

Public Document Pack

Southend-on-Sea Borough Council

Legal & Democratic Services

Strategic Director: John Williams

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07 December 2020

Dear Councillor

**THE COUNCIL - THURSDAY, 10TH DECEMBER, 2020
SUPPLEMENTARY REPORT PACK: ROOTS HALL AND FOSSETTS FARM**

Please find enclosed, for consideration at the next meeting of the Council taking place on Thursday, 10th December, 2020 at 6.30pm, the following report that was unavailable when the agenda was printed.

**Agenda Item
No**

24. Roots Hall and Fossetts Farm - Trust Matters (Pages 1 - 30)

Report of the Executive Director (Finance and Resources) attached

Robert Harris
Principal Democratic Services Officer

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Southend-on-Sea Borough Council

Report of Executive Director Finance and Resources

To
Council
(Acting as Sole Trustee)
On
10 December 2020

Agenda
Item No.

24

Report prepared by:
Alan Richards – Director of Property & Commercial

Roots Hall and Fossetts Farm – Trust Matters

Trust Business (not Council Business)

Part 1 Agenda Item

1. Purpose of Report

- 1.1 To enable all elected Councillors of the Council, acting as Sole Trustee (“the Trustee”) for each of the Jones Memorial Ground, Victory Sports Ground and Youth Commemoration Ground Trusts (“the Charities”) to operate and take decisions on behalf of the Council (as Trustees), at all times acting in the best interest of each Trust, subject to any Charity Commission approvals as may be required, to facilitate the land transactions required for the proposed Roots Hall and Fossetts Farm developments to progress.
- 1.2 This report directly cross-references the report to [Special Cabinet on 24 November 2020](#) (the Cabinet Report) which serves to set the context and reasons why the decisions are required. That report makes specific reference at paragraph 1.3 and recommendation 2.5 to the need for decisions to be made by the three trusts and that these will be considered at Full Council on 10 December 2020.

1.3 Councillors Role as Trustees

The Council is the sole Trustee of each of the three Charities. Whilst Councillors are in their position as Councillors, they have the responsibility of Trustees in exercising influence and control and administering the will of the Council as the sole Trustee. Therefore this report refers throughout to “Trustees” in to ensure Councillors are wearing “a Trustee hat” rather than their “councillor hat” when taking decisions in relation to the Charities. The Trustee has the power to manage each of the Trust’s land, is responsible for decision making and oversight of each of these Charities, subject to the governing documents of each Trust and, essentially, at all times acting in the best interests of each Charity.

The primary duties of the Trustees, as well as acting in the best interests of each Charity, are to observe the Charities governing documents; safeguard the Charity's assets; and avoid conflicts of interests.

2. Recommendations

- 2.1 That the Council as Trustee note the Cabinet Report and associated minutes of Cabinet and Policy and Resources Scrutiny Committee.
- 2.2 That, the Council as Trustee agrees to make the following decisions subject to any Consent or Order of the Charity Commission in respect of each Trust (as may be required):
 - 2.2.1 On behalf of the **Jones Memorial Recreation Ground Trust**, to the grant of an easement along the northern section of the Jones Memorial Recreation Ground on the terms, and as shown on the plan set out at section 3 of this report and to note that the existing car park serving the recreation ground will be replaced on like terms.
 - 2.2.2 On behalf of the **Victory Sports Ground Trust**, to the appropriation and/or sale of a small section of land adjacent to Sutton Road/Eastern Avenue roundabout to public highway use to enable the road capacity to be increased on the terms, and as shown on the plan set out at section 4 of this report.
 - 2.2.3 On behalf of the **Youth Commemoration Ground Trust**, to grant a shared use agreement with the Loxford Trust to ensure that the land can be used to support the physical education needs of local school children and in turn to enable the release of the former Cecil Jones Junior School playing field land for development (if required and subject also to the Secretary of State's Consent), on the terms set out in section 5 of this report.

3. Background

- 3.1 **Jones Memorial Recreation Ground (JMRG)** ([Charity Number 266261](#))
- 3.2 The Jones Memorial Recreation Ground is a Charitable Trust, registered under number 266261. The Object of the JMRG is stated as *"The provision and maintenance of a recreation ground for the benefit of children and young persons who have not reached the age of 25 years and are resident in the borough of Southend-on-Sea, without distinction of political, religious or other opinions."*
- 3.3 Southend-on-Sea Borough Council is the Trustee and all elected Councillors of Southend-on-Sea Borough Council act as the Trustee. The JMRG was given under trust to the Council by Robert A Jones, in memory of his wife, Emma J Jones in 1913. It has remained available for the public to use freely throughout the period. The Charity must operate in accordance with its governing documents, which consists of the original Trust deeds as varied by the Charity Commission Scheme dated the 21 November 1974 ("the 1974 Scheme" is attached at **Appendix 1**).

- 3.4 The ground provides football pitches for use for junior football and an outdoor children's play area. The Council maintains the JMRG for the Charitable Objects and meets any deficit incurred each year.
- 3.5 The proposal (as set out in section 12 of the Cabinet Report) is outlined below:
- 3.6 The land identified in green on the Fossetts Farm ownership plan (see below) is part of the JMRG.



