
NEWTON

THE GREEN
and
NEWTON GREEN TRUST
1906 - 1986

by
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and
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THE GREEN, NEWTON - 1906-1986

Exactly what is the Newton Green Trust and what does it do?

In the April issue of the Newton Newsletter of last year the above question was asked. This was discussed at the next meeting of the Trustees. I offered to write and report on the Trust, and at the same time, put on record the background leading up to the formation of the Trust. I must take the blame for the delay and apologise.

Before I answer the question "why and what does the Trust do?" it gives me the opportunity to go back some eighty years into the past. Although the Oliver family have been in Sudbury and this area for over three hundred years, and during that time have taken an active interest in the life of the district, I cannot find any connection with Newton until the start of the Golf Club. Some of this will be from my records, some from what I have been told, and some from my memory over the years. I must admit that there are times when my memory is not very reliable these days.

The Green

This extends to just under 40 acres and is now recorded with the County Council as a Village Green. In the past, it was part of the Manor of Newton and therefore owned by the Manor, together with its grazing rights. Over the years, the Lord of the Manor granted rights of grazing to various properties in the Village. In addition, the inhabitants of the village had always had the right of walking over the green and this right still exists today.

I can remember cattle, sheep, horses, goats and geese grazing on the green, and there was a time in more recent years when football and cricket matches were played on the green. This was something the golfers had to accept, although in the last twenty to thirty years many of these old rights have not been exercised.

Today, the ownership of the green and all grazing rights belong to the Trust but the village still retains its rights, which I have already referred to, over the green. Residents in the village have the right to play golf free

of charge, but this does not apply to friends or relatives. They still have to be a member of the Club or pay green fees. Over the years, there has been a "Gentlemens' Agreement" that the Club will do everything possible not to interfere with our rights on the green and the Village would do their best to co-operate with the Golf Club. Further, for the benefit of all concerned, any inhabitants of the Village playing golf are expected to adhere to the golf rules of etiquette.

The Trust has a lease with the Golf Club which provides for maintenance of the green and sports field, plus an annual rent. This rent is the major source of income to the Trust, which is for the benefit of the Village. This ensures that a most attractive village green and sports field are maintained for the Village.

Newton Green Golf Club

From what I have been told, it was Col. Anstruther of Tendring Hall, Major Pearson Gregory of Assington Hall and the two Cook Brothers of Polstead Hall who were interested in golf and explored the possibilities of golf on our village green. This was followed by the first Committee of Founder Members in 1907/8. It comprised nine members, and with the exception of one, their families are still living in or near Sudbury, i.e. the Bakers, Clovers, Steeds and Olivers (my grandfather, his brother-in-law, my father and his cousin).

The late Herbert Humm (father of Lionel) told me he went with his father to help Mr. J. O. Steed, Mr. S. B. Baker and the two Cook Brothers, to measure up and lay out the course. Herbert said that when Col. Anstruther played at Newton, he drove up with four grey horses and a footman.

It was in 1911 the Club approached the Village about Sunday golf. The Village appointed Mr. Ben Gardiner, who lived and farmed at Newton Hall, to see his Landlord, the Earl Howe, who was also the Lord of the Manor. The Earl, who was a keen golfer, had no objection and presented the Club with the Earl Howe Cup which is now played for by the ladies.

It was in 1909 that Mr. Arthur Davey's brother, who was killed in the 1914/18 war, was appointed Professional/Greenkeeper. After the war, my grandfather chaired a special meeting in March 1919 to revive the Club, and Mr. Arthur Davey, on return from active service, was appointed the Professional/Greenkeeper. Throughout Arthur's long life he has become part of

the Club and the Village. He married a Newton girl, he encouraged the youth of the Village to play golf by giving them clubs, free lessons, and joining them for a round of golf, at the same time teaching the the etiquette of the game. In fact, the green was his life. I can remember them practising on the green instead of kicking a ball about on their morning break at the school (now the Village Hall). This has produced some of the best players in the Club. Mr. Bill Watson won the Suffolk Amateur Championship in 1926 and went on to win the Gloucester Amateur Championship five times. Mr. Joe Humm was twice runner-up of the Suffolk Amateur Championship.

When Arthur had been with the Club for fifty years he was made an Honorary Life Member of the Professional Golf Association, which was a great honour for a professional of such a small club.

For many years, the Golf Club used to distribute at Christmas time 2 cwt of coal to every householder in the Village, which was known as "golf coal". This finished in about 1966, and then the Club paid the Parish Council £60 to be distributed in the form of a 7/6d voucher until the Trust was formed.

