

Meeting of the

# KING GEORGE'S FIELD CHARITY BOARD

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Wednesday, 17 June 2009 at 6.30 p.m.  
Or at the rise of the Leader's Advisory Board

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## A G E N D A

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### VENUE

M72, 7th Floor, Town Hall, Mulberry Place, 5 Clove Crescent, London,  
E14 2BG

#### Members:

Chair:

Vice-Chair:

Councillor Lutfur Rahman	(Leader of the Council)
Councillor Joshua Peck	(Lead Member, Resources and Performance)
Councillor Ohid Ahmed	(Lead Member, Regeneration, Localisation and Community Partnerships)
Councillor Rofique U Ahmed	(Lead Member, Culture and Leisure)
Councillor Anwara Ali	(Lead Member, Health & Wellbeing)
Councillor Abdul Asad	(Lead Member, Older People & Health)
Councillor Marc Francis	(Lead Member, Housing and Development)
Councillor Rania Khan	(Lead Member, Regeneration, Localisation and Community Partnerships)
Councillor Oliur Rahman	(Lead Member, Employment and Skills)
Councillor Abdal Ullah	(Lead Member, Cleaner, Safer, Greener)

[Note: The quorum for this body is 3 Members].

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Zoe Folley, Democratic Services, Tel: 020 7364 4877, E-mail: zoe.folley @towerhamlets.gov.uk

**LONDON BOROUGH OF TOWER HAMLETS  
KING GEORGE'S FIELD CHARITY BOARD**

**Wednesday, 17 June 2009**

**6.30 p.m.**

**SECTION ONE**

**1. ELECTION OF CHAIR FOR THE MUNICIPAL YEAR 2009/2010**

To elect and appoint a Chair of the Board for the Municipal year 2009/10.

**2. ELECTION OF VICE - CHAIR FOR THE MUNICIPAL YEAR 2009/2010**

To elect and appoint a Vice - Chair of the Board for the Municipal year 2009/10.

**3. APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

**4. DECLARATIONS OF INTEREST**

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992. See attached note from the Chief Executive.

**5. UNRESTRICTED MINUTES**

To confirm as a correct record of the proceedings the unrestricted minutes of the meeting of the Board held on 7<sup>th</sup> January 2009.

<b>PAGE NUMBER</b>	<b>WARD(S) AFFECTED</b>
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<b>3 - 8</b>	
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**6. DEPUTATIONS AND PETITIONS**

To receive any deputations or petitions.

**7. REPORTS FOR CONSIDERATION**

**7.1 Governance of the King George's Fields Trusts  
(KGFCB/03/089)**

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**7.2 Decision concerning land near the Palm Tree  
(KGFCB/04/089)**

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**8. ANY OTHER BUSINESS WHICH THE CHAIR  
CONSIDERS TO BE URGENT**

# Agenda Item 4

## DECLARATIONS OF INTERESTS - NOTE FROM THE CHIEF EXECUTIVE

This note is guidance only. Members should consult the Council's Code of Conduct for further details. Note: Only Members can decide if they have an interest therefore they must make their own decision. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending at a meeting.

### Declaration of interests for Members

Where Members have a personal interest in any business of the authority as described in paragraph 4 of the Council's Code of Conduct (contained in part 5 of the Council's Constitution) then s/he must disclose this personal interest as in accordance with paragraph 5 of the Code. Members must disclose the existence and nature of the interest at the start of the meeting and certainly no later than the commencement of the item or where the interest becomes apparent.

You have a **personal interest** in any business of your authority where it relates to or is likely to affect:

- (a) An interest that you must **register**
- (b) An interest that is not on the register, but where the well-being or financial position of you, members of your family, or people with whom you have a close association, is likely to be affected by the business of your authority more than it would affect the majority of inhabitants of the ward affected by the decision.

Where a personal interest is declared a Member may stay and take part in the debate and decision on that item.

**What constitutes a prejudicial interest?** - Please refer to paragraph 6 of the adopted Code of Conduct.

**Your personal interest will also be a prejudicial interest in a matter if (a), (b) and either (c) or (d) below apply:-**

- (a) A member of the public, who knows the relevant facts, would reasonably think that your personal interests are so significant that it is likely to prejudice your judgment of the public interests; AND
- (b) The matter does not fall within one of the exempt categories of decision listed in paragraph 6.2 of the Code; AND EITHER
- (c) The matter affects your financial position or the financial interest of a body with which you are associated; or
- (d) The matter relates to the determination of a licensing or regulatory application

The key points to remember if you have a prejudicial interest in a matter being discussed at a meeting:-

- i. You must declare that you have a prejudicial interest, and the nature of that interest, as soon as that interest becomes apparent to you; and
- ii. You must leave the room for the duration of consideration and decision on the item and not seek to influence the debate or decision unless (iv) below applies; and

- iii. You must not seek to improperly influence a decision in which you have a prejudicial interest.
- iv. If Members of the public are allowed to speak or make representations at the meeting, give evidence or answer questions about the matter, by statutory right or otherwise (e.g. planning or licensing committees), you can declare your prejudicial interest but make representations. However, you must immediately leave the room once you have finished your representations and answered questions (if any). You cannot remain in the meeting or in the public gallery during the debate or decision on the matter.

**LONDON BOROUGH OF TOWER HAMLETS**

**MINUTES OF THE KING GEORGE'S FIELD CHARITY BOARD**

**HELD AT 6.45 P.M. ON WEDNESDAY, 7 JANUARY 2009**

**COMMITTEE ROOM, M72 7TH FLOOR TOWN HALL, MULBERRY PLACE, 5  
CLOVE CRESCENT, LONDON, E14 2BG**

**Members Present:**

Councillor Lutfur Rahman	(Leader of the Council)
Councillor Alibor Choudhury	(Lead Member, Employment and Skills)
Councillor Marc Francis	(Lead Member, Housing and Development)
Councillor Clair Hawkins	(Lead Member, Children's Services)
Councillor Joshua Peck	(Lead Member, Resources and Performance)
Councillor Abdal Ullah	(Lead Member, Cleaner, Safer, Greener)

**Other Councillors Present:**

**Officers Present:**

Luke Cully	– (Finance Manager)
Michael Rowan	– (Director of Mile End Park)
Zoe Folley	– (Committee Officer, Democratic Services, Chief Executive's)

**1. ELECTION OF CHAIR FOR THE MUNICIPAL YEAR 2008/2009**

The Democratic Services Officer, opened the meeting and requested nominations for the election of Chair of the Board for the remainder of the Municipal Year 2008/09. Councillor A. Choudhury nominated Councillor L. Rahman to the position. There being no further nominations, it was:

**Resolved**

That Councillor L. Rahman be elected Chair of the King George's Field Charity Board for the remainder of the Municipal Year 2008/09

**COUNCILLOR L. RAHMAN IN THE CHAIR**

**2. ELECTION OF VICE-CHAIR FOR THE MUNICIPAL YEAR 2008/2009**

The Chair requested nominations for the election of Vice-Chair of the Board for the remainder of the Municipal Year 2008/09. Councillor A. Ullah nominated Councillor C. Hawkins for the position. There being no further nominations, it was:

**Resolved**

That Councillor C. Hawkins be elected Vice - Chair of the King George's Fields Charity Board for the remainder of the Municipal Year 2008/09.

**3. APOLOGIES FOR ABSENCE**

Apologies for absence were received on behalf of:

Councillor Sirajul Islam, Deputy Leader of the Council  
Councillor Rofique U Ahmed, Lead Member Culture  
Councillor Anwara Ali, Lead Member Health and Wellbeing

Apologies for lateness were received on behalf of Councillor Marc Francis, Lead Member Housing and Development.

**4. DECLARATIONS OF INTEREST**

None were declared.

**5. UNRESTRICTED MINUTES**

**RESOLVED**

That the unrestricted minutes of the King George's Fields Charity Board held on 24<sup>th</sup> April 2007 be approved and signed by the Chair as a correct record of the proceedings.

**6. UNRESTRICTED REPORTS FOR CONSIDERATION**

**7. TERMS OF REFERENCE INCLUDING ROLE AND DUTIES OF BOARD MEMBERS (TO FOLLOW) (KGFCB/001/089)**

Reasons for Special Urgency reported and agreed.

Suki Binjal (Interim Legal Services Manager) introduced the report setting out the back ground in respect of King George's Field Charitable Trust. The report advised that the Council was a trustee for two Charities:

- (i) King George's Field, Mile End; and
- (ii) King George's Field, Stepney (Tredegar Square, Bow)

The report also outlined the role of Councillors when acting as trustee of the Charities. Also tabled at the meeting was a map highlighting the areas under the remit of the King George's Field Charitable Trust.

In considering the report the Board discussed the following:

- In relation to the identifications maps tabled at the meeting, it was noted that a Go Cart facility also formed part of the Trust;
- Confirmed that the King George's Field in Stepney Green had always formed part of the Trust;
- In disposing any charitable land, the Board would be under a duty to ensure the disposal directly benefited the Charity and was for charitable purposes only;
- Reference was made to Cross Rail, who it was understood, were developing plans which may affect sections of the Stepney Green gardens under the remit of the Trust. The Members of the Board expressed concern that Cross Rail wished to CPO the charitable land;
- The Board stressed the need for it to register its views regarding the status of the land with Cross Rail to ensure they were aware of the Charitable status of the land and that it could only be used for Charitable purposes;
- Ms Binjal to check with officers to clarify the position regarding cross rail. Also to check whether this issue had been raised in the petition lodged by the Local Authority during the Cross Rail consultation.

**ACTION:** Interim Head of Legal Services Manager (S. Binjal)

In response to the recommendations within the report, the Board expressed broad support for the proposals to amalgamate the Mile End and Tredegar Square charities.

In considering the recommendations:

- The Chair considered that the current governance arrangements had served the Charity well. However, other alternative arrangements should be explored;
- Given the success of the current model, the Chair considered that the Membership arrangements contained in the current scheme does not necessarily need to be revised.

Taking in account the above points, the Board requested that a further report be written and be brought back for its consideration;

The report should also:

- (i) Identify alternative governance schemes;
- (ii) Clarify the land under the remit of the Trust;

- (iii) What it may be used for;
- (iv) Clarify the financial duties and disposal duties of Trustees;

It was agreed that the report would be prepared for an April 2009 meeting of the Board.