- 3.7 This land is required principally to provide access for supporters on match days. It will also provide access to the residential development which will be leased to the Council and to JMRG itself.
- 3.8 It is proposed that the Trust grants an easement over this land to enable the construction and landscaping of a pedestrian and cycle route, referred to in the planning documents (to be amended) as 'Supporter's Way'.
- 3.9 The route will provide access to the land to the east and north which is to be developed to provide residential accommodation, a new football stadium and associated ancillary commercial and community uses and car parking. Rights are proposed to be granted in common with the Trust, the Council, the public and all owners, occupiers and visitors to the development on the land to the east and north (the development) of the easement strip. Rights would be reserved to ensure that the Council can access JMRG and the children's play area for maintenance. The easement strip does not impact on the use of the land as playing areas and will enable an income to be generated for the trust which will assist its sustainability.
- 3.10 The easement has been independently valued by the District Valuer at **£135,000** on the basis that a one-off premium will be paid to the JMRG. The easement would be required to be granted in perpetuity and the Trust would receive interest on the premium for as long as it holds it or, subject to the consent of the Charity Commissioners, it could be used to further the Objects of the Trust in other ways in due course.
- 3.11 The granting of an easement over Charity land is a disposal and the Trustee will want to be completely satisfied that any disposal is: (i) properly managed; (ii) in the Charity's best interests; and (iii) that the best price obtainable in the circumstances has been achieved.
- 3.12 The 1974 Scheme does not grant the Trustee an express power to dispose of Charity Land. The 1974 Scheme also requires the Trustee to revert to the

Charity Commission for a determination of the regularity and validity of any acts done or about to be done under the Scheme. As the Trustee has no express power to dispose of land, the Trustee can:

- (i) seek to rely on the either the statutory power to dispose of land contained in Section 6 of the Trusts of Land and Appointment of Trustees Act 1996, complying with the prescribed procedures and subject to the restrictions on disposing of Charity land contained in sections 117-121 of the Charities Act 2011 (includes the Trustee obtaining and considering a written report on the proposed disposition from a qualified surveyor instructed by the Trustee and acting exclusively for the Charity); or
- (ii) seek a Scheme, Order or Consent from the Charity Commission to confer the necessary power to grant the easement.

- 3.13 In this case, a written report from the District Valuer, acting for the JMRG Trust has been procured. The District Valuer has established the value at £135,000 and concluded that there is no requirement to further advertise the disposal given the circumstances.
- 3.14 The Charity Commission will be approached in relation to the three matters of the three trusts and its directions will be sought on the most appropriate route to proceed following a decision in principle by the Trustees.
- 3.15 It is therefore recommended at 2.2.1 above that the proposed easement is granted by the Trust to enable Supporters Way to be constructed. This is considered to be in the interest of the JMRG Trust for the following reasons:
- a) The JMRG will receive £135,000 in exchange for granting the easement. The capital receipt would be held by the JMRG which will benefit from any accrued interest and the capital could be used in due course to fund capital works and improvements to the JMRG.
 - b) The JMRG Trust will no longer need to maintain the land subject to the easement.
 - c) The JMRG and the public will still enjoy rights in common with others over the easement land.
 - d) Granting the Easement does not detract from the amenity value of the JMRG as it does not encroach on any playing areas and access to the children's play area is maintained.
 - e) The car park which serves the JMRG will be re-provided on like terms (lease-in to the Council) and in similarly close proximity to the ground.

4. Victory Sports Ground ([Charity Number 803621](#))

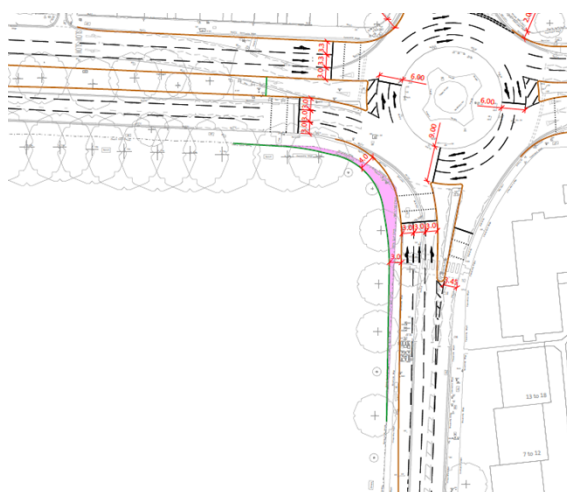
- 4.1 The Victory Sports Ground Trust (VSG) is a Charitable Trust, registered under number 803621. The Object of the VSG is stated as "A public park to be known as the "Victory Sports Ground" for the benefit of the inhabitants of the borough of Southend-on-Sea and the recreation of the public."
- 4.2 Southend-on-Sea Borough Council is the sole Trustee, represented by all elected Councillors. The Charity must operate in accordance with its governing

documents, which consists of the original Conveyance and Trust deed dated the 30 September 1921 (attached at Appendix 2). The VSG has remained available for the public to use freely throughout the period providing a general recreation area with football and cricket pitches which are hired throughout the year. The Council maintains the VSG for the Charitable Objects and meets any deficit incurred each year.

4.3 In respect of the appropriation and/or disposal of part of the Charity land and the Trustee will want to be completely satisfied that any disposal is: (i) properly managed; (ii) in the Charity's best interests; and (iii) that the best price obtainable in the circumstances has been achieved.

4.4 The proposal (as set out in section 13 of the Cabinet Report):

4.5 A very small sliver near the Sutton Road roundabout will be required to deliver the increased junction capacity. This land is part of the VSG and will need to be made subject to Highway rights under a s.278 Agreement. The area is shown shaded pink on the extract from the indicative general arrangement drawing below:



4.6 The land is currently being independently valued by the District Valuer on the basis that a one-off premium will be paid to the VSG. The Trust would receive interest on the premium for as long as it holds it or, subject to the consent of the Charity Commissioners, it could be used to further the Objects of the Trust in other ways in due course.

4.7 The Governing documents of the Charity do not grant the Trustee an express power to dispose of Charity Land; therefore the Trustee can:

- (i) seek to rely on the either the statutory power (as described in clause 3.12 above), complying with the prescribed procedures of the Charities Act 2011 (as above in clause 3.12 above); or
- (ii) seek a Scheme, Order or Consent from the Charity Commission to confer the necessary power to dispose of the land.

