

DATED 17<sup>TH</sup> FEBRUARY 1965

NATIONAL PROVINCIAL BANK LIMITED  
AND LADY KATHLEEN HARRISON

- to -

MESSRS W.K. HINTON AND  
C.W. PEAREY

DRAFT/

CONVEYANCE

Relating to a piece of land at  
Nunthorpe in the North Riding  
of the County of York.



**THIS CONVEYANCE**                      **Is made the SEVENTEENTH**  
**day of FEBRUARY**

One thousand nine hundred and sixty five **B E T W E E N** **NATIONAL**  
**PROVINCIAL BANK LIMITED** whose registered office is at 15 Bishopsgate in the City of London and **LADY**  
**KATHLEEN HARRISON** of the "The Red Cottage", Nunthorpe Middlesbrough in the North Riding of the County of  
York (hereinafter called "the Grantors") of the one part and **WILLIAM KIRTLAND HINTON** of 115 Guisborough  
Road, Nunthorpe aforesaid and **CHARLES WILLIAM PEAREY** of 2        **The Avenue, Nunthorpe aforesaid**  
(hereinafter called "the Trustees") of the other part

**WHEREAS: -**

- (1) The Grantors are seised in fee simple in possession subject as  
Herein after mentioned but otherwise free from incumbrances                      (inter alla) of the hereditaments  
herein described and have agreed to convey the same to the Trustees
- (2) The Trustees have requested the Grantors to convey the said hereditaments in manner and upon the  
trusts herein after appearing NOW in pursuance of the said agreement and in consideration of the  
premises **THIS DEED WITNESSETH** as follows: -

1. THE Grantors as Trustees hereby convey unto the Trustees ALL THAT piece or parcel of freehold land lying to the south east of Guisborough Road Nunthorpe Middlesbrough in the North Riding of the County of York and containing eight point five seven acres or thereabouts WHICH said land is for the purpose of identification only more particularly delineated and described on the plan attached hereto and therein coloured round with red TO HOLD the same unto the Trustees in the fee simple SUBJECT to the covenants conditions and restrictions contained or mentioned in a Conveyance dated the twenty-sixth day of October One thousand nine hundred and thirty-one and made between Sir Bedford Lockwood Dorman and Arthur John Dorman of the second part and Sir John Fowler Harrison of the third part Upon the trusts and subject to the powers and provisions set out in the First Schedule hereto

2. The Grantors hereby acknowledge the right of the Trustees to production of the deeds and documents specified in the Third Schedule hereto and to delivery of the copies thereof

3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount of value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds.

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**IN WITNESS** whereof National Provincial Bank Limited has hereunto caused its Common Seal to be affixed and the remaining parties hereto have hereunto set their hands and seals the day and year first before written.

**THE FIRST SCHEDULE**

- 1. The Trustees shall apply as soon as possible to the Charity Commissioners through the Charities Commission for an Order of the Charity Commissioners for England and Wales vesting the Trust property hereby conveyed 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 property hereby conveyed (herein called "the Trust Property") shall be held upon trust for playing fields for the use of the inhabitants of the parishes of Nunthorpe and Marton and that part of Ormesby within a radius of three quarters of a mile of Nunthorpe Railway Station in such manner as the Committee of Management from time to time shall think fit**

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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")

(a) Three elected members of the Committee shall be elected in accordance with the provision of the first Part of the Second Schedule 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 third Annual General Meeting following such election. At the second and every subsequent Annual General Meeting one such elected member shall retire from office and shall be eligible for re-election. The members to retire at the second Annual General Meeting and the third Annual General Meeting shall be decided by agreement amongst them or failing agreement the order of retirement shall be determined by lot and thenceforth the elected members shall retire in order of seniority of election.

(b) Seven representative members of the Committee shall be appointed by such appointing organisations as are set out in the Second Part of the Second Schedule 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 next 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 their co-option.

(d) Any competent member of the Committee may be reappointed or re-elected

4. The Chairman, Treasurer and Secretary shall be elected annually at the Annual General Meeting by a democratic vote and the Committee may elect one of their member to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until the next Annual General Meeting.

