

DATED 12TH DECEMBER, 1935

**THE COUNCIL OF MANAGEMENT
OF CORAM'S FIELDS
(THE FOUNDLING SITE)**

COPY

Trust Deed

HORNE & BIRKETT,
4, Lincoln's Inn Fields,
W.C.2

This Trust Deed

is made the 12th day of December 1935

STAMP
£1

by JANET PENROSE TREVELYAN wife of George Macaulay Trevelyan of Hallington Hall Newcastle-on-Tyne in the County of Northumberland JAMES HENRY LEAL of 34 Cartwright Gardens Bloomsbury in the County of London Esquire and JOHN CYRIL LEES COLLINGHAM of 26 Mount Street Mayfair in the County of London Esquire (hereinafter called "the Trustees").

WHEREAS:—

(1) By a Trust Deed (hereinafter called "the Original Trust Deed ") dated the 25th day of January 1932 and made by the Trustees and Percival Henry Grundy (since deceased) (hereinafter called " the Original Trustees ") the Original Trustees declared that they would stand possessed of a sum of £50,626 : 10s. 0d. (representing sums collected towards the purchase of the site formerly occupied by the Foundling Hospital Bloomsbury) upon trust to acquire the whole or any part of such site which includes the land coloured pink blue and yellow on the plan hereto and preserve develop and maintain the same in perpetuity as an open space for the welfare of children and young people and after various ancillary provisions relating to the management of the said site and the funds to be collected by the Original Trustees it was by the Original Trust Deed declared that it should be lawful for the Trustees to declare added purposes and to revoke or vary any of the provisions therein contained provided that the charitable character of the trust was not affected.

(2) The said Percival Henry Grundy died on the 28th day of July 1933.

(3) Since the date of the Original Trust Deed the Trustees have collected further sums for the purposes aforesaid and have entered into an agreement with Foundling Estates Limited for the purchase of the land coloured pink on the plan hereto (hereinafter called "the First Portion") at the price of £118,750 of which the sum of £109,750 or thereabouts has been paid but no transfer has yet been executed.

(4) The Trustees have also entered into an Agreement with Lewis Richard William Loyd for the purchase of the land coloured blue on the said plan (hereinafter called " the Second Portion ") at the price of £86,250

(5) By an Agreement dated the 19th day of July 1933 and made between the Harmsworth Charity Trust (hereinafter called "the Harmsworth Trust") of the one part and the Original Trustees of the other part the Harmsworth Trust agreed that the Original Trustees should for the furtherance of the common Charitable purposes of the Trust declared by the Original Trust Deed and of the objects for which the Harmsworth Trust was incorporated be entitled on payment of 10s. yearly (if demanded) to the Harmsworth Trust to the use and occupation in common with the Harmsworth Trust of the land coloured yellow on the plan hereto (hereinafter called "the Harmsworth Site") and of the buildings thereon subject to the provisions therein mentioned and it was by the said Agreement declared that either party might determine the same by three months' notice in writing to the other of them.

(6) The Harmsworth Trust has agreed with the Trustees to grant or procure the grant to them or other the Trustees hereof or at their request to such other person or persons as shall be approved by the Harmsworth Trust a Lease of the Harmsworth Site for a period of 60 years (determinable in certain events) and in such terms as will enable the Harmsworth Site to be occupied used and enjoyed in common with the First and Second Portions for the charitable trusts and purposes hereinafter declared.

(7) The London County Council has resolved pursuant to the provisions of Section 36 of the Education Act 1921 to contribute a sum of £50,000 towards the cost of the acquisition of the Second Portion of the Site and the development and equipment thereof and of the First Portion and the Harmsworth Site subject to provision being effectually made (as is intended to be done by these presents) for ensuring the user of the First and Second Portions of the Site in perpetuity and of the Harmsworth Site during the period of any Lease to be granted as aforesaid by the Harmsworth Trust for the purpose of affording social and physical training for children and young persons.