4.8 The Charity Commission will be approached in relation to the three matters of the three trusts and its directions will be sought on the most appropriate route to

proceed following a decision in principle by the Trustees.

4.9 It is therefore recommended at 2.2.2 above that the small area of land is transferred to public Highway pursuant to a s.278 (highways) agreement to enable the junction capacity to be increased. This is considered to be in the interest of the JMRG Trust for the following reasons:

- a) The VSG will receive a payment at least equal to the value of the land as determined by the District Valuer. The capital receipt would be held by the VSG which will benefit from any accrued interest and the capital could be used in due course to fund capital works and improvements to the VSG
- b) The VSG Trust will no longer need to maintain the land subject to the easement and the boundary adjustments will be dealt with as part of the s.278 works.
- c) The transfer of this sliver of land does not materially detract from the amenity value of the VSG as it does not encroach on any playing areas or the overall use of the park.

5. The Youth Commemoration Ground (YCG) ([Charity Number 301401](#))

5.1 The Youth Commemoration Ground is a Charitable Trust, registered under number 301401. The Object of the YCG is stated as “The provision and maintenance of a recreation ground for the benefit of children and young persons who have not reached the age of 25 years and are resident in the borough of Southend-on-Sea.”

5.2 Southend-on-Sea Borough Council is the Trustee, represented by all elected Councillors.

5.3 The YCG derives from a deed of Trust dated 1 March 1954 made between Edward Cecil Jones and the Corporation of the County Borough of Southend-on-Sea. Mr Jones donated £6,000 to the Corporation on Trust to purchase what was then known as the British Legion Memorial Ground. The original Trust Deed was replaced by a scheme made by the Charity Commissioners on 14 August 1974. Amongst other things, the scheme changed the object of the charity as described at 5.1 above. In 1993, the Charity Commissioners gave permission to sell the then YCG in conjunction with Higgs and Hill Developments and to use the sale proceeds to construct a new YCG, establishing the ground in its present location with the balance of funds being used to construct a new sports and leisure centre (Southend Leisure and Tennis Centre) which opened in 1996 with the diving pool being added in 2010.

5.4 The trust currently provides sports and leisure facilities for all and as part of that, fulfils its role as at 5.1 above. The YCG provides a range of pitches and associated changing facilities.

5.5 The Charity must operate in accordance with its governing documents, which consists of the original Trust deed dated 1 March 1954 as varied by the Charity Commission Schemes dated the 14 August 1974, 28 May 1993 and 23 August 1993 (“the Schemes” is attached at **Appendix 3**).

5.6 The proposal as set out in section 14 of the Cabinet Report:

- 5.7 As reported to Cabinet on 15 September 2020, the Council and the Football Club have been working on the principles of a shared use agreement in relation to Cecil Jones' use of the Youth Commemoration Ground (YCG) land, to enable the former Cecil Jones junior school playing fields (which are no longer used as playing fields and are identified in light and dark purple on the plan above) to be released by the Loxford School Trust limited (the School) so that that land can then form part of the Fossetts Farm development.
- 5.8 The principle is that the School will benefit from a capital receipt (from the developer of the Fossetts Farm land) for its land, the YCG Trust will benefit from investment to improve facilities, probably a refurbishment of the changing facilities via s.106. While these changing facilities serve the YCG and are used in connection with the sports played on the YCG, the block itself is owned by the Council, not the YCG however improvements to it will benefit the YCG generally which should lead to better income generation opportunities from hires, all whilst operating within the objects of the trust.
- 5.9 It is proposed that if the School needs to use the playing fields then a payment will be made by the school to the YCT to reflect a fair proportion of maintenance costs according to use and the school would have the use of the land for pre-agreed times for teaching physical education as part of the school curriculum and for playing and practicing sports during part of the school hours. The term would be commensurate with the requirements of the Secretary of State; probably 99 years. If the school does require the use of the land at some future date then this additional income, will help the self-sufficiency of the YCG Trust and mean that it needs to rely less on donations from the Council. The YCG should however not rely on this potential income because at present the school has no requirement to use the land. The proposed shared use agreement will help to safeguard future secondary school capacity and is intended to enable the possible requirements of the Secretary of State to be met if necessary in relation to the disposal by School of the former junior school playing field.
- 5.10 This matter needs to be finalised between all parties, including the Youth Commemoration Ground Trust, the School, the Council, the Football Club, Citizen, the Charity Commissioners and the Department for Education and this is expected to take some time. The shared use agreements will be made conditional on these matters being resolved.
- 5.11 It was previously understood that the granting of a Shared Use Agreement would not be considered a disposal however this position has been reviewed carefully and, particularly given that the agreement may be required to bind the land for 99 years, the proposed granting of a shared use agreement over Charity land is considered to be a disposal and the Trustee will want to be completely satisfied that any disposal is: (i) properly managed; (ii) in the Charity's best interests; and (iii) that the best price obtainable in the circumstances has been achieved.
- 5.12 At the time of writing, this matter is not finalised and it is unclear whether the shared use agreement will be required at all or whether the agreement would also need to include the Council in relation to the changing facilities, a matter that would be dealt with under Delegated Authority in due course.

