

DATED 12<sup>th</sup> Oct 1920

WILLIAM HENRY FRESCOTT ESQ  
& others

to  
Trustees on behalf of the  
Tottenham War Services Institute  
~~WILSON FREDERICK BRIDGES ESQ~~  
& others

Dt/ DEED OF TRUST  
relating to the Tottenham  
War Memorial

Windsor & Brown  
High Road  
Tottenham

RECEIVED  
13/9/20  
10 AM  
CHARITY COMMISSION

RECEIVED  
13/9/20  
5-SEP-20  
CHARITY COMMISSION

THIS INDENTURE made the 12<sup>th</sup> day of October 1920 BETWEEN WILLIAM HENRY

PRESCOTT of Allington House White Hart Lane Tottenham in the County of Middlesex

a Member of Parliament and Justice of the Peace PATRICK BERNARD MALONE of No 40

Belmont Road Tottenham aforesaid a Member of Parliament and Justice of the Peace

ROBERT WILLIAM CLARK of Ferrestone House Tottenham aforesaid Iron Founder and

ALFRED WILLIAM PERRIN of Pingal Villa Tottenham aforesaid Works Manager (hereinafter

collectively called "the Tottenham War Services Recognition Committee") of the one

part and OLIVER FREDERICK BROADWAY of \_\_\_\_\_ Tottenham aforesaid

\_\_\_\_\_ the said ROBERT WILLIAM CLARK HAROLD SEYMOUR COUCHMAN of \_\_\_\_\_

Tottenham aforesaid \_\_\_\_\_ JOHN ALFRED KAYE of \_\_\_\_\_

Tottenham aforesaid \_\_\_\_\_ MORITZ KLINGER of \_\_\_\_\_

Tottenham aforesaid \_\_\_\_\_ the said PATRICK BERNARD MALONE ALFRED WILLIAM PERRIN

and WILLIAM HENRY PRESCOTT CHARLES DAVID ROBERTS of \_\_\_\_\_

Tottenham aforesaid \_\_\_\_\_ and STANLEY ROLLINGS of \_\_\_\_\_

Tottenham aforesaid \_\_\_\_\_ (hereinafter collectively called "the Trustees")

of the other part WHEREAS by an Indenture dated the 7th day of March 1919 and made

between George Seymour Curtis of the one part and the Tottenham War Services

Recognition Committee of the other part in consideration of the sum of £3300

expressed to be paid by the Tottenham War Services Recognition Committee out of

moneys belonging to them on a joint account to the said George Seymour Curtis the

£3300 was provided out of monies publicly subscribed by the inhabitants of Tottenham and others with the object of establishing a memorial to commemorate the sacrifices made and the services rendered by the men of Tottenham in the late War and the Tottenham War Services Recognition Committee have been duly authorised to declare the trusts hereinafter declared of and concerning the same NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows that is to say:-

1. The Tottenham War Services Recognition Committee as settlors hereby convey unto the Trustees ALL THOSE two messuages and premises known as Nos 399 and 401 High Road Tottenham aforesaid as the same are set out and described in the extract from the Ordnance Map annexed to the hereinbefore recited Indenture of Conveyance and thereon coloured pink and green TO HOLD the same but as to the part coloured green subject to a restriction against erecting any building thereon or suffering any trees or shrubs thereon to grow above 6 feet high which restriction was placed thereon and on the adjoining premises known as No 397 High Road Tottenham aforesaid (which at the date of the said Conveyance belonged to the said George Seymour Curtis in fee simple) when the same were enclosed on the 22nd day of September <sup>1823</sup> ~~1828~~ and with the benefit of the covenant by the said George Seymour Curtis that he would nor would his successors in title take any proceedings against the Tottenham War Services Recognition Committee or their successors in title or any of them to restrain any breach or non-observance of the restriction aforesaid or to recover

*Quere 1828 as  
in the unexecuted  
indenture before  
me on 1823 as  
in my Drafts on  
Geo. Curtis*

Committee that they would not nor would their successors in title take any proceedings against the said George Seymour Curtis or his successors in title or any of them to restrain any breach or non-observance of the restriction aforesaid or to recover damages for any such breach or non-observance contained in the said Indenture UNTO and TO THE USE of the Trustees in fee simple upon the trusts and with and subject to the powers and provisions hereinafter declared and contained of and concerning the same