(8) It is a condition of the said contribution by the London County Council:—

(a) That of the said sum of £50,000 the sum of £36,000 should be applied towards the purchase of the Second Portion the sum of £10,000 towards the cost of the lay-out and development of the First and Second Portions and of the Harmsworth Site and the sum of £4,000 in reconstructing the frontage toward Guildford Street of the Harmsworth Site after obtaining

the grant of the said intended Lease by the Harmsworth Trust.

- (b) That such provision should be made as is hereinafter contained for securing the repayment of the said contribution in the events hereinafter mentioned.

(9) The Trustees by virtue of the powers conferred upon them by the Original Trust Deed have resolved to appoint the Chairman for the time being of the Education Committee of the London County Council to be an additional Trustee of these presents to act jointly with them in the Trusts hereby declared.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows:—

1. IN exercise of the powers conferred by the Original Trust Deed and all other powers the Trustees hereby revoke save as next hereinafter provided all the trusts powers and provisions therein contained and hereby declare that in lieu thereof the trusts powers and provisions hereinafter contained shall have effect.

2.—(a) BY virtue and in exercise of the powers conferred upon them by the Original Trust Deed and by the Trustee Act 1925 and all other powers the Trustees hereby appoint the Chairman of the Education Committee of the London County Council namely Eveline Mary Lowe J.P. to be an additional Trustee of these presents and to act jointly with them in the trusts hereby declared.

(b) The expression "the Trustees" shall wherever it shall hereinafter occur be read and construed accordingly as including the said Eveline Mary Lowe or other the trustees hereof for the time being.

(c) The number of trustees hereof shall be kept up to not less than three or more than four but this provision shall not affect the validity of anything done or suffered by the trustees for the time being while their number is less than three.

(d) The said Eveline Mary Lowe or other the Chairman for the time being of the Education Committee of the London County Council shall be *ex officio* a trustee of these presents and shall vacate office as a trustee on ceasing to hold office as such Chairman.

(e) Provided that if at any time the office of Chairman of the said Education Committee shall cease to exist the London County Council or any Committee thereof nominated by such Council for that purpose may from time to time by resolution appoint a trustee hereof to hold office in place of such *ex officio* trustee.

(f) Subject as aforesaid the Executive Committee hereinafter constituted may by resolution appoint any person or persons to be a new trustee or new trustees of these presents.

(g) A statement in writing purporting to be signed by the Chairman or Deputy Chairman of the London County Council or of any such Committee thereof as aforesaid by the Chairman or Deputy Chairman of the Executive Committee as the case may be shall be sufficient evidence of every appointment of a new trustee under the provisions of this clause.

3. THE Trustees shall apply the money now in their hands upon the trusts of the Original Trust Deed and all money hereafter to be collected by them for the purposes of the trusts hereinafter declared (subject to payment there out of all proper costs charges and expenses) in manner following:—

(a) In the first place in payment of the balance of the purchase price of the First Portion.

(b) In the second place out of the balance thereof and out of the sum of £36,000 to be contributed by the London County Council as aforesaid in payment of the purchase price and costs of acquiring the Second Portion.

(c) Any balance remaining shall be applied under the direction of the Council hereby constituted in or towards the development and maintenance of the First and Second Portions and after the grant of such Lease as aforesaid of the Harmsworth Site.

4. OF the said further sums of £10,000 and £4,000 to be contributed by the London County Council (a) the sum of £10,000 will not be paid to the Trustees but will be applied by the London County Council in executing the work of laying out and developing the First and Second Portions and (after the grant of such intended Lease) the Harmsworth Site and (b) the sum of £4,000 shall after the grant of such intended Lease be paid to and applied by the Trustees under the direction of the Council in reconstruction of the frontage toward Guildford Street of the Harmsworth Site after the grant of such intended Lease.

5. UPON completion of the purchase of the First and Second Portions respectively (hereinafter collectively referred to as "the Site ") the Trustees shall use their best endeavours to procure the same to be vested in the Official Trustee of Charity Lands to be held upon the trusts constituted by these Presents and pending such

vesting the Site shall be held by the Trustees upon the trusts aforesaid.