- 5.13 In the case of this Charity, the Trustee has the power to sell Charity land under the powers contained in the 28 May 1993 Charity Commission Scheme (para 2), provided the proceeds of sale are invested in trust for the Charity (para 3). However, the proposed granting of a Shared Use Agreement is not a “sale” and there is no express power to make general dispositions under any of Schemes. The Trustee will therefore need to seek a Scheme, Order or Consent from the Charity Commission to confer the necessary power, to do so.
- 5.14 The Charity Commission will be approached in relation to the three matters of the three trusts and its directions will be sought on the most appropriate route to proceed following a decision in principle by the Trustees and in the case of the YCG, only if so required by the Secretary of State.
- 5.14 It is therefore recommended at 2.2.3 above to grant a shared use agreement with the School to ensure that the land can be used to support the physical education needs of local school children and in turn to enable the release of the former Cecil Jones Junior School playing field land for development (if required and subject also to the Secretary of State’s Consent). This is considered to be in the interest of the YCG for the following reasons:
- a) While the proposed shared use agreement would bind the land for 99 years, it is quite likely that it may never need to be exercised by the School. The Charity is expected to receive investment in the changing facilities under the s.106 Agreement, the details will be settled as part of the planning process.
 - b) If it is exercised, then the YCG will continue to support its Charitable Objects.
 - c) The YCG would receive income from the School if the shared use agreement comes in to operation – this would assist with maintenance costs and assist the YCG financial position, reducing its reliance on donations from the Council.
 - d) The proposed shared use agreement would not detract from the amenity value of the YCG and would enable its use in accordance with the Charitable Objects to be increased.

6. Other Options

The Trustees could decide not to agree the recommendations or seek to agree amended recommendations.

Trustees should be aware however that the recommendations have been carefully made to ensure that the decision can be taken in the best interests of the Trusts and also to enable the overall developments at Roots Hall and Fossetts Farm to proceed, subject to the matters set out herein.

5. Reasons for Recommendations

The reasons for the recommendations are set out above in the relevant sections of the report. See sections 3.12, 4.8 and 5.10.

6. Trust Implications

The Trust implications generally are set out in the body of the report.

Councillors should take additional assurance that the Charity Commissioners' consent will be required to enact the proposed arrangements and they will also act in the interest of the relevant trusts.

7. Legal Implications

- 7.1 Unless the Charity Commission confirm otherwise, the requirements of Sections 117 – 121 of the Charities Act 2011 apply and therefore, before entering into a contract to effect a disposal of land each Charity must get an order from the Charity Commission before they can complete that disposal.
- 7.2 The Trustees will therefore have the assurance that each Charity has acted lawfully and complied with any Charity Commission requirements including any orders so required to complete a land disposal and therefore avoiding conflict or risk.
- 7.3 The Department of Education has not yet set out its requirements on the School in connection with its proposed disposal of the former playing field however the proposed Shared Use arrangements are expected to be satisfactory. On this basis, the proposed shared use is commensurate with the Objects of the Trust and securing investment via the s.106 into the YCG facilities along with income based on usage to be paid by the School to the Trust is considered to be in the Trusts best interests, ensuring its longevity, reducing reliance on donations and helping the Charity to discharge the Objects of the Trust.

8. Background Papers

The report and minutes of [Cabinet 24 November 2020](#) (excluding the confidential appendix which is not relevant to these trust decisions)

9. Appendices

Trust Documents:

Appendix 1 – Jones Memorial Recreation Ground 1974 Scheme

Appendix 2 – Victory Sports Ground 1921 Trust Documents

Appendix 3 - Youth Commemoration Ground Schemes (14 August 1974, 28 May 1993 and 23 August 1993)

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reg 30/12

Sealed 21st November 1974

511(S)
74.

County - Essex.
Place - Southend-on-Sea.
Charity - Jones Memorial
Recreation Ground.

L2.
266,261 A/1.

Scheme.

C H A R I T Y C O M M I S S I O N .

In the matter of the Charity known as the Jones Memorial Recreation Ground, at Southend-on-Sea, in the County of Essex, regulated by conveyance dated the 19th December 1913; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES
HEREBY ORDER that the following Scheme be approved and established as the Scheme for the regulation of the above-mentioned Charity:-

S C H E M E :

1. Administration of Charity. - The above-mentioned Charity and the property thereof specified in the schedule hereto and all other the property (if any) of the Charity shall be administered and managed subject to and in conformity with the provisions of this Scheme by The District Council of Southend-on-Sea who shall continue to be the Trustee thereof.

2. Object of Charity. - (1) The object of the Charity shall be the provision and maintenance of a recreation ground for the benefit of children and young persons who have not reached the age of 25 years and are resident in the District of Southend-on-Sea without distinction of political, religious or other opinions.

(2) The land specified in the said schedule shall be held upon trust for use for the object of the Charity.

3. Power to make rules. - Within the limits prescribed by this Scheme the Trustee from time to time may make and alter rules with reference to

- (1) the terms and conditions upon which the property of the Charity may be used by persons or bodies other than the Trustee and the sum (if any) to be paid for such use;
- (2) the engagement and dismissal of such paid officers and servants as the Trustee considers necessary.

4. Minutes and accounts. - A minute book and books of account shall be provided and kept by the Trustee.

5. Donations. - The Trustee may accept any donations or property for the object of the Charity and may also accept donations or property for any special purposes connected with the Charity not inconsistent with the provisions of this Scheme.

6. Repairs and insurance. - The Trustee shall keep in repair and insure against fire all the buildings from time to time belonging to the Charity not required to be kept in repair or insured by any lessees or tenants thereof.

7. Questions under Scheme. - Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Charity Commissioners upon such application made to them for the purpose as they think sufficient.

SCHEDULE.

The following land situate at Southend-on-Sea in the County of Essex:

1. Land containing 11.25 acres or thereabouts and having frontages to Sutton Road and Hamstels Lane being the land comprised in the above-mentioned conveyance dated the 19th December 1913 made between The Southend-on-Sea Estates Company Limited of the first part Robert Arthur Jones of the second part and The Mayor Aldermen and Burgesses of the Borough of Southend-on-Sea of the third part and enrolled in the books of the Board of Education on the 4th February 1914 pursuant to section 1 of the Mortmain and Charitable Uses Act, Amendment Act, 1892.

