

The King George V Playing Fields – Transfer in 1947

CHRISTOPHER JOHN HOGGER

In 1938 In November 1938 seven people – the Playing Fields Trustees – found themselves holding in trust a huge area of land – 31.548 acres, as then measured – in the heart of Effingham, under the expectation that the land would be transformed into suitable playing fields and a village hall. The covenant in the Conveyance allowed no other use of the land. They had worked for some years to get into this position and the story of how they did so is outlined in Article 13.

Although they had acted as the purchasing Trustees in order that the land from the Pauling estate could be acquired and safeguarded for these recreational and social purposes, they had not assumed that it would then fall to them personally to develop those facilities, still less to maintain them thereafter. Instead, they anticipated that the land would soon be transferred to an enduring corporate body which would hold the land in trust, while a locally chosen Committee of Management would separately take on the practicalities. Achieving this second phase would turn out to be another stony road.

Aftermath of the purchase

From such records as survive it appears that, during the few months following the purchase, there was not a great deal of activity in relation to the fields. After several years of intense work spent in securing the land the Trustees probably felt in need of some recuperation. However, pressure would gradually mount on them to bring this land to its intended purpose.

Shortly before the purchase had been completed, Parish Councillor Mr Joy, seconded by Mr Bull, had proposed that Effingham Parish Council (EPC) should enquire of Guildford Rural District Council (GRDC) as to whether it intended to schedule land in Effingham for playing fields. At its meeting on 18 January 1939 EPC noted that GRDC had replied saying that land originally zoned for this purpose had been deleted in view of the acquisition of land by the Effingham Playing Fields Committee (EPFC).

At the Annual Parish Meeting on 15 March 1939 Mr Joy moved that a letter be sent to GRDC asking if it intended to provide playing fields in Effingham. This was an odd question to raise given that it had already been raised by Mr Joy two months previously and been answered by GRDC. On 6 May *The Surrey Advertiser and County Times* published a brief article stating that GRDC would be replying to this question to the effect that it had already contributed £1,700 to EPFC for this purpose and considered that the needs of the parish in this respect had now been satisfied.

Meanwhile, the much-belated £300 grant towards the purchase from the King George's Fields Foundation (KGFF) had arrived, being sent on 19 April to Capt. McGowan, Hon. Secretary to the EPFC. It had been known from the start that it would not be handed over until after completion of the Conveyance.

At its meeting on 19 May, EPC resolved that the Clerk should enquire of EPFC – from whom most of the Trustees had been drawn – as to when the land would be officially opened to the public. This was reported in *The Surrey Advertiser and County Times* on 27 May. At the next EPC meeting on 30 June it was noted that McGowan had replied to say that the opening would need to await the construction of the special memorial entrance to the fields, details of which were quite closely prescribed by the KGFF (see Figure 1). On the 25th he had sent a design of the entrance to GRDC with the aim of obtaining planning consent; although the design showed a village hall McGowan stated that there was no current intention to proceed with that. The entrance was expected at that time to be located opposite the junction where Norwood Road opened onto the Guildford Road, as seen in the plan shown in Figure 2. However, two months later at its meeting on 16 August, EPC noted that the proposed location had been moved slightly westwards and that the updated designs had been sent for approval to the County Council.

It is noticeable that in this period EPC was expressing a little more interest in the playing fields, as though it now had some responsibility in the matter, despite having during the previous three years evidently not lifted a finger in aid of the purchase. However, this apparent interest may have been nothing more than agitation from the sidelines by Messrs Joy and Bull. Whatever the case, EPC's attention was turning towards the looming Second World War and after August the subject of the playing fields received no further attention from EPC for some years.

Drafting of the Trust Deed

At least a year before the completion of the purchase, EPFC had been mulling over suggestions from its *pro bono* solicitor Mr Williamson about the ways in which the land might subsequently be managed. In the summer of 1937 he was envisaging a Trust Deed being drawn up whose execution, following the Conveyance, would vest the land in a rather different body of Trustees (consisting mainly of ‘prominent’ residents) and also establish a separate ‘Committee of Management’ to manage the land and its future facilities in the manner intended.

A year later Williamson was starting to draft this Trust Deed, but ideas as to the vesting of the land had by now changed direction. The proposal now, as confirmed in a letter written on 20 September 1938 by the Trustees to Williamson, was to vest the land in the Official Trustee of Charity Lands (known today as the Official Custodian for Charities). The point at issue was that the individual Trustees might die or in some other manner become unable or unwilling to maintain their role. Finding new trustees in their stead might be difficult and, even if found, taking them on board would require a Deed effectively updating the Conveyance.