I have never seen or heard of any written agreement between the Village and the Club until the formation of the Trust. To think that for over more than seventy years this relationship had existed between Golf Club and Village shows we can and do get on well together, although problems do arise from time to time

From the formation of the Club, members had the use of a special Club Room at the Saracens Head until the late Mrs. Glass retired after the last war. This worked very well, but when she sold the Head the new owners were not prepared to provide the Club with better accommodation and changing facilities. The Club considered the possibilities of building a Clubhouse. In the sixties, membership was increasing and to meet modern day requirements, a Clubhouse was becoming essential. If they were to build a Clubhouse, then the Club would require some security of tenure over the green in the form of a long lease. They approached the Parish Council and myself, as Lord of the Manor, but we were not in a position to grant a lease at that time. It was not until the formation of the Trust that the Club could have the lease they required, which also provided for a fair rent to be paid to the Trust.

Sports Field

It was in 1966 when I was Chairman of the Parish Council that they approached Mr. Cecil Smith to see if he was willing to let or sell them his field at the back of the Village Hall for use as a Sports Field. To start with, he was against this and it was agreed by the Council that I should go and see him. It appeared, for some reason, he was very much against the Parish Council, but pleased for his field to be used as a sports field. He agreed to let the field to myself at a rent of £75, and this I reported to the Council. I then arranged with the Golf Club for the refund of the rent, and to keep the field mowed for use as a Sports Field for the Village. In return for this, the Club could use it as a practice ground and the Parish Council agreed to do their best to stop organised games being played on the course as at that time, cricket matches were being played on the green. After Mr. Smith's death, the Parish Council, with the co-operation of Babergh District Council, negotiated terms of purchase with his Executors and it was taken over by the Trust. Once the Trust were the owners, they were in a position to incorporate this in their lease with the Golf Club. This cost the trust £7,714.60 in 1978 and was paid for by interest free loans, which were paid off in 1984 by the Village from income out of the Golf Club rent, contribution from the Parish Council out of a 1p rate, plus very generous convenants, gifts and hard work by all concerned with coffee mornings, whist drives, etc.

The Manor of Newton

For many years, Mr. Ben Gardiner farmed and lived at Newton Hall as a tenant of the Earl Howe, who owned it and the manor. Mr. Ben Gardiner retired towards the end of the 1914/18 war, when his son-in-law, Mr. Edmund Nott, purchased the farm and the Manor from the Earl Howe.

In 1919, my father, Paul Oliver, purchased Newton Hall and the Manor in partnership with Mr. Cecil Whittome of Brundon Hall. This partnership carried on for some time until my father purchased Mr. Whittome's interests. It was in 1920 we came from Great Cornard to live in Newton.

As we were living in the Village, my father always dealt with anything concerning the Village. He was Chairman of the Parish Council and as he always felt that the green was such an important part of the Village, he did his best to use his rights as Lord of the Manor in the interests of the Village.

If any householder required an easement over the green, he would only grant this on a yearly licence at a nominal payment (then 1/- per annum). Since I have been Lord of the Manor, I made the same arrangement. This applies today with the Trust, except the payment is £1 per annum.

Over the years, we have refused to grant permanent easements so we can have as much control as possible over the green, although we have had substantial offers for sale of these easements.

I can remember times when if anybody in the village required gravel from the pit (this is now filled in), they came to my father to ask permission as it was accepted this was the property of the Manor.

It was in 1963 my father sold to Messrs. Crossman, the firm that developed the Links View Estate, the right to construct the present access road for £800, and it was a condition that they gave up the old access nearer The Deans. With the money he received from this sale, he set up a Charity Trust Fund for the Village.

In 1964, Mr. Jack Heathcote required a very small piece of the green to improve his access to his bungalow. My father charged him £30 for this and paid the money into the same Charity Trust Fund.

Further, we were always pleased for the Parish Council to deal with any money received from the Golf Club.

My father died in 1966, having made over his farms and the Manor to me about a year before his death at the age of 85. Our son, Michael, has now taken over the farms, and I have retained the Manor, but one day, this will be his. I think I have shown over the 66 years we have lived in Newton we have done our best to look after the interests of the Village regarding the green. It was not until the passing of the Common Lands Registration Act that I could see a chance to give the Village the right to control the green and to receive the benefit of an increased income from the Golf Club.

By-Laws

In the interest of the green, the Parish Council asked the Department of the Environment to provide by-laws for the green to give the Council further control over the green. Although there may be some small restrictions on the Village, these by-laws have given the green further protection from abuse outside the Village.

Common Lands Registration Act, 1965

It was while I was on the Parish Council, and with my professional knowledge, I was in a position to warn them that this Act would be coming into force and that I would be claiming ownership of the green as Lord of the Manor. In view of my interest, it was agreed that the Council should ask Mr. Jack Shaw, the then Clerk to Melford Rural District Council, to look after the Parish Council's interests.