2. The Trustees or the survivors or survivor of them or the executors or administrators of such survivor or other the trustees for the time being of these presents (all of whom are hereinafter included in the expression "the Trustees") shall stand possessors of the said premises hereby conveyed UPON TRUST that the Trustees shall permit the same or any part thereof to be used as an Institute providing for the use of its members the means of social intercourse mutual helpfulness mental and moral improvement rational recreation and the other advantages of a Club and so that (but without prejudice to the generality of the foregoing trust) the same shall be primarily for the use and benefit of men who served in His Majesty's Navy Army or Air Force during the late War and for further advancing that comradeship which sprang up whilst they were serving their country OR shall permit the said premises or any part thereof to be used for such other purposes of a charitable nature as the Trustees may from time to time in their absolute and uncontrolled discretion think

required by law sell the said premises or any part thereof and stand possessed of the net monies thereby produced upon trust to apply the same either alone or in conjunction with any other monies or property which may be subscribed or given for this purpose in or towards establishing in lieu of or in addition to the premises sold some other memorial to commemorate the sacrifices made and services rendered by the men of Tottenham in the late War and whether of the same or a similar or different nature or kind and whether of an outward and visible form or otherwise and whether permanent or terminable provided always that such memorial shall be of a charitable nature or kind

3. "Subject to any consent authority or approval required by law it shall be lawful

for the Trustees to do all or any of the following acts or things:

- (a) To demise or let the said premises hereby conveyed or any other lands tenements or hereditaments for the time being subject to the trusts of these presents (all of which are hereinafter included in the expression "the trust hereditaments") for such periods and at such rents or no rents and generally upon and subject to such terms and conditions for such purposes and in such manner as the Trustees may think fit and in particular but without prejudice to the generality of this power to lease the said premises hereby conveyed for a term of 14 years at a rent of £10 per annum to the Tottenham War Services Institute Ltd (a society which has been registered under the Industrial and Provident

mutual helpfulness mental and moral improvement rational recreation and the other advantages of a club and also of further advancing that comradeship which sprang up whilst serving their country) and to make allowances to and arrangements with tenants and others and to accept surrenders of leases and tenancies

(b) to sell or exchange the trust hereditaments or any part thereof

(c) to ~~repair~~ improve alter enlarge pull down demolish <sup>and</sup> rebuild any building structure or thing for the time being included in the trust hereditaments <sup>and to build erect construct make any building erection or work upon any lands for the time being included in the trust hereditaments</sup> and generally to manage and deal with the trust ~~premises~~ <sup>hereditaments</sup> with all the powers in that behalf of beneficial owners.

(d) to purchase take in exchange or on lease or hire or otherwise acquire any real or personal property or any estate or interest therein or any easement right or privilege over or in respect of the same

(e) to invest any monies for the time being subject to the trusts of these presents whether in the nature of capital or income (which monies are hereinafter referred to by the expression "the trust monies") and not immediately required for any of the purposes of these presents in any of the modes of investment authorised by law for the investment of trust funds with power from time to time to alter or change any such investments into or for others of a like nature

(f) to employ and pay secretaries clerks servants and agents of any kind

(g) to subscribe and make donations for charitable and benevolent objects and in

persons by way of loan gift or otherwise as the Trustees may think fit

- (h) at any time or times if the Trustees think fit (but without being under any obligation to do so) to convene any meeting of the subscribers of the said sum of £3300 or of any other monies which may be subscribed for the purposes of these presents with a view to ascertaining their wishes with regard to any matter connected with or arising out of these presents.
- (i) to raise by mortgage charge or any other means and provide and pay out of the corpus or income of the trust hereditaments or the trust monies <sup>or such any investments or property for the time being representing the same</sup> any monies required for any of the purposes aforesaid or otherwise in connection with the trusts powers or purposes of these presents with full power to determine what shall be paid out of corpus and what out of income but so that <sup>as</sup> far as possible all rents rates taxes expenses of management cost of repairs and insurance and all other outgoings payable in respect of the trust hereditaments and all other costs and expenses of a recurring nature of and incidental to the execution exercise or fulfilment of the trusts powers and purposes of these presents shall be paid out of income
- (j) to do any act or thing ancillary or incidental to the exercise of any of the foregoing powers
- (k) to do or concur with any other person persons or corporation in doing any other act or thing whatsoever which the Trustees may in their absolute and uncontrolled

fairly and reasonably to come within it's purview whether as falling within  
the letter or the spirit ~~thereof~~ *these presents*.

