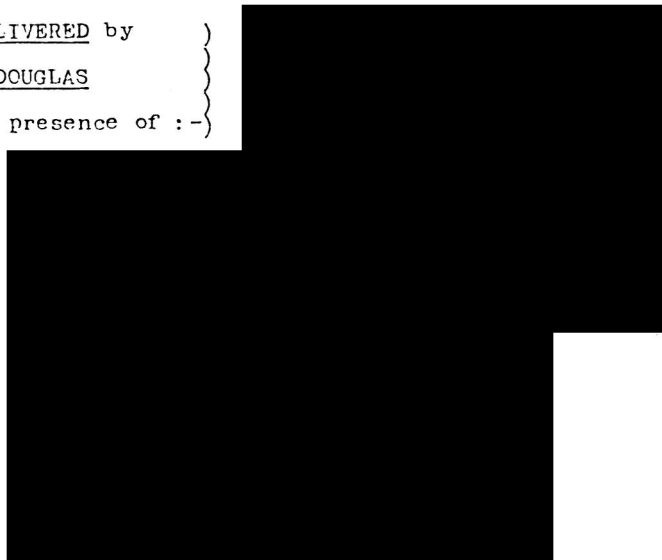
Secretary of State All moneys arising from such letting or sale including the proceeds of sale of any fixtures and fittings (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to 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 said Parish as may be approved by the Secretary of State for Education and Science and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities 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 Property may be properly applied

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

THE THIRD SCHEDULE above referred to
Organisations

- Bardwell C.V.P. School Managers
- The Parish Council
- The Committee of the Bardwell Cricket Club
- The Committee of the Bardwell Football Club
- The Committee of the Bardwell Tennis Club

SIGNED SEALED and DELIVERED by
the REVEREND ARTHUR DOUGLAS
CUMMINE FYFE in the presence of :-



Wm. G. G. G.
Arthur Douglas
Cummine Fyfe