**Resolved:**

1. That, the existing Governing Document for the Charity Board be reviewed and the proposed changes to the document be brought back to the Board for its approval;
2. That the Mile End and Tredegar Square charities be amalgamated and a further report be brought back to the Board for its approval covering the issues discussed in the above minute namely:
  - (i) Confirmation of the issues raised in the petition lodged by the Authority during the Cross Rail consultation;
  - (ii) Whether the issues regarding the Charitable status of the Trust's land had been raised with Cross Rail;
  - (iii) Clarification of the financial duties and disposal duties of the Trustees;
  - (iv) Confirmation of the Board's Assets (Including land and financial status)
3. That the Assistant Chief Executive (Legal Services) be authorised to commence discussions with the Charities Commission with a view to agreeing an amended governing document which would address the concerns raised in paragraph 4 of the report

**Action by:**

**ASSISTANCE CHIEF EXECUTIVE (LEGAL SERVICES)**

Interim Legal Services Manager, Legal Services (S. Binjal)

**8. SUKI BINJAL LEGAL ADVISOR TO THE BOARD.**

It was reported that this would be the last meeting Suki Binjal would be attending as she would be leaving the Authority in early February 2009. The Board thanked Suki for all her hard work in carrying out her duties and wished her well for the future.

**8.1 Mile End Park & King George's Fields Charitable Trust Annual Accounts 2007/2008, & Approval to Appoint External Auditors (KGFCB/02/089)**

Mr Luke Cully, Finance Manager, introduced the report which set out the annual accounts for the Mile End Park and King George's Fields Charitable Trust for the 2007/2008 financial year.



It also requested that the Audit Commission be appointed as the external auditors of the Trusts Accounts.

Mr Michael Rowan, Director of Mile End Park, provided the Committee with an overview of the activities at the Park over the last period. He reported that so far the budget for this year was on target.

In considering the accounts, concern was expressed at the lack of information regarding the gardens in Stepney (pg 21 of the agenda). It was **Agreed** that a detailed breakdown of the accounts for the Stepney Green Gardens would be provided with additional commentary.

**ACTION:** L. Cully, Finance Manager, (Resources)

The Board also asked about the accounts for Green Bridge in Mile End Park (pg 12 of the report). They asked for details of the rent review intervals and the levels of rental income generated by the bridge. L Cully **Agreed** to provide this information.

The Board also requested that the Accounts and the Budget for the Trust should be submitted to the Board on a more regular basis. And it was **Agreed** that this proposal would be investigated as part of the governance review.

**Resolved:**

1. That the Final Accounts for the Mile End Park and King George's Fields Charitable Trust for the 2007/2008 financial year, attached at Appendix A to the report KGFCB/02/089) be agreed; and
2. That the Audit Commission be appointed as the external auditors of the annual Trust accounts.

**Action by:**

**CORPORATE DIRECTOR, COMMUNITIES LOCALITIES AND CULTURE**  
Finance Manager, (Resources) L. Cully,

The meeting ended at 8.05 p.m.

Chair,  
King George's Field Charity Board

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# Agenda Item 7.1

<b>Committee:</b> King George's Fields Charity Board	<b>Date:</b> 17 <sup>th</sup> June 2009	<b>Classification:</b> Unrestricted	<b>Report No:</b> (KGFCB/03/0 89)	<b>Agenda Item:</b>
<b>Report of:</b>  Isabella Freeman, Assistant Chief Executive (Legal Services)  <b>Originating officer(s)</b> David Galpin, Head of Legal Services - Community		<b>Title:</b>  Governance of the King George's Fields Trusts  <b>Wards Affected:</b> All		

## 1. SUMMARY

- 1.1 At the meeting on 7 January 2009, the Board considered information concerning the governing documents of the two charities.
- 1.2 The Board directed the following actions: (1) review of the governing documents for the charities; (2) presentation of a report to the April meeting of the Board addressing alternative governance schemes, clarifying the land under the remits of the charities, identifying the purposes for which the land may be used and clarifying the duties of the trustees; (3) commencement of discussions with the Charities Commission with a view to amalgamating the Mile End and Tredegar Square charities; and (4) clarification of the position regarding Crossrail.
- 1.3 This report presents the results of the work undertaken since the meeting on 7 January 2009.

## 2. RECOMMENDATIONS

The Board is recommended to:-

- 2.1 Note the proposal in paragraph 3.3.
- 2.2 Agree that plans may be prepared as referred to in paragraphs 5.12, 5.13 and 6.13 of the report.
- 2.3 Note that the Assistant Chief Executive (Legal Services) will give consideration to the mechanism by which any amendment might be effected to the governing documents to reflect revised plans or revised powers, or in relation to merger, as contemplated in the report and will bring forward any proposals to a further meeting of the Board.

- 2.4 Note the information provided in section 7 of the report concerning merger and executive arrangements and make such determinations, if any, as to the Board seem appropriate.
- 2.5 Note the proposal in the report to provide training on trustee duties at the next meeting of the Board.
- 2.6 Note the position regarding Crossrail detailed in the report.

### 3. BACKGROUND

- 3.1 There are two King George's Fields charities, both of which are registered with the Charity Commission: (1) The King George's Field, Mile End charity, registered number 1077859 ("**the Mile End charity**"); and (2) the King George's Field – Stepney (Tredegar Square, Bow) charity, registered number 1088999 ("**the Tredegar Square charity**"). The Council is the trustee of both charities pursuant to the governing documents detailed in this report.
- 3.2 The King George's Fields Charity Board ("**the Board**") is established by section 3.3.12 of the Council's Constitution, which gives the Board the following functions:
  - 3.2.1 To administer the affairs of the King George's Fields Charity and discharge all duties of the Council as sole trustee of the Charity.
  - 3.2.2 To administer the affairs and discharge the duties of trustee of such other charities controlled by the Council as the Cabinet might authorise by resolution.
- 3.3 It is assumed that the reference to the King George's Fields Charity is to the Mile End Charity. At present the resolution of Cabinet making the Board responsible for the Tredegar Square charity has not been located. It would be prudent to take a report to Cabinet to regularise the position, irrespective of the outcome of any progress toward merging the two charities.

### 4. THE KING GEORGE'S FIELDS FOUNDATION

- 4.1. The governing documents of both charities make reference to the King George's Fields Foundation ("**the Foundation**").
- 4.2. It is understood that references to the Foundation mean that established by a deed dated 3 November 1936 between the Lord Mayor of London and others ("**the 1936 Deed**"). The Foundation consisted of a fund of money established following an appeal to the nation for collection of a sum to perpetuate the memory of the late King George V. According to the 1936 Deed, the fund was to be held by the trustees and administered with the object of promoting and assisting in the establishment of Playing Fields to be called "King George's Field"

and distinguished by Heraldic Panels commemorative of King George V. The 1936 Deed defined "Playing Field" as "any open space used for the purpose of outdoor games, sports and pastimes".

- 4.3. The Foundation took the view that "the maximum results might best be achieved by distributing the funds by way of grants-in-aid towards the capital costs of as many fields as possible, the balance of the capital required for each scheme being raised by the local authority or other body undertaking the construction of the field and accepting responsibility for its maintenance as a 'King George's Field'" (Final Report of the Foundation, 1965). The Foundation entered into a working arrangement with the National Playing Fields Association for the latter to undertake the technical investigation of schemes and to process the applications for grants. Grants were made for King George's Field, Stepney, as detailed below (for the Mile End Charity).
- 4.4. On 1 December 1965, the Charity Commissioners for England and Wales ordered that a Scheme be approved and established for the King George's Fields Foundation ("**the 1965 Scheme**"). The objects of the Foundation were amended to place emphasis on preservation of the King George's Fields and now read as follows:

"to promote and to assist in the establishment and to promote the preservation throughout the United Kingdom of Playing Fields for the use and enjoyment of the people every such Playing Field to be styled "King George's Field" and to be distinguished by heraldic panels or other appropriate tablet medallion or inscription commemorative of His Late Majesty King George V and of a design approved by the Trustees".

- 4.5. Under the 1965 Scheme, the National Playing Fields Association (now known as Fields in Trust) became the trustees of the Foundation.

## **5. THE MILE END CHARITY**

### **Background**

- 5.1. By 1950, the Foundation had made a grant of £75,000 towards the capital cost of King George's Field, Stepney. This was said to be consistent with the Foundation's aim of providing a large playing field for the people of the East End of London. It is understood that the original grant was applied towards the cost of laying out the playing area and the provision of Memorial Gates. HRH the Duke of Edinburgh KG opened King George's Field, Stepney on 20 October 1952.
- 5.2. The Foundation subsequently made a further grant of £25,000 to the Greater London Council in respect of King George's Fields, Stepney. On 9 November 1965, the Greater London Council ("**GLC**") gave a declaration and undertaking

that land shown on a plan marked “KGF1” would be preserved in perpetuity as a memorial to King George V under the provision of the Foundation (“**the 1965 Undertaking**”). The identified land included land to be purchased by the GLC, presumably using the grant monies. The 1965 Undertaking provided for the erection of a main entrance to the fields at Burdett Road.

- 5.3. The Council was the statutory successor to the GLC under the London Government Act 1963 and the Local Government Act 1985. On 29 January 1997, the Council entered into a deed with the National Playing Fields Association (“**the 1997 Deed**”) to amend the land affected by the 1965 Undertaking to be “the land shown edged red on the plan No KGF2” which is attached to the 1997 Deed (“**the Park Lands**”). A copy of KGF2 with the areas marked red is attached to this report as **Appendix 1**. The plan KGF2 is not good quality and further reference is made to this below.
- 5.4. In about 1994, the Millennium Commission identified redevelopment of Mile End Park as a suitable project to mark the new millennium. In January 1998, building work began on the new Mile End Park, which ultimately saw construction of the Terrace Garden, the Green Bridge (completed July 1999), the Art Park, the Ecology Park, the Children’s Park and the Children’s Pavilion.
- 5.5. The report of the trustees of the charity for the 2007/2008 year states that the running of Mile End Park is delegated to the Director of Mile End Park. It is not clear that this is a correct statement of the legal position. The better view is that the Council as trustee has employed the Director to carry out the work of the charity. The revision of powers proposed in paragraphs 5.25 and 5.26 may assist to reinforce the legitimacy of this position, by making it clear that the Council as trustee may employ staff.

### **The governing document**

- 5.6. On 28 February 2000, the Charity Commissioners for England and Wales ordered under the Charities Act 1993 that the charity known as King George’s Field, Mile End, at Stepney in the London borough of Tower Hamlets be administered according to a specified scheme (“**the 2000 Scheme**”). A copy of the 2000 Scheme is included as **Appendix 2** to this report. The 2000 Scheme expressly provides that it replaces the existing trusts of the charity.
- 5.7. Under the 2000 Scheme, the London Borough of Tower Hamlets (“**the Council**”) is the trustee of the charity. The Council is empowered to delegate its trustee function to a committee consisting of any two or more members, provided that the Council exercises reasonable supervision over the committee. The committee must “promptly” report their acts and proceedings to the Council.
- 5.8. The purpose of the charity is to preserve the Park Lands in perpetuity as a memorial to King George V under the provisions of the King George’s Fields

Foundation. As set out above, it is understood that the reference to the Foundation is a reference to the Foundation as governed by the 1965 Scheme. It is not entirely clear what it means to preserve a property in perpetuity “under those provisions”. However, it probably means that the property is to be maintained in perpetuity in accordance with the object set out in the 1965 Scheme, namely “to promote and to assist in the establishment and to promote the preservation throughout the United Kingdom of Playing Fields for the use and enjoyment of the people...”

