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DECLARATION OF TRUST is made the  
5th day of March One thousand

Nine hundred and Seventy-Six by WILLIAM HILLS of Red House Farm,  
Newton Green Newton in the County of Suffolk EDWARD JOHN BEEVIS of  
9 Assington Road Newton Green Newton in the County of Suffolk ANTHONY  
CLAUD WALTER ABRAHAMS of Cherry Orchard House Rectory Lane Newton  
Green Newton in the County of Suffolk ROLAND COOTE OLIVER of Newton  
Hall Newton in the County of Suffolk STANLEY GEORGE WADE of Butlers  
Farm Newton in the County of Suffolk and GORDON CHARLES MOUNTSTEPHEN  
of Water House Springfield Road Sudbury in the County of Suffolk  
(hereinafter called "the Trustees" which expression where the context  
so admits include the Trustees or Trustee for the time being hereof)

WHEREAS :

(1) By a Conveyance of even date hereof but executed before this  
Deed and made between Roland Coote Oliver of the one part and William  
Hills Edward John Beevis Anthony Claud Walter Abrahams Roland Coote  
Oliver Stanley George Wade and Gordon Charles Mountstephen of the  
other part the Freehold property specified in the Schedule hereto was  
conveyed to the Trustees in fee simple upon with and subject to the  
Trusts Powers and Provisions declared and contained concerning the  
same in a Declaration of Trust therein referred to as of even date  
therewith and meaning this Deed \_\_\_\_\_

(2) It is contemplated that further land may from time to time  
be conveyed or transferred to or vested in the Trustees upon with and  
subject to the said Trusts Powers and Provisions \_\_\_\_\_

(3) It is further contemplated that money may from time to time  
be paid or transferred to the Trustees upon with and subject to the  
said Trusts Powers and Provisions \_\_\_\_\_

NOW THIS DEED WITNESSETH that the Trustees hereby agree and declare  
that the Trustees do and will henceforth stand possessed of the said  
freehold property and of all further land which may hereafter be  
conveyed or transferred to or vested in the Trustees to be held by  
them on the Trusts hereof (the said freehold property and all such  
further land being hereinafter called "the said Land") and all money  
which may hereafter be paid or transferred (whether by way of gift  
bequest or otherwise howsoever) to the Trustees to be held by them  
on the said Trusts upon with and subject to the charitable Trusts  
Powers and Provisions following (that is to say):

1. THE Trustees shall stand possessed of the said land and shall use and apply the same and the rents and profits thereof and the proceeds of any lease mortgage or charge hereby authorized thereof as and for the purposes of recreational land for the benefit and with the object of improving the conditions of life of the public at large (and in particular but without prejudice to the generality of the foregoing for the benefit and with the object of improving the conditions of life of the community of Newton and (subject to the provisions hereinafter contained) shall from time to time in their uncontrolled discretion arrange and determine which parts or part of the said Land shall be used for any particular recreational purposes or purpose and the various times during which such parts or part shall be used and the conditions to which such use shall be subject PROVIDED ALWAYS that if at any time and from time to time any such rents and profits and proceeds as aforesaid or any other monies for the time being held by the Trustees upon the Trusts of this Deed cannot in the opinion of the Trustees be applied with advantage for the purposes aforesaid the Trustees may apply all or any part of such rents and profits and proceeds or other monies for such <sup>other</sup> purpose or purposes (being charitable as they may from time to time determine for the benefit of the said community of Newton (and in particular but without prejudice for the generality of the foregoing for the advancement of education the protection of health and the relief of poverty and sickness) \_\_\_\_\_