2. Land containing 4 acres 34 perches or thereabouts and having a frontage on the south to Hamstels Lane being the land comprised in a conveyance made the 6th June 1923 between The Southend-on-Sea Estates Company Limited of the first part Robert Arthur Jones of the second part and The Mayor Aldermen and Burgesses of the County Borough of Southend-on-Sea of the third part and recorded in the books of the Board of Education on the 2nd August 1923 pursuant to section 117 of the Education Act, 1921.

Sealed by Order of the Commissioners this 21st day
of November 1974.

L.S.

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This Indenture

made the thirtieth day of September One thousand nine hundred and twenty one

W. R. BROWN
LAW STATIONER
SOUTHEND ON SEA



Between The Southend-on-Sea Estates Company Limited, whose registered Office is situate at Clarence Chambers Clarence Street Southend-on-Sea in the County of Essex (hereinafter called "the Company" of the first part Robert Arthur Jones of "Thamesmouth" The Cliffs Southend-on-Sea aforesaid Esquire, M. B. Esq. hereinafter called "the Donor" of the second part and The Mayor Aldermen and Burgesses of the County Borough of Southend-on-Sea aforesaid hereinafter called "the Corporation" of the third part

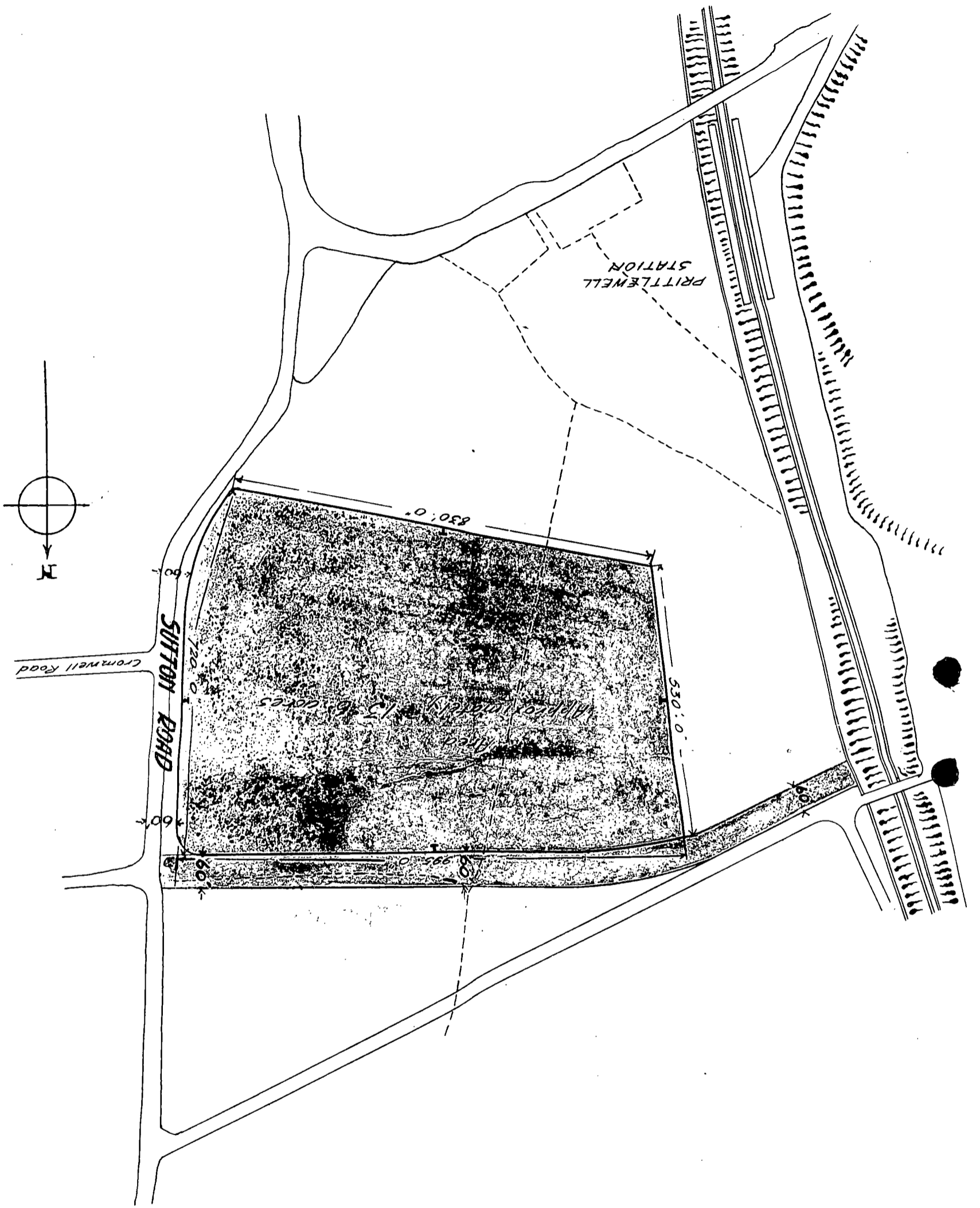
Whereas the Company are seized for an estate in fee simple in possession free from incumbrances of the hereditaments hereinafter described and intended to be thereby conveyed. And whereas the Company have agreed with the Donor for the absolute sale to him of the hereditaments hereinafter described and assured and the inheritance thereof in fee simple in possession subject only to the several stipulations hereinafter contained and otherwise free from incumbrances for the sum of Four thousand two hundred and forty three pounds. And

whereas the Donor being desirous of making additional provision for the healthful enjoyment of the inhabitants of the said Borough and especially of marking his admiration of the services rendered by his fellow townsmen and townswomen in the Great War 1914-1918 and his gratitude for the victory of Great Britain and her Allies is wished to assure the said hereditaments freely and voluntarily to the Corporation for the purpose of a Public Park to be known as the "Victory Sports Ground" for the benefit of the inhabitants of the said Borough and especially of those who are ex-service men and ex-service women and at his request the Company have agreed to assure the said hereditaments to the Corporation in manner hereinafter appearing.