Once the Act was law, the green was registered by the West Suffolk County Council as a Village Green, No. V.G. 31. A plan of the area registered is available for inspection at the Suffolk County Office. A copy is also held by the Trust.

After this registration, there were time limits for claiming of ownership and rights over the green, and then later for the formal objections to be made. When it was realised in the Village that my registration of ownership could be accepted, there was much concern that as owner, they would lose their rights and I could even go as far as developing the green. In 1971, Mr. John Taylor, Chairman of the Parish Council, called a Parish Assembly, which I did not attend so the Village could feel free to fully express their views.

In 1973, in agreement with the Parish Council, Mr. Tony Abrahams and myself gave the following hand-out to the East Anglian Daily Times and the Suffolk Free Press:-

"Common Lands Registration Act, 1965 - Newton Green

This Act applies to the registration of Common Land, Town or Village Green. It provided for the registration of any claims or objections within certain time limits, and any disputes to be settled by the Commons Commissioners.

Mr. R. C. Oliver registered his claim of ownership of the Green as he was the owner of the Lord of the Manor of Newton Green. Although not registered, this would include his right of grazing over the Green. Mr. S. G. Wade registered an objection on the grounds that Mr. Oliver was not the sole owner, such objection was subsequently withdrawn. Mr. W. Hills, Mrs. Irene Beevis and the late Mrs. Elsie Marshall registered objections that Mr. Oliver was not the legal owner. Mr. W. Hills registered a claim for the right to graze 50 sheep, 10 cows, 1 horse, and to extract gravel. Mr. Oliver registered his objection to this.

In April 1971, a Parish Assembly was held at which over 130 Parishioners attended and expressed their concern at Mr. Oliver's claim, although Mr. Oliver and his father before him had exercised these rights for over fifty years. At that meeting, it was decided that the Parish Council should set up a small committee, and with the assistance of Mr. Anthony Abrahams, a Parishioner and a Barrister, should go into the position.

Mr. Oliver and Mr. Abrahams both felt that all parties' main concern was the future preservation of the Green. It was agreed that this should be investigated and if possible, some permanent agreement should be made for its future. To assist Mr. Abrahams to advise the Committee, Mr. Oliver produced his records and Title so that this could be investigated, and as a result of the legal advice obtained, Mr. Abrahams reported to the committee.

Consequently, it was agreed that the Commissioners should be asked for this case to be postponed at their first hearing. By the time the second hearing was to take place in January last, progress had been made whereby it was agreed that Mr. Hills, Mrs. Beevis and the late Mrs. Marshall should withdraw their objection to Mr. Oliver's claim as owner of the Green, and that Mr. Hills would withdraw his claim to the grazing and extraction of gravel. The Commons Commissioners confirmed Mr. Oliver's ownership, and in consideration of this, Mr. Oliver has agreed to transfer his interest to a Trust that would be set up for the benefit of the Village.

Mr. Abrahams has personally been to considerable trouble to obtain leading legal opinions as to the form of this Trust, and although there are still a few technical questions remaining outstanding, everyone has agreed that the ownership of the Green should pass to a special Trust acceptable to the Charity Commissioners, and the Trust to be administered by six Trustees who will be responsible for the management of the Green (see circular to all Parishioners in Newton)."

At my first meeting with Mr. Abrahams in 1971, I explained to him that I appreciated the Village wanted to have control of their green and receive the benefit from it. Further, it was my wish that I should try and make this possible, at the same time retaining the ownership of the Manor. From then on, we co-operated to bring this about.

We first thought of conveying my rights to the Parish Council, but we decided against this as the Village might lose control of their rights or the income by future Local Government reforms. Therefore, we came to the conclusion that to form a Charitable Trust was the best way to do it.

It will be seen that the negotiations were started in 1971 and it was some years before the Trust and the agreement with the Golf Club could be finalised. We had to consider and deal with:-

- (a) Common Lands Registration Act - claims and objections.
- (b) The case to be put before the Commons Commissioners.
- (c) The setting up of the Charitable Trust and agreeing this with the Charity Commissioners.
- (d) The conveyance of the Manorial Rights over the green to the Trust.
- (e) By-laws. These were necessary to protect the green. As now provided for by the Parish Council.
- (f) Assisting the Newton Green Trust with the agreement between them and the Golf Club.

Although Mr. Abrahams and I through our respective professions had considerable knowledge on all this, he had to employ his Solicitors to act for him, and even they had to have Counsel's opinion from a leading Q.C. I in turn was also advised by my local Solicitors. All this was very necessary as Newton must be one of the very few Villages to have a golf course on their village green.