### **Land subject to the Mile End charity**

- 5.9. The Mile End charity in fact relates to two categories of land, which are described in Parts 1 and 2 of the Schedule to the 2000 Scheme.
- 5.10. The first category of land, referred to in Part 1 of the Schedule, consists of park lands identified in plan KGF2, referred to in the 1997 Deed (“**the Park Lands**”). The attached copy of plan KGF2 in Appendix 1 was obtained from the Charity Commission. It is low in quality and difficult to follow, but so far as it can be read, the Park Lands covered by KGF2 are as follows –
- Stepney Green Park and nearby lands, namely Belgrave Road open space and White Horse Road Park.
  - Stepping Stones Farm.
  - Most of Mile End Park.
- 5.11. The Council’s Parks and Open Spaces department has expressed concerns as to whether KGF2 accurately captures the lands around Stepney Green Park that form part of the charity. The Director of Mile End Park has advised that, as regards Mile End Park, the plan KGF2 does not reflect the actual present configuration of the Park. For example, it does not include the lands, forming part of Mile End Park situated to the south of the rail line on the southern side of the stadium and adjacent football courts. The omitted land includes the go kart track and the skateboard arena. There may be other omitted lands, including stopped up roads. The status of the railway arches in Burdett Road should be clarified.
- 5.12. There would appear to be merit in having plans prepared that are easy to read and accurately reflect the areas presently the subject of the Mile End charity. It would assist if the plans could reflect, for consideration by the Board, any areas that officers identify could be included as part of the charities. The Council’s Asset Management department may be able to prepare the plans in consultation with the Parks and Open Spaces department and the Director of Mile End Park. There is proposal by the Parks and Open Spaces department for electronic presentation of lands the subject of the charity, for example by GIS viewer, that can also be explored.

- 5.13. The second category of land, referred to in Part 2 of the Schedule to the 2000 Scheme consists of “10 shop units situated beneath the ‘Green Bridge’ at Mile End in Stepney, in the London Borough of Tower Hamlets, on north and south sides of Mile End Road, just west of its junction with Burdett Road and Grove Road” (“**the Shop Units**”). The Shop Units are only described in words. There is no plan showing their location. The Council, as trustee of the Mile End charity, is given specific powers in relation to the Shop Units, which are referred to below.

## Objects

- 5.14. As set out above, the principal purpose of the Mile End charity is to maintain the Park Lands in perpetuity as playing fields for the use and enjoyment of the public.
- 5.15. The 2000 Scheme makes it clear that the Council may also apply “the land” (assumed to be the Park Lands) to recreational purposes set out in the Recreational Charities Act 1958. The 1958 Act provides that it is charitable to provide, or assist in the provision of, facilities for recreation or other leisure-time occupation, provided that it is in the interests of social welfare and for the public benefit. In order to satisfy the requirement that the provision be in the interests of social welfare, the facilities must be provided with the object of improving the conditions of life for the persons for whom the facilities are primarily intended and either: (i) those persons have need of the facilities by reason of their youth, age, infirmity, disablement, poverty, or social and economic circumstances; or (ii) the facilities are to be available to the members or female members of the public at large.
- 5.16. In summary, the Council is to keep the Park Lands in perpetuity as a memorial to King George V and may use the land –
- 5.16.1. For playing fields named and sign-posted as “King George’s Fields”.
- 5.16.2. For facilities for recreation or other leisure-time occupation, provided that it is in the interests of social welfare and for the public benefit.
- 5.17. The Board may wish to receive further reports in due course concerning management activities in respect of the lands the subject of charity, taking into account the objects and powers outlined in this report.

## Powers

- 5.18. The Council is given specific powers, as trustee of the King George’s Field, Mile End charity, which it may exercise to further the objects of the charity. In addition, the Council has powers as trustee provided under the legislation governing trusts, particularly the Trustee Act 1925 (“**TA 1925**”) and the Trustee Act 2000 (“**TA 2000**”).



- 5.19. **Disposal of land.** The 2000 Scheme makes provision for limited disposal of land. The Council may let part or parts of the Park Lands on leases not exceeding 10 years to provide recreational facilities to the public or to provide such services to the public ancillary to recreation as are mentioned in Article 7 of the Greater London Parks and Open Spaces Order 1967 on the terms mentioned in that article. The Council may let the Shop Units. In disposing of any land, the Council must comply with section 36 of the Charities Act 1993, which sets out a number of requirements relating to prior approval, advice, consultation and deliberation. The 2000 Scheme does not make provision for sale of any of the land.
- 5.20. **Investment.** It is understood there are presently no investments by the Council as trustee. However, the Council has a general power of investment which authorises the making of any investment that the Council could make if it were absolutely entitled to the assets of the trust (TA 2000, Part 2). The power of investment does not permit investments in land other than loans secured on land. In exercising the power of investment the Council must have regard to the following investment criteria: (a) the suitability to the trust of investments of the proposed kind and of the particular investment; and (b) the need for diversification of investments of the trust, in so far as is appropriate to the circumstances of the trust. The Council must obtain and consider proper advice about the way the power of investment should be exercised before exercising the power.
- 5.21. **Acquisition of land.** The Council has power to acquire freehold and leasehold land in the UK as an investment or for any other reason (TA 2000, Part 3).
- 5.22. **Appointment of agents, nominees and custodians.** The Scheme specifically makes provision for appointment of a manager for the land the subject of the trust or any part of that land. The Council has additional power under the TA 2000 to delegate the following functions to an agent: (a) carrying out a decision it has taken as trustee; (b) functions relating to the investment of assets subject to the trust; (c) some functions relating to the raising of funds; and (d) other functions prescribed by the Secretary of State. The Act governs the terms of appointment pursuant to the statutory power and the exercise of functions by the agent. The TA 2000 contains power to appoint nominees and custodians in relation to assets of the trust.
- 5.23. **Power to give receipts etc.** The TA 1925 provides the Council with powers as trustee to give a receipt in writing that may be relied upon by a person paying, transferring or delivering personal property. The TA 1925 also empowers the Council to compound liabilities, including by compromising or settling any debt or claim. The Council is also empowered by the TA 1925 to insure any property the subject of the trust. The TA 1925 contains other powers that are probably not relevant for present purposes.

- 5.24. **Amendment of the Scheme.** The 2000 Scheme expressly provides that the Council may amend the provisions of the scheme, with the exception of the following: (i) the power of amendment itself; (ii) the definitions; (iii) the restrictions on use of property (ie the objects of the trust); (iv) the (limited) power to dispose of land; the creation of a power to dissolve the charity; or (v) the power to spend permanent endowment of the charity. Whilst the Council may amend the name of the charity it must first obtain the written approval of the Charity Commission.
- 5.25. **Other powers.** There are additional powers not presently provided for in the 2000 Scheme that it may be beneficial for the council to have, for example –
- 5.25.1 to raise funds, provided that the trustees must not undertake any substantial permanent trading activity and comply with any relevant statutory regulations;
  - 5.25.2 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed, subject to compliance with sections 38 and 39 of the Charities Act 1993 (including the need to obtain proper advice before mortgaging the land);
  - 5.25.3 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - 5.25.4 to employ and remunerate such staff as are necessary for carrying out the work of the Charity; and
  - 5.25.5 to do any other lawful thing that is necessary or desirable for the achievement of the objects.
- 5.26. Some of these powers may have immediate utility, such as the power to employ staff for the charity, which may underpin present arrangements such as the employment of the Director of Mile End Park. Others of the powers may not have an obvious immediate application, but may in the future facilitate action by the Board. It may be possible to bring forward proposals to expand the powers of the Council as trustee by the power of the amendment contained in the 2000 Scheme or otherwise. This needs to be considered against the background of the merger proposal contemplated by the Board.

### **Operation of the charity and plans for the Park Lands**

- 5.27. As set out above, the lands falling under the Mile End charity include most of Mile End park.
- 5.28. There is an annual management plan for Mile End Park that sets out a number of objectives for the Park. It is clear that the management plan has been and in the future will be influenced by a number of matters –
- 5.20.1 The themes in the Council's Community Plan.

- 5.20.2 The Mile End Park Ecology Strategy, Mile End Park Arts Strategy and Mile End Park Play Strategy.
- 5.20.3 The three Forums for Ecology, Arts and Play.
- 5.20.4 The Mile End Park Partnership, formed to oversee the construction work funded by the Millennium Commission.
- 5.29. The emergence of ecology as one of three key themes for management of Mile End Park is a matter to which the Board may wish to give some consideration. Mile End Park now contains an ecology park and an ecology pavilion. It is doubtful that anyone visiting the park would view these areas as anything other than facilities for recreation or other leisure-time occupation relevantly within the purposes for which the Park Lands may be used under the 2000 Scheme. However, care must be taken with this. One of the objectives referred to in the 2009-2010 Management Plan is a wind turbine. Whilst this may be justifiable by reference to the purposes for which land may be used under the 2000 Scheme, care must be taken to make the necessary links. Ecology per se is not one of the relevant purposes. It may be possible to add this as a relevant object of the charity and this is something that can be addressed in any further report dealing with amendment of the governing documents.
- 5.30. The Council has not published a management plan or strategy specifically for the other lands referred to in paragraph 5.10 above. The lands, or some of them, are referred to in the Council's Open Space Strategy for 2006 – 2016 which establishes minimum standards for the protection and provision of open space. The open space strategy makes clear that open space should be upgraded to cope with competing demands and to take account of: the need to use open spaces more effectively to address the borough's significant health inequalities and encourage healthier lifestyles including sport; the needs of a growing population of young people; the demands of the festival programme on open spaces; biodiversity and sustainability. With the exception then of Crossrail, which is dealt with below, there do not appear to be any specific plans for Stepney Green Park and nearby lands that would conflict with the objects and powers in the 2000 Scheme. Any specific plans developed for the lands would have to be progressed having regard to the 2000 Scheme and the views of the Board.

### **Issues with the governing document**

- 5.31. As set out in paragraphs 5.11 and 5.12 above, there is merit in exploring whether the 2000 Scheme accurately describes the Park Lands the subject of the charity and whether better plans can be incorporated as part of the Scheme. In this regard, it should be noted that the power given to the Council to amend the Scheme does not include amendment of the description of the land the subject of the Scheme and this will need to be pursued with the Charity Commission.