6.—(i) THE site in perpetuity and the Harmsworth site during the term of such intended lease shall be held in trust for use as a perpetual open space for such purposes primarily in connection with (the education of children and young persons under the age of 18 as are indicated in Section S6 (b) and (c) of the Education Act 1921 and subject thereto as a perpetual open space for the use and welfare of the said children and young persons as the Trustees or the Council of Management may from time to time determine.

(ii) So long as at least one half in area of the adjoining property shown in colour green upon the said plan shall remain in single ownership such land so used as aforesaid shall be managed and regulated so as not to cause any nuisance disturbance annoyance or damage to the owners or occupiers of such property and so as not to affect detrimentally any of the said property or the owners or occupiers thereof.

(iii) The site and the Harmsworth site are together hereinafter referred to as the Trust Premises.

7.—(a) NO buildings shall be erected or any major works undertaken upon any part of the trust (premises without the consent of the London County Council.

(b) The London County Council or any person nominated by it for that purpose shall be permitted to enter upon the whole or any part of the Trust Premises at any time hereafter for the purpose of inspecting the facilities afforded thereon pursuant to clause 6 (i) hereof.

8. THE general control and management of the Trust Premises and of the trusts hereby constituted shall be vested in a Council (hereinafter referred to as the Council) to be called the Council of Management for Corajn's Fields to be constituted maintained and regulated according to the provisions contained in the First and Second Parts of the Schedule hereto.

9. AN Executive Committee shall be constituted maintained and regulated in accordance with the provisions contained in the Third Part of the Schedule hereto. The Executive Committee may exercise all the powers authorities and discretions of but subject to the general supervision of the Council.

10. THE Council shall appoint a Secretary at such salary not exceeding an annual salary of £400 and for such period and otherwise on such terms and conditions as may be determined. The Secretary shall act as Secretary of the Executive Committee.

11. THE Council may appoint a Treasurer whose receipt shall be a discharge for all money received by him to be held on the trusts of these presents.

12.—(i) THE Council may by the Treasurer collect and receive contributions for the purpose of the development and maintenance of the Trust Premises for the purpose of the charitable trusts aforesaid and may apply any part of such contributions in establishing an endowment fund of which the income is to be applied towards such maintenance.

(ii) The Council may procure any money requiring investment to be invested in the name of the Official Trustees of Charitable Funds.

13.—(i) IF at any time hereafter owing to changes in the character of the neighbourhood or otherwise the user of the Site for the purposes declared in Clause 6 (i) hereof shall become impracticable or unnecessary the Site may be sold with the approval of the Board of Education.

(ii) The net proceeds of any such Sale shall be applied in the first place in repayment to the London County Council of a sum equal to the aggregate contribution of £50,000 made by such Council for the purposes aforesaid or of such lesser sum as in the circumstances may be agreed with the consent of the Board of Education as reasonable and subject thereto shall lie held upon trust to purchase other land which shall be held upon the trusts mentioned in sub-clause (i) of Clause 6 hereof.

14. THE provisions of this Trust Deed with regard to the constitution and appointment of the Council and the Executive Committee may from time to time be varied by any Deed to be executed by the Trustees hereof for the time being subject to the consent of the London County Council and also if and so long as any part of the Harmsworth Site shall constitute part of the Trust Premises subject to the consent of the Harmsworth Trust to any such variation and subject also to the consent of the Board of Education.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE.

FIRST PART.

PROVISIONS relating to the Council of Management for Coram's Fields (in this Schedule called "the Council").

I. The Council shall consist of

(a) Appointed members to be respectively appointed by the several Corporations and bodies hereinafter mentioned (in this Schedule called "the Appointers").

(b) Co-opted members not exceeding ten at any one time to be nominated by the Council from time to time.

(c) Sir Harry Mallaby Mallaby-Deeley Baronet or any person nominated by him who is conversant with child welfare work.

2. Of the Appointed Members

(a) Three shall be appointed by the Harmsworth Trust so long as the Harmsworth Site continues to be part of the Trust Premises.

(b) Five shall be appointed by the London County Council.

(c) One shall be appointed by each of the Corporations or Organisations specified in Part II of this Schedule.