This complication was the consequence of the existing body of Trustees being unincorporated, that is, lacking legal identity: the Trust created by the Conveyance was specific to the purchasing individuals named in it. By contrast, the Official Trustee, being a particular office within the Charity Commission, was an invariant incorporated entity (for as long as the relevant law remained unchanged). The execution of the Trust Deed would be accompanied by the signing of a Vesting Order by the Charity Commission which would transfer the title of the land to the Official Trustee and immediately divest the purchasing Trustees of their trusteeship: they would become free of all legal responsibility for the land and its future use. This, then, was the thinking at this time but, as will be seen, matters would turn out differently.

In May 1939, six months after the purchase, Williamson completed the draft Trust Deed and sent it to the Charity Commission for its comments, requesting from it the form necessary for applying for a Vesting Order. The Deed made crystal clear in its first numbered clause that, upon execution, ‘... the Playing Fields Trustees shall cease to be the Trustees of the Trust Premises ...’, whilst most of its remaining and extensive content specified in minute detail the intended composition, responsibilities and conduct of the ‘Council [Committee] of Management’. Williamson informed the Trustees of his actions and mentioned a number of potentially problematic issues. He also urged them to shape up the Committee of Management as quickly as possible. On 30 June the Commission briefly replied to Williamson and raised no impediments, merely returning his documents and supplying the requested Vesting Order form. Williamson informed the Trustees of this on the following day, 1 July. From that date onwards nothing more about this matter appears in the archives prior to the Declaration of War upon Germany.

Soon after the outbreak of the war, Rev Bird left Effingham, leaving five Trustees still living in Effingham and one in Ripley.

During the war

The war did not arrive suddenly. Even in Effingham it had been anticipated long before it actually arrived. EPC Minutes were recording discussions of local arrangements for Air Raid Precautions as early as 1937. As the war got underway the Parish Council’s attention turned strongly towards war-related matters, as did the attention of everyone else, including the Trustees. Among these seven only one – Gordon Langley – had passed the standard retirement age; he lived relatively far away in Ripley and was in no position to oversee Effingham’s playing fields from day to day, still less to help shape their future management.

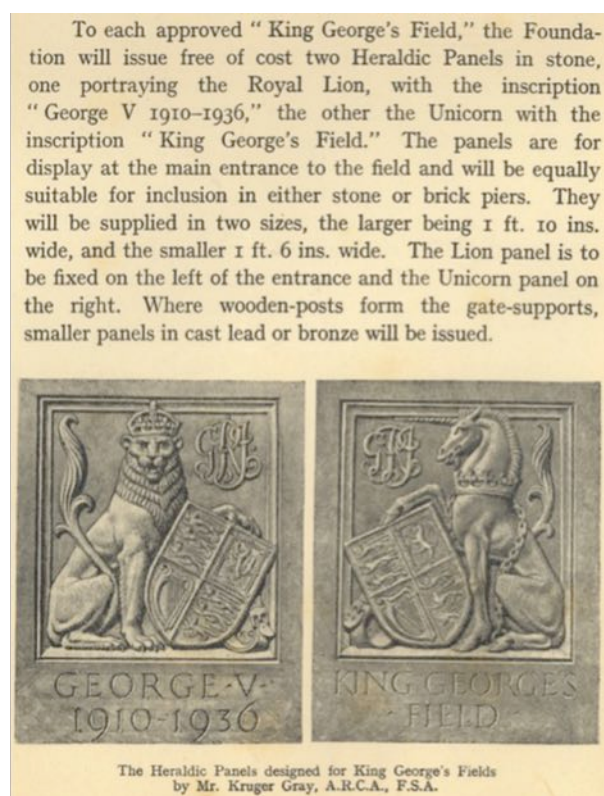


Figure 1 Heraldic panel designs specified by the KGFF for the King George's Fields.

Reverends Harold Floud and Francis Bird would become absorbed in new and intense burdens in the course of their ministries, dealing with the aftermaths of air raids, injured returning troops, bereavements, refugees and much else. Charles Nottage was a local farmer and active Councillor, but not likely to take an active interest in the legal subtleties of Trust Deeds. Sidney Williamson was busy with his mainstream legal work in London with solicitors Peachey & Co., whilst Aubrey Dibdin was commuting into London as a senior civil servant. Barnes Wallis, a senior aircraft designer with the Vickers Aircraft Factory in Brooklands near Weybridge, would famously become even more preoccupied with military aviation and munitions. The Hon. Secretary to the Trustees, Ivor McGowan, was still a practising barrister, whilst the Hon. Chairman of their former Committee, Joseph Stewart Adams, had a school to run. The Committee's Hon. Treasurer Nina MacNair had, by 1939, left Effingham. Clearly, the addition to their already busy lives of the wartime conditions, deprivations and new obligations rendered it inconceivable that the Trustees could accomplish anything significant concerning the playing fields for a long time to come. Still, as it happened, the issue of whether the Trustees were too busy was neither here nor there: before long most of the playing fields would be turned over to food production under the powers conferred by the Emergency Powers (Defence) Act.

