

# **ELLERKER PLAYING FIELDS**

## **DEED OF TRUST**

THIS DEED is made the Second day of December one thousand nine hundred and sixty eight  
By WALTER FRANKISH of Hilltop Ellerker in the East Riding of the County of York  
Schoolmaster EDWARD HURD of Sands Lane Ellerker aforesaid Market Grower STANLEY  
JORNA of Ellerker aforesaid Draughtsman ("the First Trustees") and ARTHUR HENRY  
WITTGREFF of South Lodge Ellerker aforesaid JAMES BRADLEY of White House Farm  
Ellerker aforesaid Farmer JOHN MAY of Ellerker aforesaid Nurseryman MARY DENNIS of  
Providence Farm Broomfleet in the said East Riding Married Woman ("the Second Trustees")

WHEREAS:

- 1) Before One thousand nine hundred and fifty two a fund amounting to approximately Two hundred and thirty pounds was raised by the inhabitants of the Parish of Ellerker aforesaid by voluntary public collections subscriptions and events and at a meeting held on or about the third day of March One thousand nine hundred and fifty three the inhabitants of the said Parish resolved to apply the said fund in the purchase of a Playing Field for the use of the inhabitants of the said Parish for the time being.
- 2) Pursuant to the said resolution a Committee known as the Ellerker Playing Field Committee was constituted for the purpose of such acquisition and by the Conveyance dated the twenty second August One thousand nine hundred and sixty three and made between Clive Rutter and June Katherine Pointer of the one part and Percival May and the First Trustees of the other part a piece of land situated at Ellerker aforesaid and called or known by the name of "Appletree Close" and bounded on all sides thereof by the Town Street of Ellerker aforesaid and the beck and stream of water running through the same and contained One point eight two two acres or thereabouts and numbered 58b on the Ordnance Survey Map of Ellerker aforesaid was conveyed to the said Percival May and to the First Trustees in fee simple for the sum of Five hundred pounds in trust for the members of the Ellerker Playing Field Committee
- 3) The balance of moneys required for the said purchase was provided by way of loan by the said Percival May and has since by further collections and events been repaid.
- 4) The said Percival May died on the twenty sixth day of May One thousand nine hundred and sixty four.
- 5) In further pursuance of the said resolution an additional piece of land situated on the South side of the Town Street Ellerker aforesaid being part of the Field Number 54B was purchased for the sum of Four hundred and twenty five pounds and by a Conveyance dated the first day of January One thousand nine hundred and sixty eight was conveyed to the Second Trustees in fee simple in trust for the members of the said Ellerker Playing Field Committee
- 6) The said purchase money was provided by further collections and events made and occurring respectively in Ellerker aforesaid
- 7) The members of the Ellerker Playing Field Committee have decided that the trusts relating to the holding and administration of the said playing field ought to be permanently constituted and established and have by a resolution passed unanimously on the twenty eighth April One thousand nine hundred and sixty eight authorised the First Trustees and the Second Trustees (hereinafter called "the Trustees") to execute this Deed

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows:-

- 1) The Trustees shall apply as soon as possible to the Charity Commissioners through the Secretary of State for Education and Science for an Order of the Charity Commissioners for England and Wales vesting the said properties (hereinafter called "the Trust Property") in the Official Custodian for Charities and upon such Order being made the Trustees shall cease to be the Trustees of the Trust Property and the Charity shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof
- 2) The Trust Property shall be held upon trust for a village green and recreation ground for the benefit of the inhabitants of the said parish of Ellerker 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 arrangement for its use shall be vested in a Committee of Management (hereinafter called "the Committee") to be constituted as hereinafter appears:-
  - a) Five 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 shall be appointed by each of the appointing organisations as are set out in the Schedule hereto and their names shall be notified by each appointing organisation 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 after their appointment and expiring at the end of the Annual General Meeting in the following year
  - c) The Committee shall have the power to co-opt not more than two members to hold office until the end of the Annual General Meeting following the co-option
  - d) Any competent member of the Committee may be 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 for any meeting the Vice-Chairman (if any) shall preside otherwise the members present shall before any other business be 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 by twenty one day's notice to be affixed to some conspicuous part of the Trust Property or other conspicuous place or places in the Parish of the inhabitants of the said Parish of the age of eighteen years or upwards of both sexes 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 five members under Clause 3(a) 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 an 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 members of the Committee vote in favour of the Resolution to allow any existing organisation in the said parish not mentioned in the

Schedule hereto and any organisation 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 two additional members of the Committee in the same manner as if such organisation had been mentioned in the Schedule hereto and for this purpose the total number of members of the Committee as provided for in clause 3 hereof be increased

- 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 or 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 the Annual General Meeting.
- 8) If any organisation entitled to appoint a member of the Committee cease 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 what way if at all the vacancy shall be filled
- 9) The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification or any member
- 10) The Committee may from time to time make and alter Rules for the conduct of its business and the 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 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 three of the total number of elected 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 the Midland Bank at South Cave in the said East Riding 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 effects thereon and in paying rents 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 purpose hereinbefore indicated they shall call a meeting of the inhabitants of the age of eighteen 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 paces on the Trust Property or 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. 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 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 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 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

16)

- i) The Trustees shall upon making of the order mentioned in clause 1 hereof convene by twenty one day's notice to be given as mentioned in clause 5 hereof a meeting of the inhabitants of the said Parish of the age of eighteen years and upwards of both sexes for the purpose of electing the elected members of the Committee and shall notify the Organisations specified in the schedule hereto of the terms of this Deed in order that the appointed members may be appointed
- ii) The said Meeting shall constitute the first General Meeting of the Trust and may do all other business which an Annual General Meeting of the Trust could do
- iii) If the said meeting shall take place during the six months preceding the month of April it shall not be necessary to hold an Annual General Meeting of the Trust in the next following April and the next Annual General Meeting shall take place in April of the following year in accordance with clause 5 hereof

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first herein before written

THE SCHEDULE

1. The Ellerker Parish Council
2. The Ellerker Branch of the Womens Institute
3. Ellerker Sports Club

SIGNED SEALED AND DELIVERED by the  
Said Walter Frankish in the presence of:-

Esther Anne Whittgreffe  
Housewife  
South Lodge  
Ellerker  
E. Yorks

SIGNED SEALED AND DELIVERED by the  
Said Edward Hurd in the presence of:-

E. Anne Kenneth  
Ellerker

SIGNED SEALED AND DELIVERED by the  
Said Stanley Jorna in the presence of:-

P. May  
Ellerker

SIGNED SEALED AND DELIVERED by the  
Said Arthur Henry Whittgreff in the presence of:-

David Barton  
Solicitor  
Hull

SIGNED SEALED AND DELIVERED by the  
Said James Bradley in the presence of:-

Fred C. Dennis  
Broomfleet  
Brough

SIGNED SEALED AND DELIVERED by the  
Said John May in the presence of:-

R. Thornham  
South Cave

SIGNED SEALED AND DELIVERED by the  
Said Mary Dennis in the presence of:-

J. Green  
South Cave