Now this Indenture witnesseth that in pursuance of the said recited agreements and in consideration of the sum of Four thousand two hundred and forty three pounds now paid by the Donor to the Company (the receipt whereof the Company do hereby acknowledge. The

PLAN REFERRED TO.

Scale 1/2500.
feet 100 50 0 100 200 300 400 500 600 700 800 900 1000



Company as Beneficial Owners at the request of the Donor
Do hereby grant and convey unto the Corporation **That**
that piece or parcel of land containing Thirteen acres two rods
sixteen perches or thereabouts situate on the west side of and having
a passage to Sutton Road in the Parish of Pittlewell in the Borough
of Southend-on-Sea which said piece or parcel of land is more
particularly delineated and described in the Plan drawn on
this presents and thereon coloured pink **To hold** the same
premises unto and to the use of the Corporation and their assigns
subject only to the stipulations and provisions respectively contained
in the First and Second Schedules hereunder written **To the intent**
that the same premises shall for ever hereafter be dedicated held
used and enjoyed as and for the purposes of a Public Park to be
known as the "Victory Sports Ground" for the benefit of the
inhabitants of the Borough of Southend-on-Sea and the
recreation of the Public **And** the Corporation for themselves and their
assigns to the intent that the covenant hereinafter contained shall
be binding on the hereditaments hereby conveyed unto whosoever
hands the same may come but not so as to render the Corporation
liable in damages for any breach thereof after they shall have
parted with all interest in the premises in respect of which such
breach shall occur do hereby covenant with the Company
and their assigns and other the owner or owners for the time being
of the estate of which the hereditaments hereby assured form part
that they the Corporation and their assigns will at all times hereafter
observe and perform the stipulations in relation to the premises
hereby assured which are contained in the First Schedule hereto
And the Corporation do hereby for themselves and
their assigns covenant with the Donor his heirs executors
and administrators that they will at all times hereafter
observe and perform the provisions in relation to the hereditaments
hereby assured which are contained in the Second Schedule hereto
And the Company retaining possession of the deeds and
writings specified in the Third Schedule hereto do hereby
acknowledge the right of the Corporation to the production and
delivery of copies of the said deeds and writings and undertake
for the safe custody thereof **And** it is hereby agreed and
declared by and between the Company and the Corporation
as follows that is to say The Company shall convey free of cost
to the Corporation at any time within four years from the twenty
fourth day of June One thousand nine hundred and twenty one
if and when required in writing by the Corporation so to do
the strip of land of a width of sixty feet abutting in

part on the north of the land hereby assured and coloured brown on the said plan for the purpose of a highway and if the Corporation shall require the Company to convey the said strip of land as aforesaid the Corporation shall within a period of twelve months from the date of such conveyance lay out such strip of land as an Estate road and on the completion of such laying out the Company shall pay to the Corporation as a contribution to the cost a sum equal to one half of the cost of so laying out an Estate road of Thirty six feet in width. **Provided** that if any Scheme made by the Corporation in pursuance of the Town Planning Acts for the development of the area within which the said land is situate and in force at the time of the laying out of the said strip of land as an Estate road shall contain conditions generally applicable providing for deferring payment by Owners of land of the cost of road construction until such land shall be used for some purpose other than agriculture the payment to be made by the Company as hereinbefore provided as a contribution to the laying out of the said strip of land as an estate road shall if the Company on completion of such laying out so elect be similarly deferred and in such case this agreement shall be varied and construed accordingly. At any time after the laying out of the said strip of land as aforesaid the Corporation shall be at liberty to or if required by the Company shall permanently make up the said road and provide a surface water sewer therein and shall thereafter declare the same a highway reparable by the inhabitants at large. On the completion of the making up as aforesaid of the said road the Company shall pay to the Corporation as a contribution to the cost a sum equal to one half of the cost of so making up a road Thirty six feet in width together with one half of the cost of providing the said surface water sewer. The said strip of land and the said road shall be laid out as an estate road or made up as the case may be in manner previously agreed upon by the Corporation and the Company or in default of agreement determined by Arbitration in manner provided by the Arbitration Act 1889 or any existing statutory modification thereof and if any dispute shall arise as to the cost of laying out the estate road or of making up the said road as aforesaid or as to the proportion to be

paid by the Company it shall be so determined by arbitration
In witness whereof the Company has hereunto caused
their Common Seal to be affixed and the Donor has set his hand
and seal and the Corporation have caused their Common Seal
to be affixed this day and year first above written. _____

The First Schedule above referred to

Stipulations

1. The land being sold for the purpose of a Public Park shall not be used for any purpose other than that of a recreation ground or Sports field or for purposes incidental thereto.
2. The Corporation shall erect and maintain good and sufficient fences round the land on the sides marked "T" within the boundary. Provided that the Company will be satisfied if for a period of twelve months from the date hereof the Corporation shall erect and during such period maintain a post and wire fence sufficient to prevent cattle from trespassing on the land and accept liability for damage caused by any such trespass. No close boarded fences shall be erected but open iron or wood fences of not less than five feet in height may be erected where fencing is required by virtue of this stipulation.
3. No bricks or tiles shall be made nor any clay or lime burnt on the land and no excavation of gravel, sand, clay or soil shall be made therein so as to deprive any adjoining property of lateral support or for any purpose other than making the land more suitable for the purposes of a recreation ground as aforesaid and no part of the land shall be occupied in any manner so as to be a nuisance or annoyance to the owners or occupiers of any neighbouring property save so far as may be necessarily consequent upon the reasonable user of the premises as a recreation ground and sports field and purposes incidental thereto.
4. No building or erection (temporary or otherwise) other than a fence as hereinbefore described shall except with the consent of the Company be set up within twenty five feet of the boundaries marked "T" upon the said plan except the Northern boundary and no advertisement board or boardings shall be erected either as a separate structure or affixed to any Pavilion or building except a board indicating the nature of the recreation and regulations (if any) at the entrance to the ground.