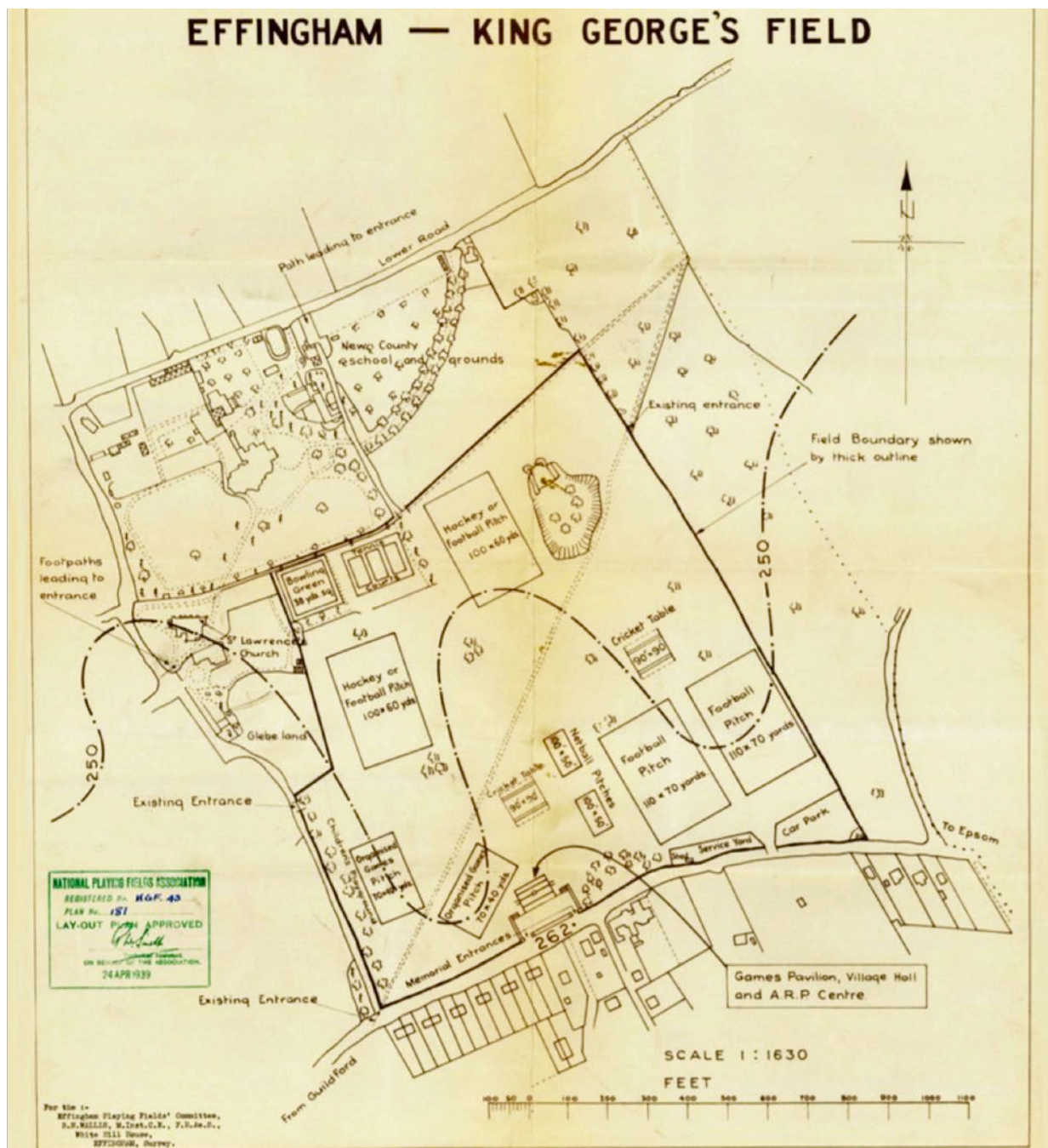


Figure 2 The plan approved on 24 April 1939 by the National Playing Fields Association.

Surviving records appear to say very little of the playing fields during 1940, except that in October Stewart Adams sent to McGowan a hand-written survey of the land, being particularly exercised by finding that a small shed used as a 'pavilion' had been vandalised. In March 1941 a more formal but brief report was sent by McGowan to the KGFF, at its request, supplying an update on how matters stood, as follows: a small part had been fenced off for public recreation, the rest being used by a farmer; the memorial entrance and the Trust Deed had been postponed owing to the war.

A little later in 1941 the wartime conditions were impacting upon the management of the land and, in particular, upon the use of it being made by the aforesaid farmer, Mr Ernest Arthur Killick. His interest had for some years been a significant thread in the playing fields story and it is now appropriate to digress somewhat in relating his early part in it.



Figure 3 Ernest Arthur Killick.

