

## Appendix 3

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

2558  
COPY.

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 STEPNEY (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 Stepney was hereto affixed by Order } L.S.  
D. Frankel Mayor  
Wm. McCarty Town Clerk.

1929

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DATED 28TH OCTOBER 1929

K558

THE HONOURABLE EVAN F. MORGAN

to

THE STEPNY BOROUGH COUNCIL

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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.

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

*Welford Lewis*

TOWN CLERK.

k.

COPI.

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 aforesaid (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 aforesaid 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  
Tredegar Square Garden to  
Public and for management  
thereof by the Council dated  
28th October 1929.

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

*W. Alfred Jones*

TOWN CLERK.

k.



K558

DATED 20TH AUGUST 1954.

TREDEGAR BOW AND MILE

END ESTATES

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SUPPLEMENTAL AGREEMENT

of Tredegar Square Garden,  
Stepney

to

The Stepney Borough Council

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

*Wilfred Reeve*

TOWN CLERK.

*k.*

RECEIVED IN  
COMMISSION  
21 OCT 2001

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