2. THE Trustees shall from time to time take such steps and carry out such works on the said land as they shall in their uncontrolled discretion think necessary or desirable for the preservation or improvement of the condition of the said land or the amenities thereof for the recreational purposes aforesaid but no houses buildings or other structures shall be erected or put upon the said land other than fences (or similar such structures) or refreshment rooms pavilions summer houses or other buildings of a similar nature adapted to promote or improve the convenient use of the said land for the aforesaid recreational purposes PROVIDED ALWAYS that the Trustees may in their uncontrolled discretion from time to time pull down all or any of the fences buildings or other structures now and from time to time standing on the said land and may in their uncontrolled discretion erect thereon in place of such fences buildings or other structures new fences buildings or structures of a like nature as the fences buildings and other structures so pulled down

3. THE Trustees may at any time invite and receive or without such invitation receive any voluntary contribution from any person or persons whomsoever either by way of donation or annual or other subscription or legacy or otherwise for the support or otherwise for the benefit of

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the charity hereby constituted and further may at any time receive and have vested in them (whether by way of Conveyance Transfer or otherwise howsoever) further land to be held by them upon the Trusts of this Deed \_\_\_\_\_

4. THE Trustees may allow the said land or any building or buildings for the time being thereon or any part thereof respectively to be used for any of the purposes of this Deed as the Trustees shall determine either gratuitously or upon payment by any person persons trustees corporations society or other association of persons to whom the use of the said land or buildings or any part thereof shall be granted either for his her or their own benefit or for the benefit of others of such sums or sum of money in the nature of an entrance fee or a rent or other periodical payment or otherwise howsoever as the Trustees shall think fit for the purposes of providing either wholly or partly for or towards costs charges expenses or outgoings of any kind of or incidental to the user or maintenance of the said land or any buildings for the time being thereon or any part thereof respectively for all or any of the purposes of this Deed.

5. WITH such consent as may by law be required the Trustees may at any time in their uncontrolled discretion:-

- (i) let such part or parts of the said land or any buildings for the time being thereon or any part thereof as shall not be required for the purposes of the Trust respectively for such terms of years or shorter term at such rent and subject to such conditions stipulations or provisions as the Trustees shall determine.
- (ii) mortgage or charge the said land or any buildings for the time being thereon or any part thereof respectively to secure the repayment of any sum or sums of money which the Trustees may (as they are hereby authorised to do) borrow on the security thereof and with or subject to such power of sale and other provisions as the Trustees shall think fit.

6. THE Trustees may apply all or any such sum or sums of money as they shall receive from or in respect of the exercise of any of the powers conferred upon them by Clauses 3, 4 and 5 of this Deed or by any statutory power or otherwise under or by virtue of this Deed as the Trustees shall in their uncontrolled discretion determine for all or any of the purposes of this Deed whether such sums or sum shall be in the nature of yearly or periodical income or of capital or otherwise and in particular (but without restricting the generality of the foregoing provisions of this clause);

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- (i) in payment of any costs charges or expenses (including the expenses of upkeep insurance against fire or otherwise and repairs) or other outgoings of any kind of or incidental to the use or maintenance of the said land or any buildings for the time being thereon or any part thereof respectively for all or any purposes of this Deed or the exercise by the Trustees of any power conferred on them by this Deed or
- (ii) in payment of the expenses incurred in the exercise of any power conferred on the Trustees by Clause 2 of this Deed or of executing any other improvement of any kind which the Trustees shall decide (as they are hereby authorised to decide) to make of or upon the said land or any building or buildings for the time being thereon or any part thereof respectively in order that the same may be better adapted for the purposes of this Deed or
- (iii) in paying off any mortgage charge for the time being affecting the said land or any part thereof or
- (iv) in the investment thereof in the names or under the legal control of the Trustees upon any securities or in any manner of investment upon or in which Trustees shall for the time being be authorised by law to invest trust money with power at the discretion of the Trustees to sell such investments or any of them or to vary or transpose the same for or into any other or others of the description hereby authorised such investments to be held upon the trusts of this Deed and the income and proceeds of sale thereof to be applied in any manner authorised by this present Clause for the application of monies received by the Trustees under or by virtue of this Deed.