Ernest Arthur Killick was born in Effingham on 18 January 1891 to parents Arthur John and Caroline (née Evans) who had married in 1885. The family farmed at the property named 'West Lane Farm' in Orestan Lane. There had been Killicks in and around Effingham for hundreds of years. Arthur John had been appointed as the first (Civil) Parish Clerk in 1894, a position he held until his death in 1928. He was succeeded by his son Ernest Arthur to whom also fell the responsibility, shared with his unmarried sisters Clara Matilda and Florrie, of running the farm. Ernest Arthur's first wife Gertrude had died in 1919 after producing just one child. He did not marry again until 1947.

West Lane Farm was a farm of about 18 acres including dairying land in the vicinity of the farm house on which cows grazed, as can be seen in the photograph in Figure 4 which shows Arthur John with a cow

in a pasture bordering the former pond at the side of Orestan Lane (where today there stands an electricity sub-station). In the 1930s, however, Ernest Arthur began grazing cows in Mrs Pauling's park land – to become the playing fields – under an agreement he had with her. We do not know whether he did so because he had expanded his herd beyond what could be accommodated on his own land or whether Mrs Pauling's pasture was superior to his own. A glimpse of his cows on her park land can be seen in a photograph in Article 13 (Figure 5).

In the north-eastern section of that land there was a very large disused chalk pit wherein stood not only a few trees but also a number of cowsheds or barns. A former Effingham resident remembered that the cows used to be taken from this pit and thence through the exit from The Lodge onto Lower Road and from there to West Lane Farm for milking. A former resident Mary Elizabeth (née Procter) Dyer recalled that Killick also had cow sheds and facilities within the Lodge precincts as well as the Park.



Figure 4 Arthur John Killick with cow by the pond at West Lane Farm.

Henceforth in this narrative the term 'Killick' refers to Ernest Arthur.

In correspondence by Williamson it is stated that Killick had begun this arrangement in 1934 and paid Mrs Pauling each year a rent of £40 for a tenancy renewed annually. In September 1938 Stewart Adams, as Chairman of the Committee (EPFC), had made a verbal agreement with Killick that he would be able to continue on the same terms for another year with effect from 21 September. Two months later, on the day the purchase was completed, Williamson undertook to inform Killick formally of his rental obligations whilst impressing upon McGowan the importance of Killick being aware of the Trustees' need to undertake work on the fields; Williamson also cautioned that the tenancy would have to be for grazing only, noting that the former £40 rent had been for 'land with buildings', possibly referring to the farm sheds in the chalk pit mentioned earlier.

The archives record very little about the subsequent actions of the Trustees or of Killick during 1938-40, but it is evident that a strip of a few acres in the south-western part of the land was fenced off as an area for public recreation, whilst Killick was renting the remainder; the latter included the south-eastern part designated as a football field. This was used in each footballing season when, presumably, the cows were kept away from it, and had been used as such even before the purchase in 1938.

On 20 October 1939 Williamson informed McGowan that he was drafting a new Agreement between Killick and the Trustees. The income from Killick would be subject to tax relief (but this was probably conditional upon renting out land only, not farm buildings). Williamson also advised that the Agreement could not operate so as to prevent Killick from complying with any Governmental requisition order requiring the grassland to be ploughed up for food production.

There was a continuing tension between Killick and the Trustees concerning the fence between his grazing area and the recreation strip. The cows liked to rub themselves on the posts, so loosening them,

and the local children like to vandalise the fence (and indeed anything else in the village), the consequence being that cows and the public were never securely separated. In October 1940 Stewart Adams mentioned Killick complaining about this and suggesting the fence be given a strand of barbed wire. There had also been problems with the hedge boundary between the football field area and the Guildford Road, again rendering the cows insecure. This problem had arisen from the hedge having been cut down to an excessive degree by the County Council (without notifying the Trustees), as McGowan explained to Killick later that month.

The problems with the fence continued. In the Summer of 1941 Killick may have contacted the Surrey War Agricultural Committee (SWAC) about the matter, possibly complaining that doing his bit for food production was being compromised by the inadequate means of keeping his cows separated from the public. SWAC responded by ringing up McGowan on 7 August to suggest that the fence be fortified with barbed wire. McGowan must have queried the feasibility of this, given that there were now strong restrictions on the use of such materials, because SWAC wrote to him the following day enclosing a permit for the ordering of two rolls of the wire. After obtaining quotations from several companies McGowan engaged the local firm R W Scott & Son to install it.

On 1 July 1942 Killick – whose Agreement had now expired – wrote to Stewart Adams, as Chairman of EPFC, apparently suggesting that he might not wish for a renewal; he raised the problem of trespass upon the grazing land, including the football area, and seemed dissatisfied with the level of rent. Stewart Adams replied on the 9th with an offer from the Trustees, approved by Williamson, of a renewal on the same conditions as before, saying that if this offer were not accepted then the grazing land would be put out for tender.