- 5.32. As set out in paragraphs 5.25 and 5.26, there may be merit to amending the 2000 Scheme to include additional powers for the Council as trustee. It would be possible to include these powers using the Council's power of amendment under the Scheme, but whether the amendments should be carried out in this way should be considered having regard to the totality of any amendments sought, particularly in relation to merger (see below) and amendment of the description of the property the subject of the trust. A proposal can be brought forward to the next meeting of the Board.

## **6. THE TREDEGAR SQUARE CHARITY**

- 6.1. The Square Garden at Tredegar Square is managed by the Council through its Communities, Localities and Culture directorate.

### **The governing documents**

- 6.2. Unlike the Mile End charity, the Tredegar Square charity is not governed by a scheme, but by three deeds dating from 1929, 1930 and 1954. Copies of the deeds are contained in **Appendix 3**.

### **Land subject to the Tredegar Square charity**

- 6.3. On 28 October 1929, Mr Evan Morgan entered into a deed with the Metropolitan Borough of Stepney ("**the 1929 Deed**") concerning the land referred to in Schedule 3 to an earlier deed between Sir George Walker, Mr Henry Lindsay and Mr Evan Morgan, said to comprise (inter alia) the enclosed garden of Tredegar Square in the borough of Stepney ("**the Square Garden**").
- 6.4. Tredegar Square is proximate to Mile End Park. It is located off Morgan Street between College Terrace and Tredegar Terrace, about two blocks from Mile End Park. A plan showing Tredegar Square is contained in **Appendix 4**.

### **Objects**

- 6.5. The 1929 Deed provided that the Council would at its expense lay out the Square Garden for public use in accordance with drawing number 2612. The Square Garden was to be open to the public free of charge every day from sunrise to sunset or such longer hours as the Council may determine. The 1929 Deed placed obligations on the Council to keep the Square Garden enclosed and to maintain and improve the garden.
- 6.6. On 7 April 1930, Mr Evan Morgan and the Metropolitan Borough of Stepney agreed to amend the 1929 Deed by substituting a new design for the Square Garden set out in drawing number 2612A ("**the 1930 Deed**").

- 6.7. On 20 August 1954, the trustees of the late Mr Evan Morgan (Viscount Tredegar since 1934) entered into a deed with the Metropolitan Borough of Stepney (“**the 1954 Deed**”) to supplement the 1929 Deed as amended by the 1930 Deed. The 1954 Deed recorded that the Council wanted the Square Garden to form part of the national memorial to King George V under the provisions of King George’s Fields Foundation and that the layout of the Square Garden should be further amended. It was agreed in the 1954 Deed that the Square Garden should be laid out at the Council’s expense as an open space, garden and children’s playground for public use (and for no other purpose whatsoever) in accordance with the drawing number 7349 annexed to the 1954 Deed.
- 6.8. Unfortunately, it has not been possible to locate a copy of drawing number 7349. The Charity Commission does not hold a copy. This places the Board in a somewhat untenable position as it is left to administer the Tredegar Square Charity without one of the critical documents that identifies how it is to be administered.

### **Powers and functions**

- 6.9. Little is provided in the governing documents by way of powers to the Council as trustee. The following additional controls apply under the 1929 Deed –
- 6.9.1 The Square Garden is to be open to the public from sunrise to sunset or during such longer hours as the Council may determine.
  - 6.9.2 Enjoyment of the Square Garden is to be free of charge.
  - 6.9.3 The Council is not to erect or permit the erection of any building on the Square Garden except shelters and conveniences for the public or for caretakers and toolhouses or other buildings incidental and conducive to the better enjoyment of the square garden by the public.
  - 6.9.4 The Council is to keep the Square Garden in repair.
  - 6.9.5 The Council is to employ sufficient custodians and caretakers to prevent nuisance and preserve order in the Square Garden. The Council must secure that the Square Garden is cleared at closing hours and do all things in its power to prevent any use of the garden that may be or become a nuisance or annoyance to the owners or occupiers of the houses fronting upon or in the immediate neighbourhood (“the Neighbours”).
  - 6.9.6 The Council may permit children’s games and sports in the Square Garden provided that they are conducted in a manner that does not cause disturbance, nuisance or annoyance to the Neighbours.
- 6.10. According to the 1954 Deed, the Square Garden is to be known as King George’s Field.
- 6.11. The Council will, as trustee, also have the powers under the TA 1925 and TA 2000 outlined above. There is no power, such as is contained in the 2000

Scheme, to amend the trust deeds. It is questionable whether any additional powers are strictly speaking required in respect of the charity, given that the Council is simply required to maintain the Square Garden in perpetuity and at its own expense for the public to enjoy. If, however, any amendment of the trust deeds is proposed, for example by amending the reference to drawing number 7349 to refer to a drawing that can be found, then it may be sensible at the same time to include some general powers such as are suggested above in relation to the Mile End charity.

### **Plans for Tredegar Square**

6.12. As with Stepney Green Park and nearby lands, the Council has not published a management plan or strategy specifically for Tredegar Square. The Square is referred to in the Council's Open Space Strategy for 2006 – 2016 which establishes minimum standards for the protection and provision of open space, referred to in paragraph 5.30 above. Any specific plans developed for the lands would have to be progressed having regard to the 2000 Scheme and the views of the Board.

### **Issues with the governing documents**

6.13. The most significant issue identified in relation to the trust deeds governing the Tredegar Square charity is the inability to locate the drawing setting out the plan in accordance with which the Council is required to maintain the Square Garden. The Council's Parks and Open Spaces department has also advised that it would be more appropriate to simply reference a location plan for the Square Garden, rather than specifying a rigid design to be followed. There would appear to be merit in having the Council's Asset Management department prepare an appropriate location plan. Consideration could then be given to whether the governing documents can be amended to reference the revised plan.

6.14. The Council's powers under the trust deeds are limited, as outlined above, and it may be beneficial if amendment to the trust deeds is contemplated to include additional powers.

6.15. Any revision of the governing documents will, however, need to be carefully considered, including by reference to the merger of the charities contemplated by the Board. It will by no means be straightforward to revise the governing documents, given that they do not contain any express powers of amendment.

## **7. ALTERNATIVES FOR GOVERNANCE OF THE CHARITIES**

7.1 The Board determined on 7 January 2009 that the charities should be merged and authorised the Assistant Chief Executive (Legal Services) to approach the Charity Commission in this regard. An approach has been made to the Commission and discussions commenced.

- 7.2 There are a variety of means by which the governing documents of unincorporated charities can be amended.
- 7.3 The first consideration is whether the governing documents permit the amendment. In this case, the governing documents of the Tredegar Square charity do not contain any relevant powers to support a merger.
- 7.4 Secondly, it may be possible, using the power in section 74D of the Charities Act 1993 to have a simple administrative linkage of the two charities. The Charity Commission has advised that it can make a "uniting direction", pursuant to which the charities will be linked for the purposes of registration and accounting. According to the Charity Commission, charities subject to a "uniting direction" remain legally distinct, and the trustees remain under a duty to ensure that funds for each charity are applied only for the separate purposes of those charities. If the Board wishes to have a simple administrative linkage, then it will need to make a resolution to that effect.
- 7.5 If the Board wishes to make a more complete merger then this may be possible by reference to the powers of the Charity Commission to make orders and schemes. One of the recommendations of the report is that a proposal be brought forward to a further meeting of the Board concerning amendments canvassed in this report may be effected. It is proposed that this will also deal with merger. Discussions will continue with the Charity Commission in this regard.
- 7.6 As set out in paragraph 3.2 above, the Council currently deals with its trustee function in respect of the charities as part of the executive arrangements provided in the Council's Constitution. This is in accordance with the view that under the Local Government Act 2000 any function exercised by the Council that is not specified in the Local Authorities (Functions and Responsibilities) (England) Regulations 2000 as a non-executive or local choice function is an executive function. Further consideration is being given to this view, which does not necessarily sit comfortably with the fact that the Council's obligations as trustee are constrained by the governing documents of the charities and may be quite separate from its other functions. An oral report on progress may be provided at the Board meeting on 15 April 2009.

## **8. DUTIES OF THE TRUSTEES**

- 8.1 The terms of the governing documents pursuant to which the Council as trustee and the Board as its delegate must operate are detailed in the report. It is proposed that a training session be conducted at the next meeting of the Board dealing with the general duties of trustees binding on Board members.

## **9. CROSS RAIL**

### **Background**

- 9.1 The route of Crossrail runs east to west through the borough with stations at Whitechapel and Isle of Dogs. Although running entirely in tunnel through the borough, surface shafts are necessary at various locations to provide access to the tunnels for both construction and emergency escape purposes. Although it now seems likely that Crossrail will reach agreement with the Fire Authority to reduce the number of shafts in the borough, the shaft at Stepney Green is still required. It will be the location of the junction of the two eastern branches where a major underground chamber will need to be constructed, and is also a site where the tunnelling machines may need to enter or leave the tunnels (however no tunnelling spoil will be removed at Stepney Green).
- 9.2 At the surface, the construction works site will result in the temporary loss of the Astroturf football pitch and the children's playground, as well as the temporary loss of one third of the site of Stepping Stones Farm. There will also be a permanent loss of approximately 1800m<sup>2</sup> of open space resulting from the need to provide permanent surface facilities for emergency access to the tunnels.
- 9.3 Following the publication of the Crossrail Bill proposals, the Council lodged a petition against a number of the detailed aspects of the Bill proposals which included the impact of the temporary and permanent loss of open space at Stepney Green. Following negotiations, Crossrail agreed to give legal undertakings to finance the temporary re-provision of the football pitch and changing rooms during the 5 year construction period, and its permanent restatement following the completion of the Crossrail works. Similar undertakings were given in respect to Stepping Stones Farm. These undertakings and assurances have been collated and published in a formal register the last version of which was published in August 2008.
- 9.4 However, following further consideration of the detailed design of the construction site, Crossrail were able to reduce the size of the worksite. This meant that rather than completely relocate the football pitch it was now possible to retain the pitch in its current position but reoriented by 90°; although the pitch would still be out of use for up to 6 months. Since this proposal minimised disturbance to the remainder of the open space it was agreed to pursue this option rather than the original relocation proposal. Formal undertakings were given to progress this option and these are now included in the Register.

### **Current Situation**

- 9.5 Early in 2008, negotiations and discussion commenced on the detailed design of the replacement football pitch and associated facilities at Stepney Green and are still ongoing. Since some of the land on which the new pitch is located is outside



the area covered by the Crossrail Act, a formal planning application will eventually need to be submitted to the council in order to progress the proposals. Although the football pitch is remaining in the same general location, it will be noted that the football pitch will be a brand new facility built to modern standards and that the changing rooms will also be completely rebuilt. The current programme is for this application to be submitted in mid-July 2009.