7. THE administration of the charity hereby constituted and the entire control regulation management and application of the said land and the rents and profits thereof and all other if any the property for the time being subject to the trusts of this Deed whether capital or income shall (subject to the provisions hereinafter contained) be in the uncontrolled discretion of the Trustees.

8. THE Trustees may at any time and from time to time make such arrangements draw up such a scheme or schemes and make and frame such byelaws and rules as they shall in their uncontrolled discretion think fit for the administration of the charity hereby constituted and management of the said land or any part thereof or any other property the time being subject to the trusts of this Deed or any part thereof and may at any time and from time to time amend alter or repeal any of the said arrangements schemes byelaws or rules as they shall think fit

9. THE Trustees of this Deed shall be neither less nor more than six in number so that:-

- (a) Two of the Trustees shall be members of the Parish Council
- (b) Another of the Trustees shall be the representative of the Parish Assembly
- (c) Another of the Trustees shall be the Lord of the Manor for the time being of the Manor of Newton, (hereinafter called "the Lord of the Manor for the time being") or his nominee
- (d) Another of the Trustees shall be a resident of the village of Newton in the County of Suffolk appointed by the Lord of the Manor for the time being.
- (e) The other Trustee shall be the representative of the Newton Green Golf Club

and if and whenever the number of Trustees hereof shall be less than six then one or more Trustee shall forthwith be appointed to bring the number up to six.

10. THE persons respectively entitled and with the power to appoint new Trustees hereof and the manner in which such appointments shall be exercised shall be as follows:-

- (a) if any vacancy or vacancies to be filled is or are caused by one or both of the Trustees referred to in Clause 9 (a) hereof ceasing to be a Trustee or Trustees hereof then the surviving or continuing Trustees shall forthwith give notice of such vacancy or vacancies to the said Parish Council and the said Council shall forthwith by resolution appoint one or more of its members to fill such vacancy or vacancies.
- (b) if any vacancy to be filled is caused by the Trustee referred to in Clause 9 (b) hereof ceasing to be a Trustee hereof then the surviving or continuing trustees shall forthwith give notice of such vacancy to the said Parish Assembly and the said Assembly shall forthwith by resolution appoint such person as it shall think fit to fill such vacancy.
- (c) If the Lord of the Manor for the time being shall for any reason cease or not desire to be a Trustee hereof he shall forthwith appoint such nominee as he shall think fit to be a Trustee hereof in his place.
- (d) If any vacancy to be filled is caused by the Trustee referred to in Clause 9 (d) hereof ceasing to be a Trustee hereof then the surviving or continuing Trustees shall forthwith give notice of such vacancy to the Lord of the Manor for the time being and he shall forthwith appoint such resident of the

said village of Newton as he shall think fit to fill such vacancy.

(e) If any vacancy to be filled is caused by the Trustee referred to in Clause 9 (e) hereof ceasing to be a Trustee hereof then the surviving or continuing Trustees shall forthwith give notice of such vacancy to the said Newton Green Golf Club and the said Club shall forthwith by resolution appoint such person as it shall think fit to fill such vacancy.

11. THE bodies associations and persons respectively entitled pursuant to Clause 10 hereof to appoint any person to be a new Trustee hereof shall be entitled at any time and from time to time and without giving any reason therefore to require any person so appointed by them respectively to retire as a Trustee hereof and in such event the Trustee in question shall forthwith cease to be a Trustee hereof and a new Trustee shall forthwith be appointed in his place in accordance with the provisions hereinbefore in Clause 10 hereof contained.

12. WITHOUT PREJUDICE to the validity of any appointment of a new Trustee hereof pursuant to the provisions of Clause 10 hereof a memorandum of each such new appointment shall be prepared and signed by the person presiding at the meeting of the Trustees next following such appointment and shall be sufficient evidence thereof.

13. EVERY new Trustee shall before acting in the trusts of this Deed sign in the minute book for which provision is hereinafter made a Declaration of Acceptance and of willingness to act in the trusts hereof.