Killick now notified SWAC that he had decided against renewal. SWAC's Secretary Mr Lower then wrote to Stewart Adams on the 24th stating that Killick wanted to plough up most of the playing fields in order to grow arable crops with which to feed his cattle, but was unable to do so because he had no (secure) tenancy over the land. Mr Lower suggested that Killick should be given security of tenure and then expressed the following sentiment, mixing sweet reasonableness with a hint of menace:

‘You will, no doubt, appreciate that in these times it is essential to make use of every available plot of land for food production purposes, and it would be of great assistance to this occupier if such a tenancy would be arranged, as it would enable him not only to produce more food, but also to maintain and possibly increase his milk production. The Committee [SWAC], furthermore, are of the opinion that the majority of this land, perhaps all of it, should be ploughed up for the growing of crops, and in the event of your being unable to grant Mr Killick security of tenure it may become necessary for this Committee to serve Directions on the owners of the land to carry out the necessary works of cultivation themselves.’

On 3 August McGowan typed out a record of a telephone conversation he'd had that day with another SWAC official Mr Powell in which he had pointed out the Trustees' constraints arising from the covenant in the 1938 Conveyance and from the stipulations of the KGFF. It was acknowledged that if a tenancy could not be granted with security of tenure then the SWAC could either direct the Trustees to cultivate the land or else requisition the land and provide compensation. If the land were requisitioned then that status could continue for three years after the war ended. McGowan wrote:

‘Actually the SWAC could simply walk in if they chose, but they much preferred in these cases to settle matters amicably with the Owners.’

The outcome of the conversation was agreement that the best course of action would be for the Trustees to opt for requisition.

The Trustees must then have spent the next week or so conferring on the options, perhaps also sounding out Killick. On the night of the 17th, Wallis (the Trustees' heavy guns), McGowan and Dibdin held a meeting with SWAC in Guildford to hammer out the basis for a deal. The details of the Trustees' proposal were set out in a long letter written by Wallis the next day to Lower. Further correspondence flowed back and forth during the rest of August in the course of negotiating details.

On 4 September Lower wrote to McGowan intimating that both parties were now agreed as to which land would be requisitioned and on what arrangements with Killick; he asked the Trustees to confirm to SWAC their approval to which McGowan replied in the affirmative the following day.

The arrangement the parties came to is best presented using the map shown in Figure 5.



Figure 5 The plan for the uses of the various parts of the playing fields during the war.

The south-western light green section (about 3.5 acres) would be for public recreation and fenced off from the rest – the blue heavy-dotted line indicates the fence (on which the barbed wire had been installed). The inner darker green rectangle was the planned position for the memorial entrance, car park and village hall.

The north-western light green section (about 1.6 acres) would be reserved for a bowling green and tennis courts.

The north-eastern pink section (about 10.2 acres) was the land requisitioned and included the old chalk pit with its sheds. This was let to Killick by SWAC with the understanding that it would be used to grow winter feed for his cattle. Compensation to the Trustees for the requisitioning was set at £9-10s-0d per annum. By January 1945 this section (other than its fenced-off chalk pit) would have been ploughed up.

The blue section (about 16.2 acres, including the football field) was to be let to Killick by the Trustees and would remain grassland. After further negotiations extending into late October 1942 the auctioneers White & Sons of Dorking were engaged to establish the appropriate level of rent for this section. The figure of £12-10s-0d per annum was eventually agreed. The Trustees thought that Killick had got a good deal overall in terms of rent per acre compared to what he had been paying in Mrs Pauling's time.

With the essential arrangements established, further correspondence between the Trustees, SWAC and Killick rumbled on into the Spring of 1943, with Killick apparently raising questions about public rights and SWAC's authority, but these were answered with clarity and firmness to him in a letter dated 3 May from Williamson's firm Peachey & Co.

By this time the Trustees had reduced in number to six (five still in Effingham), as Mr Langley had died on 20 February 1943. On 18 April 1943 McGowan's first-born child, Alexander Whitworth McGowan serving with the Royal Indian Army Service Corps, died in a Bombay hospital aged 30.

In mid-May Wallis, who had been under intense pressure for months, entered the most critical phase of the bombing raid – of which he had been the architect – upon the Ruhr dams. Amidst all his responsibilities and anxieties in this period he could have done without being drawn into minor quibbles about the grazing of a few cows.

Mr Joy's name now pops up again. At EPC's meeting on 2 June he continued his historic pattern of posing needling questions of which he ought to have known the answers. Backed by Mr Bull, as ever, he now persuaded the Council to instruct the Clerk – Killick – to write to GRDC 'and ask what information respecting this land purchased for Playing Fields they could give.' The subject was not mentioned again in the EPC Minutes until nearly a year later, on 26 April 1944:

'Effingham Playing Fields

The Chairman said he had made enquiries respecting this matter and was informed that the land was registered with the National Playing Fields Trust [sic] and administered by appointed Trustees.'