- 9.6 Proposals to deal with the impact of the Crossrail works on Stepping Stones Farm are also being progressed and a consultant has been appointed who is working on both setting up a new management structure for the Farm and developing proposals for the re-provision of facilities lost as a result of the Crossrail construction works.
- 9.7 During the initial discussions with Crossrail, officers were made aware that all the land at Stepney Green and Stepping Stones Farm was subject to a charity for which the council was the sole trustee. Officers then met with a representative of the charity in May 2008 in order to gain a full understanding of the impact of the charitable status on the Crossrail proposals. Crossrail was also immediately advised of the charity's interest but it was clear from their response that whilst they were not aware of the existence of the charity, it was Crossrail's view that the Compulsory Purchase powers authorised by the Crossrail Act provide the necessary powers to purchase both the charitable interest as well the land itself. However, as made clear to Crossrail, financial compensation would be sought by the charity from Crossrail to compensate for both the temporary and permanent loss of covenanted open space.
- 9.8 In order to assist in negotiations with Crossrail, officers have appointed CB Richard Ellis to provide specialist valuation advice both in respect to the loss of the open space within the council's ownership and the "value" of the charity's interest. The consultant's advice has yet to be provided but will in due course provide the basis of future discussions with Crossrail on the land disposal issues.

## Conclusions

- 9.9 In summary officers are taking a three pronged approach to negotiations with Crossrail in respect to the loss of open space at Stepney Green. This can be summarised as follows:-
- 9.1.1 Progress the planning application to ensure that all the existing open space facilities at Stepney Green and Stepping Stones Farm are re-provided to an acceptable standard.
- 9.1.2 Ensure that the council is compensated for both the temporary and permanent loss of open space as well as the loss of revenue arising from the loss of the football pitch.
- 9.1.3 Ensure that the Mile End charity is compensated for the loss of charitable land either financially or in kind.

- 9.10 In due course the planning application will be considered by the planning Committee and the compensation issues referred to both the Cabinet and the Board.
- 9.11 In respect of the foreshadowed loss of land, it is clear that there is no power in the 2000 Scheme for the Council as trustee to sell the park lands. Any compulsory purchase will need to be examined against the legislative schemes for Crossrail and the charities. Further advice can be given about this in due course. It may be possible for the Council to accept compensation for loss of land if that is inevitable, but this will need to be carefully considered, including by reference to the views of Fields in Trust as trustees of the Foundation.

## **10. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 10.1. This report is principally for noting and as such there are no specific financial implications with the exception of any costs arising from preparing plans as referred to in recommendation 2.2 which will be met from the Mile End Park Budget. When further reports are presented to the Charity Board detailing amendments to the Scheme of Governance and other issues referred to in this report, the Board will receive relevant advice as to the financial implications.

## **11. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

- 11.1. There are no additional comments to those set out in the report.

## **12. ONE TOWER HAMLETS CONSIDERATIONS**

- 12.1. The Council's role as trustee of the charities referred to in this report must be exercised having regard to the objects, powers and limitations in the governing documents, which are described in this report. The Council is not, in exercising the functions of trustee, necessarily free to pursue its own partnership goals expressed in the Community Plan. That said, it seems clear that the discharge of the trustee duties, which involve the maintenance of playing fields and a public garden in perpetuity, will contribute to one of the key themes in the Community Plan: A Great Place to Live. The priorities for achieving a great place to live include supporting vibrant town centres and a cleaner safer public realm by supporting and improving open spaces.

## **13. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

- 13.1. As stated in paragraph 12.1, the Council's role as trustee of the charities referred to in this report must be exercised having regard to the objects, powers and limitations in the governing documents, which are described in this report. The Council is not, in exercising the functions of trustee, necessarily free to pursue its own goals for sustainable action, whether expressed in the Community Plan, or

otherwise. This is consistent with the discussion in paragraph 5.29 above, where it is made clear that “ecology” is not an object in itself within the Mile End charity, but that ecology related goals may still be pursued provided it is connected with the express objects in the governing documents. In other words, the Council’s discharge of its trustee duties may incidentally, and perhaps will likely, contribute to sustainable action for a greener environment through the maintenance of playing fields and a public garden in perpetuity.

#### **14. RISK MANAGEMENT IMPLICATIONS**

14.1. It is important that the Council carries out its role as trustee of the charities according to law. Failure to do so may result in legal action or public criticism. That risk is assessed as low, but the purpose of this and related reports is to ensure that the Board is aware of its obligations in carrying out the Council’s trustee function and is satisfied that the function is being properly exercised.

#### **15. EFFICIENCY STATEMENT**

15.1. This report is primarily concerned with governance arrangements for the Mile End and Tredegar Square charities. It is important that the Council carries out its role as trustee of the charities according to law. This is not directly a matter of efficiency, having regard to the Council’s duty as a best value authority under the Local Government Act 1999. That said, it is likely that review of the governance arrangements will aid the efficient management of the charities. Examples of possible efficiency gains are: (a) it may be easier for the Board and officers to manage the lands the subject of the charities if they are readily identifiable according to clear and accurate plans as is recommended in the report; (b) if the merger of the two charities proceeds, then there would be a need to produce only one set of accounts rather than two; and (c) if there is amendment to the powers of the Council as trustee, then this may facilitate future action.

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#### **Local Government Act, 1972 Section 100D (As amended) List of “Background Papers” used in the preparation of this report**

Brief description of “background papers”	Name and telephone number of holder and address where open to inspection.
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#### **APPENDICES**

Appendix 1 Plan No. KGF2

Appendix 2 The scheme pursuant to which the Charity Commissioners of England

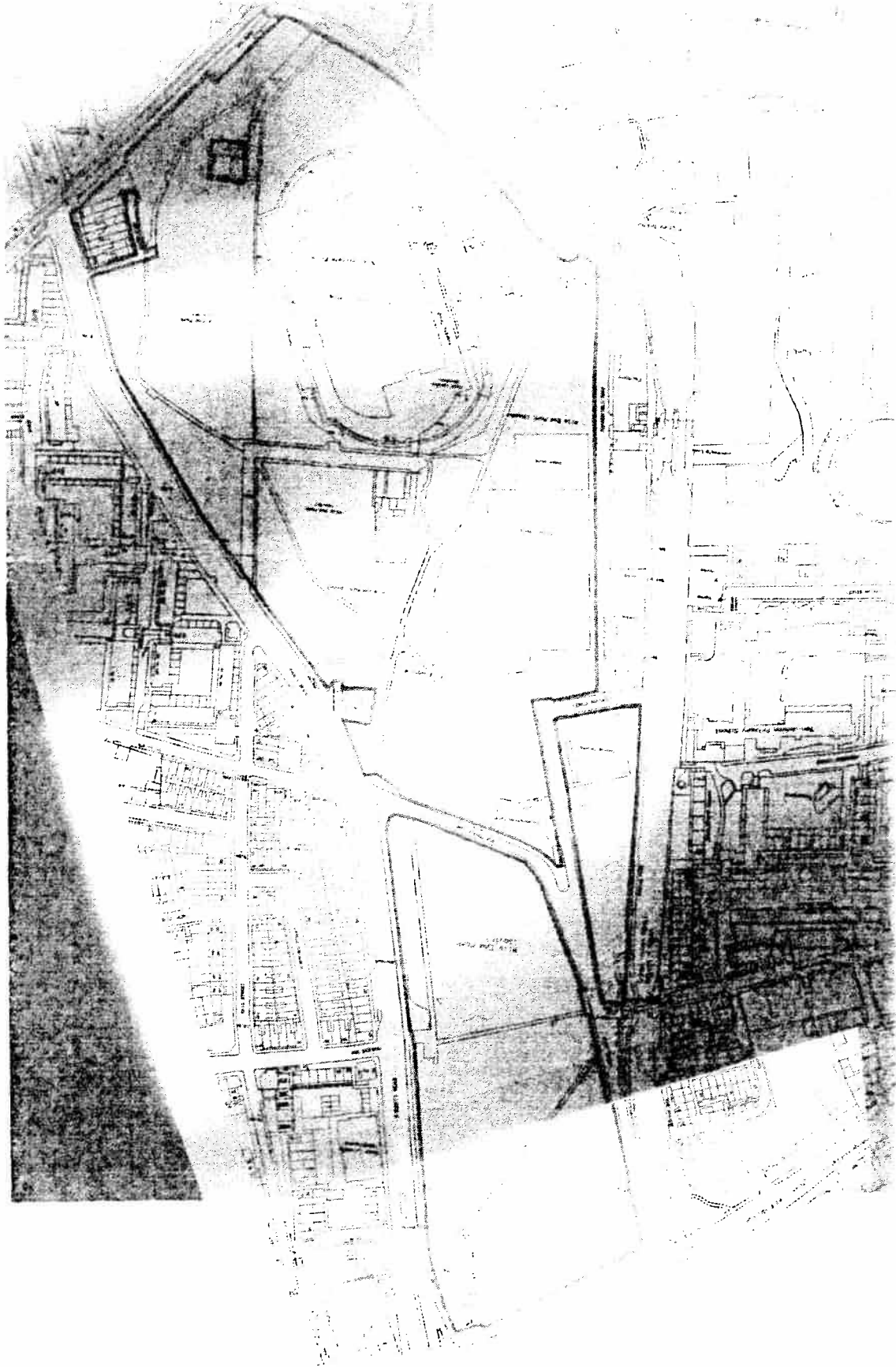
and Wales ordered on 28 February 2000 that the charity known as King George's Field, Mile End should be administered

Appendix 3 The three deeds from 1929, 1930 and 1954 governing the charity known as King George's Field – Stepney (Tredegar Square, Bow)

Appendix 4 Plan showing Tredegar Square

**APPENDIX 1 - Plan No KGF2**









## **APPENDIX 2**

**The Scheme pursuant to which the Charity Commissioners of England and Wales ordered on 28 February 2000 that the charity shown as King George's Field, Mile End should be administered**

Do 22/21

**THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES**

Under the power given in the Charities Act 1993

Order that from today, the

**28<sup>th</sup> FEBRUARY 2000**

the following

**SCHEME**

will govern the charity

previously known as

**KING GEORGE'S FIELDS, STEPNEY (1077859)**

and now to be known as

**KING GEORGE'S FIELD , MILE END**

at Stepney

in the London Borough of Tower Hamlets

Commissioners' References:

Sealing: 33(S)/00

Case No: 152044



**ASSISTANT COMMISSIONER**

## SCHEME

### 1. Definitions

In this scheme:

"the area of benefit" means Stepney, in the London Borough of Tower Hamlets.

"the charity" means the charity identified at the beginning of this scheme.

"the existing trusts" means a deed of covenant of 9<sup>th</sup> November 1965 as varied deed of variation of 29<sup>th</sup> January 1997.

