



This Indenture

THOMAS BLAKE LTD LONDON

made the 15th day of October One thousand nine hundred and two Between William Henry Russell of Alvington House, White Hart Lane

Tottenham in the County of Middlesex a Member of Parliament and Justice of the Peace Saluck Bernard Malone of North End Road, Tottenham aforesaid a Member of Parliament and Justice of the Peace Edred William Clark of Academy House, Tottenham aforesaid and Alfred William Heron of Langar Villa, Tottenham aforesaid Messrs Managers (hereinafter collectively called 'The Tottenham War Service Recognition Committee') of the one part and Oliver Rudolph Broadway of Tottenham aforesaid the said Robert William Clark, Harold Seymour Crickman of Tottenham aforesaid Henry Stenger of Tottenham aforesaid the said Saluck Bernard Malone, Alfred William Heron and William Henry Russell, Charles David Roberts of Tottenham aforesaid and Stanley Hollings of Tottenham aforesaid (hereinafter collectively called 'The Trustees') of the other part Whereas by an Ordinance dated the 21st day of March One thousand nine hundred and nineteen and made between George Seymour Cude of the one part and the Tottenham War Service Recognition Committee of the other part in consideration of the sum of three thousand three hundred pounds expressed to be paid by the Tottenham War Service Recognition Committee out of moneys belonging to them in a joint account to the said George Seymour Cude the messuages and premises hereby conveyed were conveyed (except to the extent hereinafter mentioned) to the Trustees in fee simple And whereas the said sum of three thousand three hundred pounds was provided out of moneys freely subscribed by the inhabitants of Tottenham and others with the object of erecting a memorial to commemorate the sacrifice made and the services rendered by the men of Tottenham in the late War and the Tottenham War Service Recognition Committee have ever duly authorized 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 Service Recognition Committee do hereby convey unto the Trustees All these two messuages and premises known as No 299 and 401, High Road, Tottenham aforesaid as the same are set out and described in the extract from the Ordinance aforesaid to the hereinbefore recited Indenture of Conveyance and these conveyed free and quiet To hold the same out as to the full extent given up to a restriction against erecting any building thereon or suffering any such or other thing to be given above six feet high, which restriction was placed thereon and in the aforesaid promise from No 299, High Road, Tottenham

apward (which at the date of the said conveyance belonged to the said George Seymour
Luttrell or his heirs) when the same were enclosed on the twenty second day of
September One thousand eight hundred and twenty three and with the benefit of
the covenant by the said George Seymour Luttrell that he would not nor would his
successors in title take any proceedings against the Tottenham War Service
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 damages for
any such breach or non observance contained in the said Indenture of
conveyance and subject to the covenant by the Tottenham War Service Recognition
Committee that they would not nor would their successors in title take any
proceedings against the said George Seymour Luttrell 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 And to the use of the Trustees in fee simple
upon the Trust and with and subject to the powers and provisions hereinafter
declared and contained of and concerning the same.

The Trustees or the survivor or survivors of them or the executor or
administrators of such survivor or other the Trustees for the time being of those
parties (all of whom are hereinafter included in the expression "the Trustees")
shall stand possessed of the said premises hereby conveyed upon trust that
the Trustees shall permit the same or any part thereof to be used in an
Institute providing for the use of its members the advancement 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 Army Navy or Air Force during
the late War and for further advancing that class of subjects of any of
whom they were serving their Country. It 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 fit. It shall at any time or times with the consent of the
Charity Commissioners for England and Wales or any other consent authority
or approval for the time being required by law give the said premises or
any part thereof and stand possessed of the net surplus thereby produced
upon trust to apply the same either alone or in conjunction with any other
money or property which may be received or given for this purpose or
towards establishing in lieu of or in addition to the premises sold some other
monument 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 luminous provided always that such
Memorial shall be of a charitable nature or kind.

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

10. It devise or let the said premises hereby conveyed or any other lands
tenements or hereditaments for the time being subject to the trusts of this
trust or of which are hereinafter included in the expression 'the
trust hereditaments' for such periods and at such times and in such
quantity after and subject to such terms and conditions of such periods
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 fourteen years at a rent of
the proceeds for annual to the Tottenham War Service Institute for
any and every purpose which has been required under the Industrial and
Commercial Act 1896 with the object of carrying on the business of club
and by providing for the use of its members the means of social
recreation mutual helpfulness mental and moral improvement culture
education and the other advantages of a club and also of further
securing that convenient if which spring up whilst serving their
country and to make allowances to and arrangements with tenants
and others and to accept surrenders of lease and tenancies

11. It will exchange the trust hereditaments or any part thereof
with any person other than any person named in a schedule
of building structure siting for the time being included in the trust
hereditaments and to build and construct and make any building
erection or work upon or under any lands for the time being included
in the trust hereditaments and generally to manage and deal with the
trust hereditaments with all the powers in that behalf of lawful power
to purchase take on exchange or on lease or hire or otherwise acquire
any real or personal property or any estate or interest therein or any
privilege right or franchise then or hereafter in respect of the same

12. It invest any moneys for the time being subject to the trusts of this
trusts whether in the nature of capital or income (whatsoever or
hereinafter referred to by the expression 'the trust moneys' and not
limitedly required for any of the purposes of this preamble or any of
the modes of investment authorized by law for the investment of trust funds
with power from time to time to alter or change any such investment to
and upon others of a like nature

13. It employ any sum or sums of money and apply of any part
of the same and make donations for charitable and benevolent objects
and in particular to societies and organizations designed to assist persons
who have served in the late War and to render financial aid or assistance
to any such persons by way of loan gift or otherwise as the Trustees
may think fit

14. At any time or times if the Trustees think fit (and without being under
any obligation to do so) to convene any meeting of the subscribers of
the trust some of them (notwithstanding their hundred shares 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.