This could not have told anyone – including Mr Joy – anything they had not already known for years.

By now another Trustee had departed, not from this life but from Effingham. Rev Harold Arthur Floud, who had been the Vicar at St Lawrence Church since 1932, had decided to take up the living at the parish church of St Mary Magdalene in Shabbington, Buckinghamshire. At a farewell party held for him at the Effingham WI Hall on Saturday 11 September 1943 his friends presented him with a silver inkstand and a cheque for £100, as reported a week later in *The Surrey Advertiser and County Times*. Tribute was paid also to his wife Marion and her work as Senior Section Leader at the Red Cross Detachment and First Aid Post in Bookham. These sentiments were endorsed by fellow Playing Fields Trustee Charles Nottage, who was Floud's churchwarden at St Lawrence. Rev Floud said that he and Marion had enjoyed eleven happy years in Effingham but felt that the parish needed a younger man, whilst if he did not make his own move now then he would be too old (being already 65) to take up fresh work.

On about 8/9 March 1944 Mr Nottage died. His funeral took place at St Lawrence on the 13th and Rev Floud returned to Effingham to officiate jointly with his successor Rev John Walter Reynolds.

An account of the proceedings headed 'Life of Public Usefulness' was published on the 18th in *The Surrey Advertiser and County Times* and included this paragraph:

'He was for many years churchwarden and had rendered great services to the village which he represented on the Guildford Rural District Council. He was a member of several organisations and committees and devoted much time to his many public duties.'



Figure 6 Harold and Marion, probably at The Vicarage.

Only four Trustees now remained in Effingham – Wallis, McGowan, Dibdin and Williamson. On 21 April McGowan wrote to Rev Reynolds a long letter giving the history of the playing fields, as Reynolds had expressed to Stewart Adams an interest in understanding the position. McGowan's letter said that this interest had arisen because 'as Vicar you are *ex officio* a Trustee'. The latter point was not clear-cut, however,

because the original Conveyance, although recording that Floud had been the Vicar, did not state explicitly that his inclusion in the transaction was by virtue of that position.

By early 1945 the end of the War in Europe was in sight, although still distant. On 16 January Hitler, Eva Braun, Martin Bormann and the Goebbels family took refuge in the Führerbunker; the Red Army entered Warsaw on the 17th; on that same day the Allies declared the ending of the Battle of the Bulge, the failed attempt by German forces to mount a counter-offensive in the Ardennes; the next day the German army began retreating in East Prussia; on the 27th Soviet troops entered Auschwitz and on the 30th the Red Army was within fifty miles of Berlin. Yet there would be many months of destruction and bloodshed to come before the tyranny of the Third Reich would be finally extinguished.

It may be that a sense of impending cessation of war was responsible at this time for a renewal of activity concerning the Trust Deed. On 7 February 1945 Wallis wrote to McGowan. He had looked again at Williamson's earlier draft and had concerns about the structure, representation and size of the proposed 'Council of Management'. Dibdin was also struggling with this matter, stressing to Wallis on 30 March the importance, as he saw it, of ensuring that this body would always have a permanent core together with a second element representing all the inhabitants and a third representing recognized organisations: moreover, he also wanted it to have no power to change its own constitution, lest the ideal composition eventually lose its intended balance.

A new figure was to emerge among the Trustees, Mr Geoffrey Johnson who had come to live in the village at 'Dalehurst' in Orestan Lane in the late 1920s. He had married in 1931 and worked as a building contractor and joinery manufacturer. Following the death of Nottage, GRDC was able to nominate a replacement *ex officio* Trustee and chose Johnson for the position. Their official confirmation of this was sent to McGowan on 2 May.

Johnson had already met with Wallis, McGowan and Dibdin to discuss the draft Trust Deed. McGowan sent their proposed amendments to Williamson on 17 April.

He also sent a very long letter on the 30th to the National Council for Social Services (NCSS), provider of a Model Deed for Village Halls, setting out the history and objectives of the project and then posing six rather tortuous questions which seemed to stem largely from an anxiety that the proposed Committee of Management might not be capable of funding and building a village hall on the playing fields.

The gist of the questions was whether an 'Appeal Committee' might operate in parallel with the mission of establishing the hall and have appropriate authority to do so.

The War in Europe finally ended and was celebrated as VE-Day on 8 May.

After the war

Wallis, McGowan and Dibdin met with NCSS staff in Bedford Square, London on 14 June 1945. It became clear that NCSS's current model deed would not suffice as it could not deal with both a hall and playing fields.