14. ANY Trustee who is absent from four consecutive meetings of the Trustees without having obtained leave of absence or who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to all the other Trustees for the time being a wish to resign shall thereupon cease to be a Trustee.

15. THE following regulations shall govern the procedure of the Trustees:-

- (a) The Trustees shall hold meetings at least twice in every calendar year and at such other times and in such places as they shall from time to time decide and any Trustee may at any time convene a special meeting of the Trustees upon not less than seven days' notice nor more than eight weeks' notice in writing being given to all the other Trustees for the time being specifying the place and the time for holding the meeting and the nature of the business to be transacted
- (b) there shall be a quorum when at least four Trustees are present at any meeting.

(c) The Trustees shall at each of their meetings appoint to be their Chairman such one of their members as is for the time being a member of the Parish Council PROVIDED THAT if at any meeting none of the Trustees present is a member of the said Council the Trustees shall appoint such other trustee to be their Chairman as they shall think fit.

The Chairman shall have a second or casting vote.

(d) Every matter shall be determined by the majority of votes of the Trustees present and voting on any question.

(e) Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees.

(f) The Trustees shall provide and keep a minute book in which shall be entered the proceedings of the Trustees and which shall be signed by the Chairman at the conclusion of each meeting or at some future meeting if the minutes shall have been duly confirmed.

(g) The Trustees shall provide books of account in which shall be kept proper accounts of all money received and paid respectively by or on behalf of the Trustees for the purposes of this Deed.

(h) The Trustees shall arrange for the accounts to be audited yearly by a chartered accountant.

(i) Cheques or orders for the payment of money standing in any bank account in the Trustees' names shall be signed by such number of Trustees (not being less than two as shall from time to time be decided by the Trustees.

16. THE Trustees shall be at full liberty from time to time to appoint any person to be the secretary to the Charity hereby constituted any such appointment to be on such terms and conditions as the Trustees shall determine PROVIDED THAT no fees salary or other remuneration for acting as such secretary shall be paid or payable to any person appointed to be such secretary who may for the time being be a Trustee hereof.

17. (a) The Trustees shall be at full liberty to appoint or cause to be appointed an Advisory Committee (who need not be Trustees hereof) to advise on the management of the charity hereby constituted in accordance with the trusts powers and provisions hereof and the Trustees may act on any advice given by such Committee from time to time and the Trustees may from time to time make such regulations relating to the election and re-election and retirement and removal of

members of the said Advisory Committee as may be thought fit.

(b) The Trustees may from time to time appoint or may authorise the said Advisory Committee to appoint any other Committee or Committees consisting of such persons (who need not be Trustees hereof) as the Trustees or the said Advisory Committee may think fit to appoint and may delegate to any such other Committee or to such Advisory Committee as aforesaid such of the powers of the Trustees as the Trustees may think fit and such Advisory Committee or other Committee shall have all such powers and perform all such duties as may either expressly or by implication be delegated to such Advisory Committee or such other Committee by the Trustees or the said Advisory Committee.

(c) The Trustees shall not be responsible for or liable with respect to the acts proceedings omissions neglects or defaults of any such Advisory Committee or other Committee or of any member thereof.

18. NOTWITHSTANDING anything herein contained the said land and the rents and profits thereof and the money and other property from time to time subject to the trusts hereof shall at all times be applicable and the powers hereby conferred shall at all times be exercisable for charitable purposes only.

19. THE Trustees shall as regards all powers and discretions hereby or by law vested in them have absolute and uncontrolled discretion as to the exercise thereof and it is hereby declared that no Trustee shall be chargeable or responsible for loss occasioned by any act or thing done or omitted to be done by him or any persons except a breach of trust fraudulently committed by himself.

20. THE charity hereby constituted shall be known and called by the name of Newton Green Trust.

IN WITNESS whereof the parties have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE above referred to

ALL THAT pieces or parcels of land known as Newton Green in the Parish of Newton in the County of Suffolk as the same is together with abuttals more particularly described in the said Conveyance of even date.