If the Chairman is absent from any meetings the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at the meeting.

5. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "the first General Meeting") to be convened in the month of May One thousand nine hundred and sixty five by one week's notice to be affixed to some conspicuous part of the Trust Property or other conspicuous places or places in the said Parishes of the inhabitants of the Parishes of Nunthorpe and Marton and that part of the Parish of Ormesby which lies within a radius of three quarters of a mile of Nunthorpe Railway Station of the age of eighteen years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignation of members of the Committee and for the purpose of electing members under Clause 3 hereof and the Chairman, Secretary and Treasurer under Clause 4 and for taking such action as it may decide under Clause 8 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting shall be held as soon as practicable after the month of April

6. The Committee shall have power of 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

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organisation not mentioned in the second part of the Second Schedule hereto and any other organisation which may hereafter be formed having aims of a recreational character consistent with those upon which the trust property is held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the second part of the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased but no Resolution shall be effective until it has been approved in writing by the Charities Commission.

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 resignation or removal of member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting. All elected members shall retire as provided in Clause 3 (a) hereof and all Representative members shall retire at the Annual General Meeting.

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8. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled

9. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any members

10. The Committee may from time to time make and alter Rules for the conduct of its business and for 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 in accordance with the provisions of this Deed and the sum (if any) to be paid for such use
- (b) The appointment of an Auditor and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office
- (c) The engagement and dismissal of such paid officers and servants for the Trust Property as it may consider necessary
- (d) The number of members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of members of the Committee

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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 Barclays Bank Business Centre at Albert Road, Middlesbrough or at such other Bank as shall from time to time be decided by the Committee (any such substitution to be endorsed upon this Trust Deed with a copy of the resolution relating thereto).

12. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property or the furniture and effects therein and in paying rent rates taxes salaries wages and other outgoings and in providing equipment 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 Charities Commission 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 therein 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 decided 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 hereinto before indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the said Parishes (as detailed in Clause 5 hereof) of which Meeting not less than fourteen days' notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the said Parishes 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 Charities Commission let or sell the Trust Property or any part thereof. All moneys arising from such letting or sale shall with the consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purpose 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

Parishes may be approved by the Charities Commission and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Property may properly be applied

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

## THE SECOND SCHEDULE

### FIRST PART

#### ELECTED MEMBERS

Three Members to be elected by the inhabitants of the Parishes of Nunthorpe, Marton and that part of the Parish of Ormesby which lies within a radius of three quarters of a mile of Nunthorpe Railway Station on the basis of there being one member from each of the said Parishes.

SECOND PART

**REPRESENTATIVE MEMBERS**

***TO BE REPRESENTATIVE OF THOSE AFFILIATED PLAYING SECTIONS AT THIS POINT IN TIME***

1	Member to be nominated by the Committee of the	Junior Football Club
1	" " " " " " " " "	Senior Football Club
1	" " " " " " " " "	Nunthorpe Cricket Club
1	" " " " " " " " "	Nunthorpe Tennis Club
1	" " " " " " " " "	Marion Hockey Club
1	" " " " " " " " "	Squash Club
1	" " " " " " " " "	Quoits

**CO-OPTED MEMBERS**

2 Ward Councillors nominated by Middlesbrough Borough Council.

2 members from the Recreation Club.

A co-opted Nunthorpe local resident - without a vote.

### THE THIRD SCHEDULE

Date of Deed	Nature of Deed	Parties thereto "
20 <sup>th</sup> October 1931	CONVEYANCE	Sir Bedford Lockwood Dorman and Arthur John Dorman (1) George Cawardine Francis and Charles Henry Clarke (2) and John Fowler Harrison (3)
24 <sup>th</sup> November 1933	CONVEYANCE	John Fowler Harrison (1) and George Hedley (2)
7 <sup>th</sup> January 1947	CONVEYANCE	George Hedley (1) and Sir

3<sup>rd</sup> November 1947

GRANT OF PROBATE

John Fowler Harrison,  
Baronet (2)

of the will of Sir John  
Fowler Harrison

Original document 1965  
Updated April 2005.  
Amended 26.5.2005