The meeting with NCSS did not so much clarify ideas as to further complicate them. The Trustees were advised by NCSS to consider using its model Deed for the playing fields together with a separate Deed – having a different management scheme – for the hall. On the same day as the meeting had taken place the NCSS wrote to Sir Lawrence Chubb, General Secretary of the NPFA, explaining the issues and seeking advice. This letter contained the following paragraph spelling out the dilemma in the minds of Wallis and his colleagues, specifically that whilst wishing to pass on their role as Trustees for the playing fields they also wanted to retain control over the matter of the hall because they believed that only they had the capability of bringing that project to fruition:

'We gather that the trustees now desire to establish a committee to develop, manage and control the Playing Field, but that they are anxious to retain control of the Village Hall part of the scheme, as it is felt that their individual drive and initiative will be required for launching a satisfactory Village Hall scheme.'



Figure 7 Geoffrey Johnson in about 1973.

Chubb's opinion was not what the Trustees wished to hear. His belief was that the trust engendered by the existing Conveyance personally bound the existing Trustees to ensuring that its terms were carried out and that this position could not be altered except perhaps with the sanction of the Charity Commission. In a letter written to McGowan on 6 July Wallis described their situation in these quite telling words:

'In Sir Lawrence's mind, and apparently also in Law, the Trustees whose names are quoted in the Conveyance are not the mere stooges that we have always considered ourselves to be, but they are legally bound to see that the conditions laid down in the Conveyance are truly and properly carried out ... the Trustees are not at liberty to retire as a body, and that to do so would be held to be an alteration in the Trust, and would involve the sanction of the Charity Commissioner ... the substitution of the Official Trustee of Charity Lands for the private individuals referred to in the Conveyance may be regarded in Law as an alteration of the terms of the Trust.'

Wallis went on in this letter to declare that he, for one, in the light of these problems was personally prepared to serve as an active Trustee, 'undertaking the duties and obligations which we have apparently unwittingly incurred'. As a residual point, he questioned whether Johnson was in fact 'a full and legal substitute for Mr Nottage' without a Deed of Appointment having been executed, and suggested that GRDC be consulted on this. A couple of months now passed without apparent progress on these matters.

On 15 August a handful of residents, led by Harry M Hughes of 'Talpa' in Station Road, wrote to GRDC requesting 'full information on the plans for development of the Effingham King George V Memorial Playing Fields' arising from their wish to erect a temporary hut on the land to accommodate various social functions. Why they thought GRDC might have anything to say about this is an open question, although it may be no coincidence that one of their number was Mr Joy.

He seems never to have understood – or perhaps never wished to acknowledge – that the Trustees were the authority on such matters; or perhaps he thought that by always channelling these queries through GRDC a pressure could be brought upon the Trustees that he could not himself exert. However this may be, GRDC told Hughes that his query was not its concern and referred his letter to McGowan who in turn wrote to Hughes giving a quite detailed account of how matters stood, explaining that a Council of Management was to be set up and suggesting that the issue of the hut should be deferred until then.

Meanwhile, a new small local body had emerged calling itself the 'Village Improvements Committee'. Mr Joy appears to have been its spokesman. On 20 September Mr Fred J Betts of Norwood Road, describing himself as the Hon. Secretary of this new group, informed the Trustees that a public meeting had been held on the 12th at the Effingham WI Hall and that the question had been raised as to whether the football field would be made available for the impending season. McGowan replied on the 29th to confirm that the football field would be available.

On 22 September an article about that meeting had been published in *The Surrey Advertiser and County Times*, stating who had been present and describing one of them, Mr Joy, as 'representative on the Rural District Council'. This evidently irked Johnson in his position as GRDC's undisputed representative for the Parish of Effingham, whereupon he wrote a forthright letter on the 29th to the *Advertiser* setting the record right, as he saw it, on Joy's status. This provoked a much longer reply on 6 October from Joy who pointed out that he represented EPC on GRDC's Rating Committee. Besides this, the general thrust of his reply was that the village had been promised 'seven or eight years ago' that plans were in hand for the laying out of playing fields which had not yet materialised. Among other gripes he noted that 'a number of boys and girls in the village have been sent away for misbehaviour [and] unfortunately some girls still in their teens have met worse fate' and that these outcomes might have been avoided had there by now been a venue in which to hold a youth club. Ignoring the fact that there had just been a worldwide war, his implication was that by having failed so far to provide facilities the Trustees had contributed to the village's quota of borstal committals and teenage pregnancies. The full details of this little spat can be viewed in Appendix I.

During September Wallis had been discussing the draft Trust Deed with Williamson. On the 21st Williamson wrote to McGowan saying that he had revised the draft so much as almost to make it a new Deed. Changes among any Trustees would have to await an Inaugural Meeting held by whatever new governing body would come into being – the long-mooted Council of Management. At this stage it was still being envisaged that the land would be vested in the Official Custodian.

A few days later Williamson wrote briefly again to McGowan noting that, following an exchange with Killick, he was unclear as to whether the latter wished to renew his tenancy.

Very little seems, from surviving evidence, to have happened during the next six months, although there was probably a good deal of undocumented discussion between the Trustees. On 14 March 1946 Wallis

and unnamed others met with Effingham Cricket Club whose ground on the Common had suffered 'extensive damage' during the War from military occupation. The Club was considering whether to continue on the Common or instead to move to the KGV Playing Fields.