We were advised that it was first necessary to have the decision of the Commons Commissioners under the Common Land Registration Act before we could proceed. If the ownership of the Manor over the green, together with all grazing rights, were in my name, I would be in a position to convey this to the Trust. Whilst we were waiting for this, the Solicitors were preparing the draft agreement for the Trust that was acceptable to the Charity Commissioners.

I would like to take this opportunity of thanking Mr. Hills for giving up his claim for grazing rights. Also Mr. Kenneth Deeks who agreed not to register his claim for grazing rights, and all those in the Village for co-operating with us.

After Mr. Abrahams made his preliminary report to the small Sub-Committee, set up in 1971 at the Parish Assembly, we had the full co-operation and help from the Parish Council through their Chairman, Mr. John Taylor, and then the Clerk, Mr. Ted Dunnett, who worked with us to bring this to a satisfactory conclusion. I am glad to say that Mr. John Taylor and Mr. Ted Dunnett are now our present respective Chairman and Clerk of the Trust.

It was indeed fortunate that at the Village Assembly they asked Mr. Abrahams to assist the small committee set up at that time. I am most grateful to Mr. Abrahams for his help and co-operation. I am sure we are all indebted to him for giving us his time and experience to bring about a very satisfactory conclusion and for so generously paying the legal fees incurred on behalf of the Village.

Mr. Ted Dunnett has kindly agreed to complete this for me by giving the details of the Trust, including the Trustees, and a brief summary of the income and expenditure over the years.

As will be seen, the Trust, with considerable help from Mr. John Taylor, has been able to take advantage of the grants that have been available for the tree planting on the green and Sports Field. I am sure we will all enjoy and appreciate this added attraction to the village in the years to come. I would like to think that in the future we will be able to look back and this will remind us of all John Taylor has done for the village over the many years that he has been Chairman of the Parish Council.

Under the Trust, there are six Trustees, which are made up as follows:-

- (a) Two of the Trustees shall be members of the Parish Council (one to be appointed by the Trustees as Chairman).
- (b) One Trustee to be appointed by the Parish Assembly.
- (c) One Trustee shall be the Lord of the Manor of Newton.
- (d) One Trustee shall be a resident of the Village, appointed by the Lord of the Manor.
- (e) One Trustee appointed by the Newton Green Golf Club.

I would finish by mentioning to readers who enjoy living in Newton as much as I do, that the Trust is a broadly based Trust that can be given money, and receive donations under a Will, which is for the benefit of not only our green but for all other charitable organisations and residents of the village of Newton.

Roland Oliver

Newton Green Trust 1971 - 1986

After the initial meeting in 1971, it took five years to clear all the legal complications, and the Trust was eventually authorised under a Deed of Trust dated March 1976 and confirmed by the Charity Commissioners in April 1976.

The inaugural meeting was held on 9th April 1976, the Trustees at that time being:-

Mr. R. C. Oliver	Mr. W. Hills
Mr. S. G. Wade	Mr. J. H. Taylor
Mr. G. Mountstephen	Mr. A. C. Abrahams
Mr. E. W. Dunnett, Secretary/Treasurer	

Over the years, there have been but few changes, the current Trustees being:-

Mr. R. C. Oliver	Mr. J. Skinner
Mr. S. G. Wade	Mr. J. H. Taylor
Mr. A. A. Vince	Mr. D. Murphy
Mr. E. W. Dunnett, Secretary/Treasurer	

Basically, the intention of the Trust was to administer the Green and to utilize any income derived for the benefit of the village of Newton.

A summary of income and expenditure from inception to 30th October 1986 is attached. The Trustees have, in their discretion, disbursed funds on a known requirement basis and are always willing to receive suggestions from parishioners to cover eventualities of which the Trustees may not be aware.

E. W. Dunnett

March 1976 to 31st October 1986

<u>Income</u>		<u>Expenditure</u>	
Golf Club	£9,132	Sports Field, inc. purchase	£8,771
Grants/Donations	1,797	(Maintenance, inc. grass cutting, track repairs, pond clearance, planting of trees)	2,180
Parish Council	1,500	Legal Costs	626
Deeds of Covenant	2,534	Sundries	7
Licences and Deposit a/c interest	1,325	Hire - Village Hall	73
		Insurance	390
		Grants Firework Display	25
		Xmas Parcels	350
		Bus Shelter	500
		War Memorial	50
		Fireside Club	20
		Sunday School	60
		Fuel Bills	105
		Church	50
		Village Hall	<u>2,250</u>
			3,410
		Loan Village Hall	<u>500</u>
			15,957
		Cash in Hand	<u>331</u>
	<u>£16,288</u>		£16,288