ii To raise by mortgage charge or any other means any money and
pay out of the corpus or income of the trust fund the whole or the part
of any sum or any sums of money for the time being of any of the
said any monies required for any of the purposes aforesaid or
otherwise as considered with the trusts herein or for the purposes of these
presents with full power to determine when and how to pay out of the
corpus and what out of income but so that as far as possible all such
said loans expenses of management and of repairs and insurance
and all other outgoings payable or subject to the trust herein and
and all other costs and expenses of a recurring nature of a
incidental to the execution exercise or performance of the trusts herein
and purposes of these presents shall be paid out of income.

iii To do any act or thing ancillary or incidental to the exercise of any
of the foregoing powers.

iv To do or execute with any other person power or powers in doing
any other act or thing whatsoever as at the trustee may in their wisdom
and uncontrolled discretion think conducive to the attainment of
any of the purposes and objects for and with which this trust has
been constituted is what may appear to them just and reasonable
to come within the powers whether or falling within the letter or
the spirit of these presents.

4. The following provisions with regard to trustee shall have effect

i All or any of the trusts powers authorities and discretions aforesaid
conferred on the trustee by these presents whether expressly or by
implication or otherwise may be performed executed and exercised by
a majority of the trustee present at any meeting convened in pursuance
hereinafter provided and any action or decision of such majority shall
be binding on the minority and shall be as valid and effectual as if
it could have been done or made by all the trustee acting individually.

ii The trustee shall hold an ordinary meeting at least once in every
year. A special meeting may at any time be convened by any two
of the trustee upon four days notice being given to all the other
trustee of the matters to be discussed.

iii Votes of the trustee shall form a quorum for a meeting.

iv At any meeting the trustee present shall elect a chairman whose
office shall be determined by a majority of the trustee present
acting on the quorum. The chairman shall have a casting vote
whether he has or has not previously voted in the case of a trustee being
none of the trustee shall or any other resolution of the trustee
shall be valid.

vi. Accounts books and books of account shall be provided and kept by the Trustees and proper entries shall be made in such books out of all business transacted at every meeting of the Trustees and in such books of account of all moneys paid and received by the Trustees.

vii. Subject as aforesaid the Trustees shall have full power from time to time to meet and receive and recede and recede for the consent of their brethren as they may think proper.

viii. The Trustees may delegate any of their powers or duties to any committee consisting of two or three of themselves as they may appoint or that they may justly think to be best or authorize the resolution or resolutions of any other person or persons.

ix. Any of the Trustees hereafter named or hereafter appointed who shall at any time have failed to reside in the Borough of Peterborough for a continuous period of one year shall cease to be a Trustee of the Trust and therefore shall if and when required by the Trustees execute and do all such acts and things as may lawfully or properly be required for the purpose of vesting and transferring the trust hereditaments and the trust moneys and any investments or property for the time being representing the same or to or into the names of the Trustees or as they shall direct.

x. 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 a Trustee of the Trust or his or his not having resided for a period of one year in the Borough of Peterborough as aforesaid shall appoint and constitute of five Trustees as shall be required to make up the full number of the Trustees to be, to say no more, as appointed and to conduct as the case may require.

xi. After 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 or when the same shall for the time being be reduced shall have been reduced below the number of three in which case the same shall upon such appointment be vested in all the Trustees as well new as continuing.

Upon any sale exchange mortgage charge lease or other disposition of or dealing with the trust hereditaments or the trust moneys or any investments or property for the time being if making the same or any part or any part or parts thereof itself directly or indirectly or if made by any person authorized or authorized hereby expressed or implied in the instrument or instruments in relation thereto or if made in connection with any mortgage charge lease or other disposition or dealing with the trust hereditaments or the trust moneys or investments or property or if made in connection with the foregoing or otherwise or otherwise of what kind

sale exchange mortgage charge lease or other disposition or dealing is being made has arisen or is receivable or whether the Trustees professing to execute or execute 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 summoned and held in accordance with the provisions of these powers, deciding upon authorizing or sanctioning such sale or any mortgage charge lease or other disposition or dealing or to be authorized to do so to the effect that if any money paid to the Trustees or the execution of any such sale mortgage charge lease or other disposition or dealing

In witness whereof the said parties to these presents have hereunto set their hands and seals on this day and year first above written

Signed sealed and delivered
by the above named William
Henry Russell in the presence of
R. W. Bought
65 1/2 Salisbury House
London E.C. 2
Secretary to Company

William Henry Russell

T. B. Malone

Robert H. Clark

Signed sealed and delivered
by the above named Robert
Bernard Watson in the presence of
Walter Lewindoo
Solicitor
Lutonham W.

Alfred W. Fox

Signed sealed and delivered
by the above named John Phillips
in the presence of
J. J. Phillips
85 Mt. Pleasant Road
Lutonham W. 15.

Signed sealed and delivered
by the above named Alfred Haines
in the presence of
E. H. Coombes
62 1/2 High Road
Lutonham W. 15
Printer

Enrolled in the Central Office of the Supreme
Court of Judicature the sixteenth day of
March in the year of Our Lord 1922
Pursuant to the Act of Parliament 51 and 52
Vic. c. 42 s. 2 Sec 5
Part 40



15-18-53
I did *W. B. B. 140*

The Tottenham War
Service Recognition Committee

to
Stated on behalf of
Tottenham War Service
Institute

Deed of Trust
relating
to the Tottenham War Memorial

RECEIVED
20.10.53

Handwritten signatures and notes

B.

This is the Trust deed number B
referred to in the affidavit of *W. B. B.*
Edward *W. B. B.* sworn this 15th
day of March 1953
Before me *Edward B. B.*

A Commissioner for oaths.