4. The following provisions with regard to trustees shall have effect:

(1) All or any of the trusts powers authorities and discretions reposed in or  
conferred on the Trustees by these presents whether expressly or by implicati  
*or otherwise*  
/may be performed executed and exercised by a majority of the Trustees present  
at any meeting convened in manner hereinafter provided and any action or  
decision of such majority shall be binding on the minority and shall ~~be~~ as  
valid and effectual as it would have been if done or made by all the Trustees  
acting unanimously

(ii) The Trustees shall hold an ordinary meeting at least once in each year. A  
special meeting may at any time be summoned by any <sup>two</sup> of the Trustees upon four  
days notice being given to all the other Trustees of the matters to be  
discussed

(iii) *Two* of the Trustees shall form a quorum for a meeting

(iv) At every meeting the Trustees present shall appoint a Chairman. Every matte  
shall be determined by a majority of the Trustees present and voting on the  
question. The Chairman shall have a casting vote whether he has or has not  
previously voted on the same question but none of the Trustees shall in any  
other circumstances give more than one vote



at every meeting of the Trustees and in such books of account of all monies paid and received by the Trustees.

(vi) Subject as aforesaid the Trustees shall have full power from time to time to make alter and rescind such regulations for the conduct of their business as they may think proper

(vii) The Trustees may delegate any of their powers or duties to any Committee consisting of such of themselves as they may appoint in that behalf with full power to co-opt or authorise the co-optation on such committee of any other person or persons.

(viii) Any of the Trustees hereinbefore named or hereafter appointed who shall at any time have failed to reside in the Borough of Tottenham for a continuous period of one year shall cease to be a trustee of these presents and thereupon shall if and when required by the Trustees execute and do all such deeds acts and things as may be necessary or proper for the purposes of vesting and transferring the trust hereditaments and the trust monies and any investments <sup>or property</sup> for the time being representing the same in to or into the names of the Trustees or as they shall direct

*I gather that all the Trustees reside in Tottenham, & it seems desirable that the trusteeship should be confined to persons closely identified with the locality, having regard to the object for which the Trust is constituted & the very wide powers given to the trustees.*

②

(ix) If and whenever the number of the Trustees shall be reduced below the number of five the continuing Trustees (not including any retiring trustee or a trustee who shall have ceased to be such by reason of his or her not

make up the total number of the Trustees to <sup>ten</sup>. Every new trustee so

\* 1.2. the original  
number

appointed shall be resident in the said Borough

(x) Upon any such appointment of new trustees it shall not be necessary to vest the trust hereditaments in the continuing and the new trustees unless and until the number of the Trustees in whom the same shall for the time being be vested shall have become reduced below the number of three in which case the same shall upon such appointment be vested in all the Trustees as well as <sup>new</sup> continuing

5. Upon any sale exchange mortgage charge lease or other disposition <sup>of</sup> or dealing with the trust hereditaments <sup>or the trust monies</sup> or any of them or any part or parts thereof respectively under any of the trusts powers authorities or discretions hereby reposed in or conferred on the Trustees no purchaser mortgagee lessee or other person or corporation dealing with the Trustees shall be concerned to enquire whether the trust power authority or discretion in the professed execution or exercise of which such sale exchange mortgage charge lease or other disposition or dealing is being made has arisen or is exercisable or whether the Trustees professing to execute or exercise the same have been properly appointed and are the Trustees or whether there has been a proper resolution passed at a meeting of the Trustees properly convened and held in accordance with the provisions of these presents deciding upon authorising or sanctioning such sale exchange mortgage

In Witness whereof the said parties to these presents  
have hereunto set their hands & seals the day & year first above  
written

Signed Sealed & Delivered by  
the above named William  
Henry Prescott in the presence of

R. W. Knight  
654, Salisbury House,  
London. E. C. 2.  
Secretary to Company

William Henry Prescott (L.S.)

R. B. Malone (L.S.)

Signed Sealed & Delivered  
by the above named Patrick  
Bernard Malone in the presence  
of

Walter C. Windsor,  
Solr  
Tottenham. N.

Robert W. Clark (L.S.)

Alfred W. Perrin (L.S.)

Signed Sealed & Delivered  
by the above named Robert  
William Clark in the presence of

J. L. Phillips  
85, Mt. Pleasant Road,  
Tottenham. N. 15.

Signed Sealed & Delivered  
by the above named Alfred William  
Perrin in the presence of

G. St. Coventry  
627, High Road  
Tottenham. N. 17.  
Printer

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EDITION OF 1894-96

MIDDLESEX TOTTENHAM DIVISION SHERBOROUGH UNION TOTTENHAM  
III. 27. T O T T