3.—(a) Each of the Appointed Members shall hold office for such period as shall be determined by his Appointor and may be removed from office by his Appointor by notice in writing to the Secretary.

(b) Each of the Co-opted Members shall hold office for such period as may be determined by the Council

4.—(a) Subject to the provisions of the next succeeding clause upon any of the Appointed Members dying or otherwise ceasing to hold office the vacancy shall be filled by his Appointor who shall give notice in writing to the Secretary of the person appointed to fill the vacancy.

(b) Upon any vacancy occurring among the Co-opted Members it shall not be obligatory on the Council to fill the vacancy.

5. The Council may from time to time by a majority of not less than two-thirds of the members present and voting on the resolution

(a) Remove any of the Corporations or Organisations mentioned in Clause 2 other than the Harmsworth Trust and the London County Council from the roll of Appointors entitled to appoint a member of the Council.

(b) Add any other Organisation or body to the roll of such Appointors either in substitution for any Appointor so removed or (without any such removal) by way of addition to the roll of Appointors but not so as to increase the number of Appointors to more than thirty.

6. Upon removal of any of the Appointors from the roll of Appointors the member of the Council appointed by such Appointor shall cease to hold office.

7. A meeting of the Council shall be held at least once in every year at such dates as may be fixed from time to time by the Executive Committee. The Chairman shall upon the requisition in writing of not less than ten members of the Council cause the Secretary to summon a meeting of the Council at any time. The first meeting of the Council in each calendar year is hereinafter referred to as "the Annual Meeting."

8. At the first meeting of the Council and at each Annual Meeting a Chairman and Deputy Chairman shall be elected by the Council to hold office in the case of the Chairman and Deputy Chairman appointed at the First Meeting of the Council until the Annual Meeting held in the year 1937 and in the case of subsequent appointments to hold office until the next ensuing Annual Meeting.

9. The Chairman or in his absence the Deputy Chairman or in the absence of both a member of the Council to be elected at the meeting shall take the chair at all meetings of the Council and shall be entitled to a casting vote in case of equality of votes but shall not otherwise vote on any resolution.

10. All resolutions shall be decided by a show of hands. Ten members of the Council present at any meeting shall be a quorum.

SECOND PART.

ORGANISATIONS having power to appoint Members of the Council.

Name.	Number of Members.	Name.	Number of Members.
The London County Council	5	After-care Association for Physically Defective Children	1
The Harmsworth Charity Trust	3	The Joint Council of London Juvenile Organisations Committee	1
The Foundling Hospital	2	Avery Hill Training College	1
The University of London (Institute of Education)	1	Headmasters' and Headmistresses' Consultative Committees (St. Pancras, Holborn and Finsbury Boroughs)	6
Children's Play Centres	1	Local Association of L.C.C. School Care Committees (St. Pancras, Holborn and Finsbury Boroughs)	3
Girl Guides' Association	1	Mary Ward Settlement	1
Boy Scouts' Association	1	St. Pancras Council for Social Service	1
National Council of Girls' Clubs	1	Royal Free Hospital	1
National Association of Boys' Clubs	1	The Tavistock Clinic (Institute of Medical Psychology)	1
The London Society	1		
Invalid Children's Aid Association	1		
The National Playing Fields' Association	1		
Hospital for Sick Children, Great Ormond Street	1		

THIRD PART.

PROVISIONS relating to the Executive Committee.

I. The Executive Committee shall consist of not more than 16 members and shall be appointed from time to time by the Council from its members. Provided that two members of the Executive Committee shall always be selected from the members of the council appointed by the London County Council and (so long as the Harmsworth Site remains part of the Trust premises) one member shall always be selected from the members of the Council appointed by the Harmsworth Trust.

IA. The Executive Committee may co-opt other persons not exceeding five whose assistance they may consider desirable.

2. Each member of the Executive Committee shall hold office for five years from the date of his appointment or until he sooner ceases to be a member of the Council.

3. The Executive Committee may from time to time constitute and appoint sub-committees either from among its members or from any members of the Council and may depute to such sub-committees respectively such duties and authorities as the Executive Committee may think fit. Members of each of such sub-committees shall hold office for such period and shall be subject to all such regulations as the Executive Committee may determine.