"the trustee" means the trustee of the charity acting under this scheme.

"the Association" means the National Playing Fields Association (306070).

## ADMINISTRATION

### 2. Administration

The charity is to be administered in accordance with this scheme. This scheme replaces the existing trusts of the charity.

### 3. Name of the charity

The name of the charity is King George's Field, Mile End.

## USE OF PROPERTY

### 4. Use of property

The land described in part 1 of the schedule must be preserved in perpetuity as a memorial to His Late Majesty King George V under the provisions of the King George's Fields Foundation. In addition to those provisions the trustee may apply the land to such charitable purposes as are set out in the Recreational Charities Act 1958 including the construction of indoor recreational facilities provided that no application of property may be made for additional purposes without the consent of:

- (1) the Association (such consent not to be unreasonably refused or delayed); and
- (2) the Commissioners.

## POWERS OF THE TRUSTEE

### 5. Powers of the trustee

In addition to any other powers which it has, the trustee may exercise the following powers in furtherance of the objects of the charity:

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- (1) The power to:
  - (a) let part or parts of the land described in part 1 of the schedule to this scheme to third parties on leases not exceeding 10 years to provide to the public recreational facilities or such services reasonably ancillary to recreation as are mentioned in Article 7 of the Greater London Parks and Open Spaces Order 1967 on the terms therein mentioned; and
  - (b) let the land identified in part 2 of the schedule to this scheme.

(The trustee must comply with the restrictions on disposal imposed by section 36 of the Charities Act 1993, unless the disposal is excepted from these restrictions by section 36(9)(b) or (c) or section 36(10) of that Act.)

- (2) Power to place the management of the land or any part of it in the hands of a third party contractor exercising the powers of the Council on its behalf on such terms as the Council sees fit.
- (3) Power to make rules and regulations consistent with this scheme for the management of the charity. The rules may include the terms and conditions upon which the charity's property may be used by persons or bodies other than the trustee and the sum (if any) to be paid for such use.

### **TRUSTEE**

**6. Trustee**

London Borough of Tower Hamlets is the trustee of this charity.

**7. Delegation to committee**

The trustee may delegate the performance of any act, including the exercise of any power or discretion, to a committee consisting of any two or more members of the council of the trustee. (The trustee must exercise reasonable supervision over the committee and the committee must promptly report their acts and proceedings to the trustee.)

### **AMENDMENT OF SCHEME**

**8. Amendment of scheme**

- (1) Subject to the provisions of this clause, the trustees may amend the provisions of this scheme.
- (2) Any amendment must be made by a resolution passed at a meeting of the trustee of which not less than 21 days notice has been given.
- (3) The trustees must not make any amendment which would:
  - (a) vary this clause;

- (b) vary clause 1 (Definitions);
  - (c) vary clause 4 (Use of property);
  - (d) vary clause 5(1);
  - (e) confer a power to dissolve the charity;
  - (f) enable them to spend permanent endowment of the charity.
- (4) The trustees must obtain the prior written approval of the Commissioners before making any amendment which would vary the name of the charity;
- (5) The trustees must:
- (a) promptly send to the Commissioners a copy of any amendment made under this clause; and
  - (b) keep a copy of any such amendment with this scheme.

#### GENERAL PROVISION

**9. Questions relating to the scheme**

The Commissioners may decide any question put to them concerning:

- (1) the interpretation of this scheme; or
- (2) the propriety or validity of anything done or intended to be done under it.

**SCHEDULE**

**PART 1**

The land situate at Mile End in Stepney, in the London Borough of Tower Hamlets, described in a Deed of Variation dated 29 January 1997 which was made between the National Playing Fields Association of the first part and The Mayor and Burgesses of the London Borough of Tower Hamlets of the second part.

**PART 2**

10 shop units situated beneath the 'Green Bridge' at Mile End in Stepney, in the London Borough of Tower Hamlets, on north and south sides of Mile End Road, just west of its junction with Burdett Road and Grove Road.

**Appendix 3**

**The three deeds from 1929, 1930 and 1954 governing the charity known  
as King George's Field – Stepney (Tredegar Square, Bow)**

COPY.

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THIS DEED is made the Twenty eighth day of October One thousand nine hundred and twenty nine B E T W E E N THE HONOURABLE EVAN FREDERIC MORGAN of 30 St. James's Place in the County of London (hereinafter called "Mr. Evan Morgan") of the one part and THE MAYOR ALDERMEN AND COUNCILLORS OF THE METROPOLITAN BOROUGH OF STREPTON (hereinafter called "the Council") of the other part

W H E R E A S by a Vesting Deed dated the Twenty sixth day of March One thousand nine hundred and twenty six and made between Sir George Ferdinand Forestier Walker and Henry Edzell Morgan Lindsay (thereinafter and hereinafter called the Trustees) of the one part and Mr. Evan Morgan of the other part after reciting (inter alia) that under and by virtue of the Settlement constituted by the Indentures mentioned in the first part of the first Schedule thereto and in the events which had happened and by reason of the Deed of Surrender mentioned in the Second part of the said First Schedule the freehold property described in the Third Schedule thereto then stood settled UPON TRUSTS under which Mr. Evan Morgan was tenant for life in possession and that the Trustees were the Trustees for the purposes of the Settled Land Act 1925 of the said Settlement it was by the Deed now in recital declared (inter alia) that (inter alia) the said freehold property described in the said third Schedule thereto was vested in Mr. Evan Morgan in fee simple upon the trusts and subject to the powers and provisions upon and subject to which under the said Settlement or otherwise the same ought to be held from time to time and that the Trustees were the Trustees of the said Settlement for the purposes of the Settled Land Act 1925 and that the additional or larger powers mentioned in the Second Schedule thereto were conferred by the said Settlement in relation to the Settled land and by virtue of the Settled Land Act 1925 operated and were exercisable as if conferred by that Act on a tenant for life

A N D W H E R E A S the said additional or larger powers comprise (inter alia) a power to limit and appoint any part of the settled property (not exceeding altogether two hundred statute acres) to (inter alia) any body corporate their successors or assigns or in any other manner for (inter alia) any public park or recreation ground and either with or without any pecuniary consideration and so that it shall not be necessary for any party claiming under any exercise of that power to enquire into or give evidence of the expediency or propriety of exercising the same or as to the quantity of land previously appointed or dedicated for the purposes of the said power or any of them A N D W H E R E A S



the said freehold property described in the said third Schedule to the recited vesting Deed comprises (inter alia) the enclosed garden of Tredegar Square in the former Hamlet of Mile End Old Town but now in the Parish of Stenney and the said Borough of Stenney A N D WHEREAS Mr. Evan Morgan has agreed in exercise of the said recited power and of every other power statutory or otherwise him thereunto enabling to transfer to the Council and the Council have agreed in exercise of the powers conferred by the Open Spaces Act 1906 and of every other power statutory or otherwise them thereunto enabling to accept the care management and control of the said enclosed garden upon the terms hereinafter expressed.

*Morgan*

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the premises it is hereby agreed and declared by and between Mr. Evan Morgan and the Council respectively acting in exercise of every power them respectively hereunto enabling as follows that is to say :-

1. THE enclosed garden of Tredegar Square aforesaid (hereinafter called "the Square Garden") shall at the Council's own expense be laid out by the Council as an open space and garden and recreation ground for the public use and for no other purpose whatsoever in accordance with the drawing No. 2612 annexed hereto and shall be thereafter held administered and maintained accordingly
2. THE square garden shall be open to the public every day during the year from sunrise to sunset or during such other longer hours as the Council may from time to time direct.
3. THE enjoyment of the square garden by the public shall at all times be free of charge and no money shall be demanded or received by the Council in respect of any use or enjoyment of the square garden by any person whomsoever.
4. THE Council shall not erect or permit the erection of any building upon the square garden except shelters and conveniences for the public or for caretakers and toolhouses or other buildings incidental and conducive to the better enjoyment and convenience of the square garden by the public.
5. THE Council shall maintain the square garden as an open space garden and recreation ground and shall keep the square garden enclosed with proper railings provided with a sufficient number of suitable gates and may otherwise improve the square garden and provide seats for the use of the public and do all such other works and things as may be requisite for the maintenance of the square garden as an open space garden and recreation ground. ✓
6. WHILE the Council have the care management and control of the square garden they shall keep the same in repair and shall carry out all works as often as may

be reasonably necessary for that purpose.

7. THE Council shall employ a sufficient number of custodians or caretakers to prevent nuisances and preserve order in the square garden and to secure that the same shall be cleared of all persons at closing hours and shall in particular by all means in their power prevent any use of the square garden which may be or become a nuisance or annoyance to the owners or occupiers of the houses fronting upon or in the immediate neighbourhood of the square garden

8. THE Council may permit the carrying on of games and sports by children in the square garden but shall not permit the same to be carried on and conducted in such a manner as to be or become a disturbance nuisance or annoyance to the owners or occupiers of the houses fronting upon or in the immediate neighbourhood of the square garden

9. THE Council may and they are hereby empowered to do in the name of Mr. Evan Morgan and his successors in title all such acts and things and institute all such legal proceedings (whether criminal or civil) as they may deem necessary for the purposes of preventing nuisances and preserving order in the square garden.

10. ALL expenses incurred by the Council in and about the maintenance care and management of the square garden and otherwise in or about the premises shall be paid by the Council out of such funds in their hands as are applicable by law to pay the same and the Council shall indemnify and hold harmless Mr. Evan Morgan and his successors in title against all such expenses

11. IN case the Council shall erect or permit to be erected any building (other than such buildings as are allowed by this agreement) upon the square garden or shall deprive the public of the enjoyment thereof or in case of any other gross or habitual breach on the part of the Council of any of the covenants and conditions on their part to be observed and performed Mr. Evan Morgan or his successors in title may by notice in writing under the hand of Mr. Evan Morgan or his successors in title delivered or sent by registered post to the Municipal offices of the Council terminate this agreement and thereupon this agreement and all powers conferred thereby upon the Council shall cease and determine

IN WITNESS whereof Mr. Evan Morgan has hereunto set his hand and seal and the Council have hereunto affixed their Common Seal the day and year first before written.

SIGNED SEALED AND DELIVERED by the above named The Honourable } Evan F. Morgan L.S.  
Evan Frederic Morgan in the presence of }  
J. Sutherland, Secretary.  
30, St. James's Place.

THE COMMON SEAL of the Mayor Aldermen and Councillors of the }  
Metropolitan Borough of Stennay was hereto affixed by Order } L.S.  
D. Frankel Mayor  
Ch. McCarty Town Clerk.