The Second Schedule above referred to.

1. In assigning from time to time portions of the Park for the playing of games the Corporation shall give preference to Clubs or Teams composed of ex-service men or women.
2. The Park shall not (except on not exceeding two days in any one year) be used for any purpose other than as a Recreation or Sports Ground.
3. Substantial unclimbable iron railings of a minimum height of Five feet shall forthwith be provided and erected by the Corporation on the boundaries of the Park together with two wrought iron entrance gates of at least Six feet in width in suitable positions.
4. Adequate lavatory and dressing accommodation for both sexes shall be provided by the Corporation in the Park not later than the First day of March One thousand nine hundred and twenty three and thereafter maintained by them.

The Third Schedule above referred to.

- 20th October, 1890. The Indenture of Conveyance of this date made between George Richard Burness and James Alexander Burness of the first part Harriet Burness of the second part Thomas Dowsett of the third part John Granger Sadd of the fourth part and Alfred Granger Sadd of the fifth part.
- 23rd October, 1890. The Indenture of mortgage of this date made between the said Thomas Dowsett of the first part the said John Granger Sadd of the second part the said Alfred Granger Sadd of the third part and Philip Patmore of the fourth part.
- 5th July, 1896. The Indenture of Re-conveyance of this date made between the said Philip Patmore of the one part and the said Thomas Dowsett John Granger Sadd and Alfred Granger Sadd of the other part.
- 29th April 1901. The Indenture of Conveyance of this date made between the said Thomas Dowsett Alfred Granger Sadd Mary Ann Sadd Mary Ann Price Sadd John Price Sadd and Herbert Eustace Sadd of the first part Herbert Arthur Dowsett of the second

part the said Mary Ann Sudd of the third part
 the said Mary Ann Price Sudd, John Price Sudd,
 Selina Janet Cocks, Harry William Sudd, Jessie
 Laura Gerling, Edmund Alfred Sudd, Herbert Eustace
 Sudd, Edith Gertrude Sudd, Myra Eleanor Brown
 and the Reverend Arthur Joseph Sudd of the fourth
 part and the Company of the fifth part.

The Common Seal of the
 Southend-on-Sea Estates
 Company Limited was here-
 unto affixed in the presence of

W. H. A. ... } Directors.

Arthur S. Culham Secretary.

Signed Sealed and Delivered
 by the said Robert Arthur Jones
 in the presence of

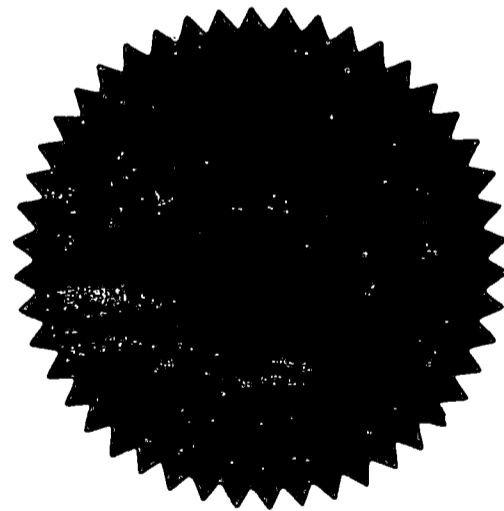
Robert Arthur Jones

W. H. A. ...
 Town Clerk
 Southend-on-Sea

The Common Seal of the Mayor
 Aldermen and Burgesses of the
 County Borough of Southend-on-Sea
 was pursuant to a Resolution of the
 Council hereunto affixed in the
 presence of

W. H. A. ... } Two Members
J. J. Dinnitt } of the Council.

W. H. A. ... Assistant Town Clerk.



I certify that this is a true copy of the
conveyance of Victory Street Ground to the County
Borough of Southend-on-Sea dated 30th September 1921

D. G. Reddy

Borough Solicitor
13/6/1990.

Dated 30th September 1921.

The Southend-on-Sea
Estates Company Ltd. &
Robert Arthur Jones Esq

to

The Mayor Aldermen
& Burgesses of the County
Borough of Southend-
on-Sea.

Conveyance

of
Freehold Land
containing 13 acres 2 roods 16
perches situated in the Parish
of Littlewell, Southend-on-
Sea in the County of Essex.

Enrolled in the books of the Charity Commissioners for England and
Wales pursuant to the provisions of Section 6(a) of the 25th Ordinance and
Charitable Uses Act 1888 and Section 1 of the 21st Ordinance and Charitable
Uses Act Amendment Act 1892 by order of the Board dated the
Twenty-first day of November 1921 Vol 10 page

Charles J. Pittman

Sealed 14th August 1974

369(S)
74.

County - Essex.
Place - Southend-on-Sea.
Charity - Youth Commemoration
Ground.

L2.
301,401/1.

Scheme.

C H A R I T Y C O M M I S S I O N .

In the matter of the Charity called the Youth
Commemoration Ground, at Southend-on-Sea,
in the County of Essex, regulated by trust
deed dated the 1st March 1954; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES
HEREBY ORDER that the following Scheme be approved and
established:-

S C H E M E .

1. Administration of Charity. - The above-mentioned
Charity and the property thereof specified in the schedule
hereto and all other the property (if any) of the Charity
shall be administered and managed subject to and in
conformity with the provisions of this Scheme by The
District Council of Southend-on-Sea who shall continue
to be the Trustee thereof.