4. The Executive Committee may meet for the despatch of business adjourn and otherwise regulate their meetings as they may think fit and five members shall be a quorum. The Chairman shall upon the request in writing of three members of the Executive Committee cause the Secretary to summon a meeting of the Executive Committee. Notice of every meeting of the Executive Committee stating the general particulars of all business to be considered at such meeting shall be sent by post to each member of the Committee at least three days before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars.

5. The Minutes of every meeting of the Executive Committee shall be read at the next meeting thereof and shall be confirmed either with or without amendment.

6. The Executive Committee shall elect a chairman from among their own members who shall hold for one year and shall be to re-election and in his absence a chairman shall be elected at each committee meeting. In case of equality of votes the chairman shall have a casting vote. All questions at meetings of the Executive Committee shall be determined by a show of hands.

Signed Sealed and Delivered
by the above named Janet Penrose
Trevelyan in the presence of:

B. W. HORNE
4, Lincoln's Inn Fields
London, *Solicitor*

JANET P. TREVELYAN (L.S.)

Signed Sealed and Delivered
by the above named James Henry
Leal in the presence of:

B. W. HORNE

JAS. HENRY LEAL (L.S.)

Signed Sealed and Delivered
by the above named John Cyril
Lees Collingham in the presence of:

B. W. HORNE

J. CYRIL L. COLLINGHAM (L.S.)

London Borough of Camden Education Committee
London Borough of Camden Leisure Services Committee
The Council of the London Borough of Camden
Headteacher, Argyle Junior & Mixed Infant School
Headteacher, St George the Martyr Primary School
The Council of the London Borough of Islington
Metropolitan Police, Holborn Division
Kings Cross & Brunswick Neighbourhood Association
Headteacher, Clerkenwell Parochial School
The London Federation of Boys Clubs
Friends of Coram's Fields
Coram's Parents Forum
Brunswick Tenants Association
Kings Cross Bengali Residents Association
Millman Street Residents Association
Rugby & Harpur Estates Residents Association
Tybalds Close Tenants and Residents Association
St George the Martyr Home & School Association

18th May 1995. That, in line with the provisions in Clause 5 of The Schedule First Part:

- (a) The special trustees of Great Ormond Hospitals for Sick Children be added to the Roll of Appointers;
- (b) The number of parent representatives on the Roll of Appointers be increased from one to two;
- (c) Efforts should be made to identify individuals with appropriate expertise who would be prepared to serve on the Council of Management in an advisory capacity;
- (d) Two places of the ten available for co-optees to the Council of Management should be reserved for parents of children using the park;
- (e) Ruth Howe should be invited to become a Vice-President of Coram's Fields.

31st May 2001. Under Clause 5 of the schedule in the first part of the Original Trust Deed, the Council of Management resolved unanimously to remove the names of the King's Cross Bengali Residents Association and the Mary Ward Youth Club from the roll of appointing bodies and add the Mary Ward Settlement to the roll.

Subsequent Amendments to Trust Deed

Membership of the Council of Management

18th May 1990. In accordance with the powers conferred under Clause 5 of The Schedule First Part of the Trust Deed dated the 12th day of December 1935 the Council passed a resolution at a meeting held at Coram's Fields, 93 Guilford St., WC1 on the 17th day of May. Whereby it was declared that the Corporations or Organisations named below were removed from the roll of Appointers:-

National Association of Boys Clubs
University of London (Institute of Education)
Childrens Play Centres
National Council for Girls Clubs
The London Society
Invalid Children's Aid Association
After Care Association for Physically Defective Children
Joint Council for London Juvenile Organisations Committee
Avery Hill Training College
Headmasters' and Headmistresses' Consultative Committee
(St Pancras, Holborn & Finsbury Boroughs)
Local Association of LCC School Care Committees
St Pancras Council for Social Service
Royal Free Hospital
The Tavistock Clinic (Institute of Medical Psychology)

and in their place the Corporations or Organisations named below were appointed to the Roll of Appointers:-