1929

1029

DATED 28TH OCTOBER 1929

K558

THE HONOURABLE EVAN F. MORGAN

to

THE STEPNY BOROUGH COUNCIL

---

A G R E E M E N T

as to

opening of Tredegar Square  
Garden to Public and for  
management thereof by the  
Council.

---

I HEREBY CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL AGREEMENT  
DATED 28TH OCTOBER 1929.

*Welford Lewis*

TOWN CLERK.

k.

COPY.

K558.

THIS AGREEMENT made the Seventh day of April One thousand nine hundred and thirty B E T W E E N THE HONORABLE EVAN FREDERIC MORGAN formerly of No. 30 St. James's Place but now of 40 South Street Park Lane both in the County of London (hereinafter called "Mr. Evan Morgan") of the one part and THE MAYOR ALDERMEN AND COUNCILLORS OF THE METROPOLITAN BOROUGH OF STEPNEY (hereinafter called "the Council") of the other part W H E R E A S this agreement is supplemental to an Agreement dated the twenty eighth day of October One thousand nine hundred and twenty nine (hereinafter called "the principal agreement") and made between the parties above referred to as to the opening of Tredegar Square Garden in the former Hamlet of Mile End Old Town but now in the Parish of Stepney and the said Borough of Stepney to the public and for the management thereof by the Council A N D W H E R E A S it is provided (inter alia) by clause 1 of the principal Agreement that the enclosed garden of Tredegar Square sforesaid (thereinafter called "the Square Garden") should at the Council's own expense be laid out by the Council as an open space and garden and recreation ground for the public use and for no other purpose whatsoever in accordance with the Drawing No. 2612 annexed thereto and should be thereafter held administered and maintained accordingly AND WHEREAS the Council desire to alter the layout of the said Square Garden in accordance with the layout described in Drawing No. 2612A annexed hereto in substitution of the layout described in Drawing No. 2612 annexed to the principal Agreement and the said Mr. Evan Morgan has agreed to such variation or alteration in the layout of the said Square Garden as testified by his execution of this agreement NOW IT IS HEREBY AGREED as follows:-

1. THE enclosed garden of Tredegar Square sforesaid shall at the Council's own expense be laid out by the Council as an open space and garden and children's playground for the public use and for no other purpose whatsoever in accordance with the Drawing No. 2612A annexed hereto in substitution for the Drawing No. 2612 annexed to the principal Agreement
2. SUBJECT only to the variation herein contained and such other alterations (if any) as may be necessary to make the principal Agreement consistent with this agreement the principal Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this agreement were inserted therein by way of addition or substitution as the case may be

I N W I T N E S S whereof Mr. Evan Morgan has hereunto set his hand and seal and the Council have hereunto affixed their Common Seal the day and year first before written.

SIGNED SEALED AND DELIVERED by the above named The Honourable Evan Frederic Morgan in the presence of:-

Evan F. Morgan

L.S.

G. Sutherland

40, South Street, W.1.

Secretary.

THE COMMON SEAL of the Mayor Aldermen and Councillors of the Metropolitan Borough of Stepney was hereto affixed by order

L.S.

H. Lazarus Mayor

Wm. McCarty Town Clerk.

1930

K558

DATED 7TH APRIL 1930

THE HONOURABLE EVAN F. MORGAN

and

THE MAYOR ALDERMEN AND  
COUNCILLORS OF THE METROPOLITAN  
BOROUGH OF STEPNEY

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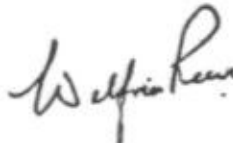
SUPPLEMENTAL

AGREEMENT

varying terms of original  
Agreement as to opening of  
Tredgar Square Garden to  
Public and for management  
thereof by the Council dated  
28th October 1929.

---

I HEREBY CERTIFY THAT THIS IS A TRUE COPY  
OF THE ORIGINAL AGREEMENT DATED 7TH APRIL  
1930.



TOWN CLERK.

k.

R558

DATED 20TH AUGUST 1954

TREDEGAR BOW AND MILE

END ESTATES

SUPPLEMENTAL AGREEMENT

of Tredegar Square Garden,  
Stepney

to

The Stepney Borough Council

I HEREBY CERTIFY THAT THIS IS A  
TRUE COPY OF THE SUPPLEMENTAL  
AGREEMENT DATED 20TH AUGUST 1954.

*Wilfred Reeve*  
TOWN CLERK.

16.

RECEIVED IN  
COMMISSION  
1954

1. THIS AGREEMENT is made the Twentieth day of August One thousand nine hundred fifty four BETWEEN THE HONOURABLE CHARLES CHRISTIAN SIMON RODNEY of 43 Bishopsgate London a Major (Retired) of the Grenadier Guards LEWIS ERSKINE WYNDHAM WILLIAMS of 32 Charles Street in the City of Cardiff Esquire FELIX ALEXANDER VINCENT COPLAND-GRIFFITHS D.S.O., M.C., late Welsh Guards of Bircher Hall Leominster in the County of Hereford a Brigadier in the Reserve of Officers of Her Majesty's Army and a Justice of the Peace for the County of Hereford and THE HONOURABLE SYSSYLLT AVIS GURNEY of 16 Randolph Crescent Edinburgh Scotland Widow (hereinafter called "the Trustees") of the one part and THE MAYOR ALDERMEN AND COUNCILLORS of the Metropolitan Borough of Stepney (hereinafter called "the Council") of the other part.

2. THIS Agreement is supplemental to a Deed dated the Twenty eighth day of October One thousand nine hundred and twenty nine and made between The Honourable Evan Frederic Morgan of the one part and the Council of the other part as varied by an Agreement dated the Seventh day of April One thousand nine hundred and thirty made between the said The Honourable Evan Frederic Morgan of the one part and the Council of the other part (hereinafter together referred to as "the Principal Agreement")

3. The Principal Agreement related to the opening of Tredegar Square Garden in the Metropolitan Borough of Stepney to the public and for the management thereof by the Council and provided that the enclosed garden of Tredegar Square aforesaid (hereinafter called "the Square Garden") should at the Council's own expense be laid out as an open space and garden and recreation ground for the public use and for no other purpose whatsoever in accordance with the drawing No. 2612 as varied by the drawing No. 2612A annexed to the Principal Agreement

4. The Honourable Evan Frederic Morgan succeeded his Father as The Right Honourable Evan Frederic Viscount Tredegar on the Third day of May One thousand nine hundred and thirty four and himself died on the Twenty seventh day of April One thousand nine hundred and forty nine and the Trustees are the Personal Representatives of the said The Right Honourable Evan Frederic Viscount Tredegar for the purposes of the Settled Land Act 1925.

5. The Council is desirous that the Square Garden should form part of the National Memorial to His Majesty King George V. under the provisions of King George's Fields Foundation and with that intent of making a further alteration to the layout of the Square Garden in accordance with the layout in the drawing



No. 7349 annexed hereto in substitution of the layout described in drawing No. 2612 as varied by drawing No. 2612A and the Trustees have agreed to such variation or alteration in the layout of the Square Garden as testified by their execution of this agreement

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. The Square Garden to be ever hereafter known as King George's Field shall at the Council's own expense be laid out by the Council as an open space and garden and children's playground for the public use and for no other purpose whatsoever in accordance with the drawing No. 7349 annexed hereto in substitution for the drawing No. 2612 as varied by drawing No. 2612A.

2. Subject only to the variation herein contained and such other alterations (if any) as may be necessary to make the Principal Agreement consistent with this Agreement the Principal Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Agreement were inserted therein by way of addition or substitution as the case may be

3. The Council hereby covenant with the Trustees that it will indemnify and keep indemnified the Trustees their successors in title and assigns from and against all actions proceedings costs claims demands and expenses which may arise by reason of the use to which any part or parts of the Square Garden may be put in consequence of the variation in layout authorised by this licence and that in connection with or arising out of such variation in layout the Council will not do or allow or permit any act or thing which may become a nuisance damage annoyance or inconvenience to the Trustees or their tenants or the occupiers of any adjoining or neighbouring property

IN WITNESS WHEREOF the Trustees have hereunto set their hands and seals and the Council have hereunto affixed their Common Seal the day and year first above written.

SIGNED SEALED AND DELIVERED )  
by the above named Charles )  
Christian Simon Rodney in )  
the presence of: )

(Signed) C.C.Simon Rodney

L.S.

(Sgd) C.C.Townsend  
Clerk to Messrs. Rider, Heaton,  
Meredith & Mills,  
Lincoln's Inn, Solicitors.

SIGNED SEALED AND DELIVERED )  
by the above named Lewis )  
Erskine Wyndham Williams in )  
the presence of: )

(Signed) L.E.W.Williams L.S.

(Sgd) G.P.Moore

Clerk to:-  
Messrs. L.G.Williams & Prichard,  
Solicitors, Cardiff.

SIGNED SEALED AND DELIVERED )  
by the above named Felix )  
Alexander Vincent Copland- )  
Griffiths in the presence of: )

(Signed) F.A.Vincent Copland-Griffiths L.S.

(Sgd) Barbara Stancliffe

c/o The Midland Bank,  
Leominster,  
Secretary.

SIGNED SEALED AND DELIVERED )  
by the above named Syssyllt )  
Avis Gurney in the presence )  
of: )

(Signed) S.A.Gurney L.S.

(Sgd) A.R.Davison  
15 Rothesay Mews  
Edinburgh

THE COMMON SEAL of the Mayor and  
Aldermen and Councillors of the  
Metropolitan Borough of Stepney  
was hereunto affixed by order

L.S.