2. Object of Charity. - (1) The object of the Charity
shall be the provision and maintenance of a recreation
ground for the benefit of children and young persons who
have not reached the age of 25 years and are resident in
the District of Southend-on-Sea without distinction of
political, religious or other opinions.

(2) The land specified in the said schedule shall be
held upon trust for use for the object of the Charity.

3. Power to make rules. - Within the limits prescribed by this Scheme the Trustee from time to time may make and alter rules with reference to

- (1) The terms and conditions upon which the property of the Charity may be used by persons or bodies other than the Trustee and the sum (if any) to be paid for such use;
- (2) the engagement and dismissal of such paid officers and servants as the Trustee considers necessary.

4. Minutes and accounts. - A minute book and books of account shall be provided and kept by the Trustee.

5. Donations. - The Trustee may accept any donations or property for the object of the Charity and may also accept donations or property for any special purposes connected with the Charity not inconsistent with the provisions of this Scheme.

6. Repairs and insurance. - The Trustee shall keep in repair and insure against fire all the buildings from time to time belonging to the Charity not required to be kept in repair or insured by any lessees or tenants thereof.

7. Questions under Scheme. - Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Charity Commissioners upon such application made to them for the purpose as they think sufficient.

S C H E D U L E.

Land containing 10½ acres or thereabouts situate at Prittlewell in the District of Southend-on-Sea in the County of Essex being the land comprised in a conveyance made the 9th September 1954 between Edward Cecil Jones and three others of the one part and The Mayor Aldermen and Burgesses of the County Borough of Southend-on-Sea of the other part and recorded in the books of the Ministry of Education on the 4th February 1955 pursuant to section 29(4) of the Settled Land Act, 1925, as applied by Article 3 of the Minister of Education (Transfer of Functions) Order, 1949.

Sealed by Order of the Commissioners this 14th day
of August 1974.

L.S.

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Sealed 28th May 1993.

71(S)
93

County - Essex
Place - Southend-on-Sea
Charity - Youth
Commemoration
Ground

CD(Ldn1)
301,401/1

Scheme

CHARITY COMMISSION

In the matter of the Charity called the Youth Commemoration Ground, at Southend-on-Sea, Essex, regulated by trust deed dated the 1st March 1954 as varied or affected by a Scheme of the Charity Commissioners of 14th August 1974; and

In the matter of the Charities Act 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that the following Scheme be approved and established:-

S C H E M E

1. Administration of Charity. (1) The above-mentioned Charity and the property thereof shall be administered and managed subject to and in accordance with the provisions of the above-mentioned trust deed dated the 1st March 1954 as varied or affected as aforesaid and as further varied or affected by the provisions of this Scheme.

(2) The name of the Charity shall be the Youth Commemoration Trust or such other name as the Trustee of the Charity from time to time by resolution may decide with the prior approval of the Charity Commissioners.

2. Sale. The Trustee may subject to such consents as are required by law sell the whole or any part of the land of the Charity and may do and execute all proper acts and assurances for carrying any such sale into effect.

3. Proceeds of sale. Unless the Commissioners otherwise direct the clear proceeds of any such sale as aforesaid shall be invested in trust for the Charity.

4. Expenses of management. The Trustee shall first defray out of the income of the Charity all the proper costs, charges and expenses of and incidental to the administration and management of the Charity.

5. Application of income. Subject to payment of the expenses aforesaid the Trustee shall apply the income of the Charity in or towards the provision of recreational facilities for persons who are resident in the District of Southend-on-Sea without distinction of political, religious or other opinions: Provided that at any time the trustees may provide land to be used as a recreation ground for children and young people who have not reached the age of 25 years qualified as aforesaid.

6. Application of property. The trustee may at any time apply the whole or part of the property of the charity in or towards the provision of facilities as aforesaid but nevertheless upon such terms with regard to the recoupment of capital expended and otherwise as the Commissioners further Order or Orders direct.

7. Further Scheme. Power is hereby reserved to the Commissioners to establish on the application upon which the Order establishing this Scheme is made a further Scheme for the regulation of the Charity.

8. Questions under Scheme. Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Commissioners upon such application made to them for the purpose as they think sufficient.

Sealed by Orders of the Commissioners this 28th day of May 1993.

L.S.

Sealed 23rd August 1993

211
93

County - Essex

Place - Southend-on-Sea

Charity - Youth Commemoration
Ground

CD(Ldn1)

301,401/1

Authority for disposition of
charity land.
Order under sections 26 and
36 of the Charities Act
1993.

C H A R I T Y C O M M I S S I O N

In the matter of the Charity the Youth Commemoration Ground,
at Southend-on-Sea, Essex, regulated by trust deed
dated the 1st March 1954 as varied or affected by
Schemes of the Charity Commissioners of 14th August
1974 and 29th May 1993; and
In the matter of the Charities Act 1993.

WHEREAS:

1. It has been represented to THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES (the Commissioners), by or on behalf of the trustees of the above-named Charity, that it is proposed to sell the property belonging to the Charity specified in the schedule hereto upon the terms which have been submitted in writing to the Commissioners (the disposition);

2. Under the provisions of sections 26 and 36 of the Charities Act 1993 the disposition is to be sanctioned by an Order of the Commissioners;

3. It appears to the Commissioners that the disposition is expedient in the interests of the Charity:

NOW THE COMMISSIONERS HEREBY ORDER as follows:

The Charity may enter into the disposition of the said property to Southend-on-Sea Borough Council for a nominal fee for the purposes of an open space provided that the disposition shall be completed within one year from the date of this Order.

S C H E D U L E

Land containing 0.49 acres or thereabouts being part of the land belonging to the Charity situate at Southend-on-Sea in the County of Essex having a frontage on Eastern Avenue.

Sealed by Order of the Commissioners this 23rd day of August 1993.

L.S.