(Signed) J. McCarthy  
Mayor

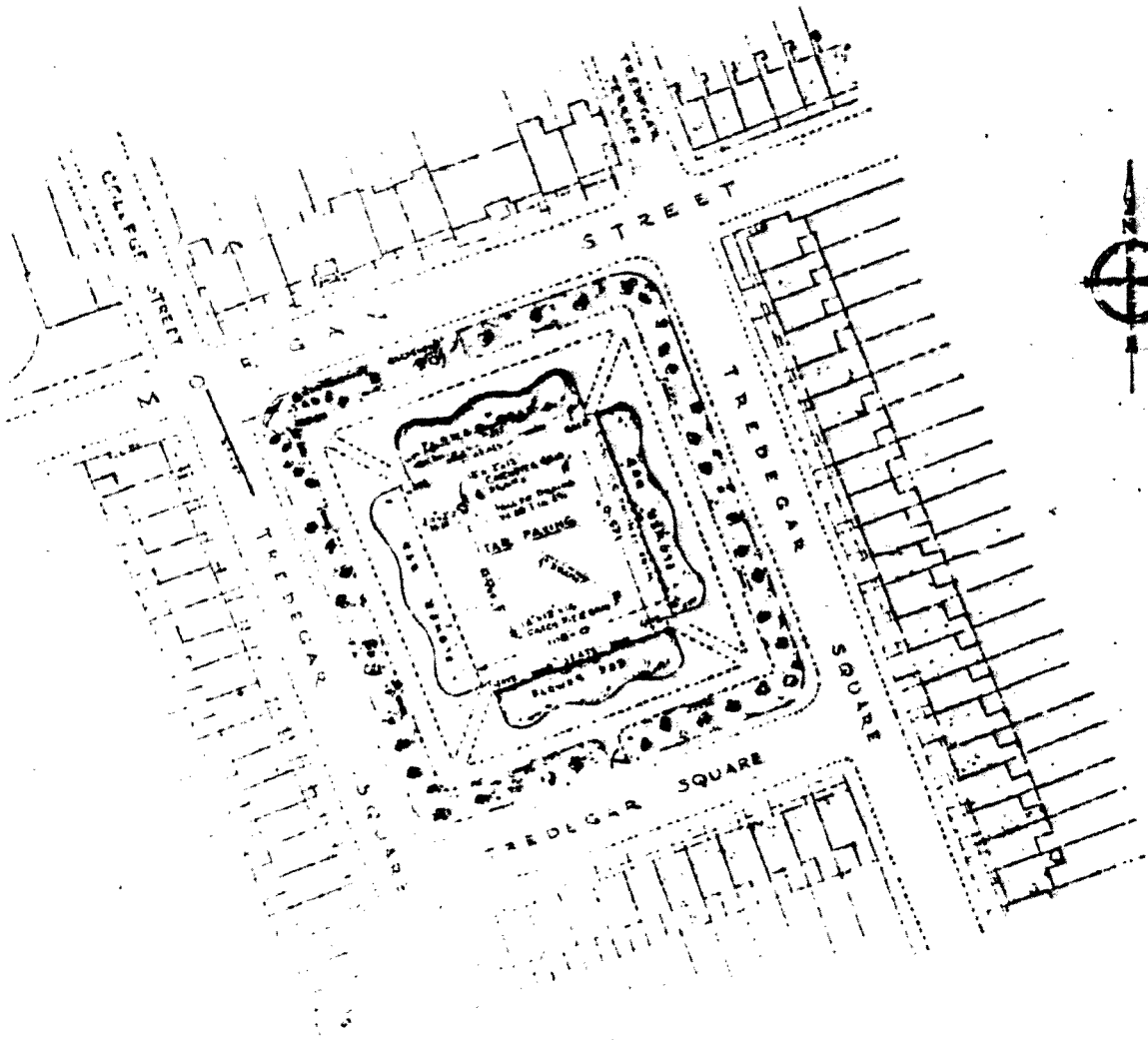
(Signed) Wilfred Reeve  
Town Clerk

**Appendix 4**

**Plan showing Tredegar Square**

4/1/29

# METROPOLITAN BOROUGH OF STEPNEY TREDEGAR SQUARE MILE END LAYOUT AS PUBLIC GARDEN & CHILDREN'S PLAYGROUND



DRAWING NO. 1000  
DRAWN BY 1000

SCALE 1" = 100'

APPROVED ENGINEER & SURVEYOR  
NOVEMBER 1929

10 9 8

MICROBOX



8' 9' 10'

*2612 A  
revised in  
1930 as  
abstract  
1929 plan  
2612)*

# Agenda Item 7.2

<b>Committee:</b> King George's Field Charity Board	<b>Date:</b> 17 <sup>th</sup> June 2009	<b>Classification:</b> Unrestricted	<b>Report No:</b> (KGFCB/04/0 89)	<b>Agenda Item:</b>
<b>Report of:</b>  Assistant Chief Executive (Legal Services)  <b>Originating officer(s)</b> David Galpin, Head of Legal Services - Community		<b>Title:</b>  Decision concerning land near the Palm Tree  <b>Wards Affected:</b>		

## 1. SUMMARY

1.1 On 4 February 2009, the Adjudicator to HM Land Registry published a decision in the case of the London Borough of Tower Hamlets v A Barrett and V Barrett concerning land at Mile End Park, London.

1.2 This report provides an update consequent upon the Adjudicator's decision.

## 2. RECOMMENDATIONS

The Board is recommended to:-

2.1 Note the report.

## 3. BACKGROUND

3.1 On 22 April 2004, the Council applied to HM Land Registry to be registered as owner of former highway land near the Palm Tree public house and Mile End Park. The land, which was stopped up in 1983, constitutes part of a car park. A plan of the land the subject of the application is attached as Appendix 1.

3.2 Objection was taken to the Council being registered by A Barrett and V Barrett who hold the freehold title to the Palm Tree public house. The Barretts mounted the following arguments, which applied either cumulatively or in the alternative: (1) they had acquired all or part of the land by adverse possession; (2) the boundaries had been fixed by agreement; and (3) the Council is estopped from denying their title to the land.

#### **4. BODY OF REPORT**

4.1 The dispute was heard by the Adjudicator to HM Land Registry at a hearing on 14 and 15 January 2009. On 4 February 2009, the Adjudicator published a decision finding that the Council is entitled to be registered as the freehold proprietor of the land in accordance with its application. The Adjudicator rejected the claims made by the Barretts and ordered that they should pay the Council's costs.

4.2 The Barretts have sought to appeal the Adjudicator's decision and an update will be provided in relation to this in due course.

4.3 The land the subject of the dispute will likely need to be considered in the context of the preparation of plans contemplated in the report on governance of the King George's Fields Trusts presented to the meeting of the Board on 15 April 2009.

#### **5. COMMENTS OF THE CHIEF FINANCIAL OFFICER**

5.1 This report is principally for noting and as such there are no specific financial implications with the exception of any costs associated with the appeal which will be met from the Mile End Park Budget.

#### **6. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)**

6.1 There are no additional comments beyond those set out in the report.

#### **7. ONE TOWER HAMLETS CONSIDERATIONS**

7.1 There are no specific One Tower Hamlets considerations arising.

#### **8. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

8.1 There are no specific sustainable action considerations arising.

#### **9. RISK MANAGEMENT IMPLICATIONS**

9.1 The Council was successful before the Adjudicator and it is considered the Council has reasonable prospects in the proceedings.

## **10. EFFICIENCY STATEMENT**

10.1 Securing title to the disputed land is consistent with the Council's best value duty.

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### **Local Government Act, 1972 Section 100D (As amended) List of "Background Papers" used in the preparation of this report**

Brief description of "back ground papers"	Name and telephone number of holder and address where open to inspection.
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## **11. APPENDICES**

Appendix 1 – Notice Plan

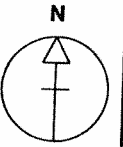
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## Appendix 1 – Notice Plan



# NOTICE PLAN



## TOWER HAMLETS

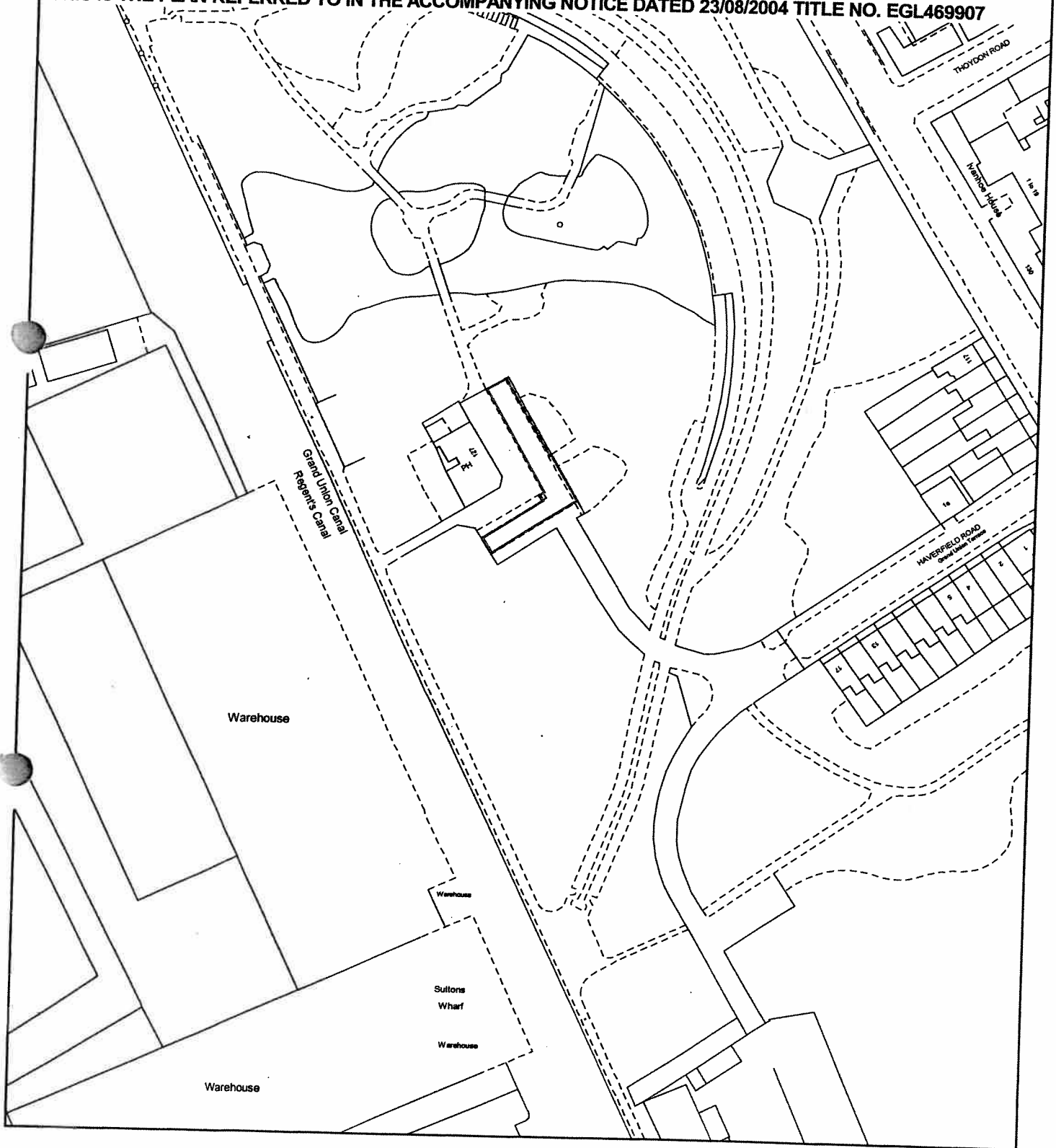
ORDNANCE SURVEY MAP REFERENCE:

TQ3682NW

SCALE 1:1250

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**THIS IS THE PLAN REFERRED TO IN THE ACCOMPANYING NOTICE DATED 23/08/2004 TITLE NO. EGL469907**



000276