On the 16th Wallis wrote to Williamson sounding out the possibility of the Trustees leasing a cricket square to the Club. He also wrote on the same day an inordinately long, elegiac and enthusiastic letter to the Club. In this he included an extensive account of what he hoped the eventual village hall would look like, making it sound more like a leisure complex. Despite all his welcoming words, however, the Cricket Club decided to remain on its familiar ground.

Transfer of trusteeship

On 16 April 1946 Effingham's local government landscape underwent something of an upheaval. Ever since its formation in 1894 the Parish Council had elected its Councillors each year by a show of hands, and for much of the time was a self-perpetuating clique. This was common practice across the land but, by denying privacy to the voting process, was open to abuse and was unpopular. From 1948, through the provisions of the Representation of the People Act, the voting would have to be undertaken by prior nomination of candidates and a secret ballot. In Effingham it had already been decided that EPC's election in April 1946 would use this new system.

The result, perhaps quite unexpected by the incumbents, was that most of them were swept away. These included Arthur Henry Lord, who had chaired the Council for seven years, Thomas William Plowright West, William Butcher and Walter Henson. Out went Messrs Joy and Bull. The only survivor was Geoffrey Johnson. Joining him in the new Council, being all new blood, were Messrs Barnett, Flack and Docker together with Rev Reynolds, Major Farrar and Barnes Wallis.

Thomas Cyril Lister Farrar and his wife Olive May (née Preston) came to Effingham from Walton-on-Thames in about 1936, settling in 'Romany Cottage' (now named 'Squirrels') on Effingham Common. He had had quite an interesting past.

Born in Derbyshire in 1887, Thomas had married firstly in south-east London on 18 January 1908 to Dorothy Seymour, whose origins and prior life have so far resisted determination. They took up residence in Wallasey and then in the Mossley Hill district of Liverpool, where the 1911 Census finds them living in Beechdale Road. His name was given in full and his birthplace of Buxton entered accurately. He was occupied as a pupil teacher at a business training college. Curiously, his wife's forenames were entered on the form as Amy Amelia and her birthplace as 'believed to be Kent, Woolwich'; her age was given as 25.

In 1912 Dorothy began an affair with a sea-going surgeon's assistant Morgan Hector MacDonald Rees, whose origins are also mysterious. Presently she ran off with him to Bristol. In mid-January 1914 Farrar, now residing again in Wallasey, was granted a divorce, with costs, the details of the case being reported in several newspapers. Nothing is known of what became of Dorothy or Morgan. The whole matter is very strange.

On 15 April 1916 Farrar remarried, to Olive May (née) Preston, at St Paul's Church in Canterbury. By now, with the Great War in progress, he was serving in the Army. In early July, then in the Loyal North Lancashire Regiment (Territorial Forces), he was promoted from 2nd-Lieutenant to temporary Captain. He was made Captain in July 1917. In 1919 he entered the ranks of the Military Police, being appointed a Deputy Assistant Provost Marshal (Staff-Lieutenant). By 1920 he was living in Wareham, Dorset at 'Tree Tops' in Worgret Road.

In May 1925 he joined the newly-fledged BBC as a narrator, becoming well-known throughout the country in his persona of 'Uncle Ajax' for the radio programme *Children's Hour*. By 1928 he and Olive were living in York Road, Weybridge parish, at a house named (again) 'Tree Tops' and by 1930 had moved to



Figure 8 Barnes Neville Wallis, photographed during the War by Michael A H Christie, Ministry of Aircraft Production's official photographer.

nearby Oatlands Close in neighbouring Walton-on-Thames parish and yet again at a house named 'Tree Tops'. He was made an Honorary Major in April 1945.



Figure 9 Thomas Cyril Lister Farrar in 1939 and his second wife Olive May.

In Effingham he apparently resisted – or was discouraged from – renaming Romany Cottage as 'Tree Tops'. At the EPC meeting on 16 April 1946 Farrar, proposed by Wallis, was elected unanimously to the position of Chairman. Presiding over this, for him, first EPC meeting, Farrar had a rather routine agenda to follow. The main topics – as they would be for many meetings ahead – were the bus shelter, re-siting of the post office, allotments and the search for a new burial ground site. The matter of the playing fields would not be mentioned by the Council until late September.

Wallis was meanwhile attempting with Williamson to get their options clear. Having met to discuss this, Wallis wrote on 13 May to Williamson summarizing their thoughts. Williamson had expressed caution about moving too quickly to put a new Trust Deed in place because he sensed that the Government might presently bring in nationwide arrangements for playing field provision, having showed some stirrings in that direction. As an interim possibility he had suggested one option would be for the present Trustees to form a Council of Management. Another option, 'given a suitable and willing Parish Council', would be for the Trustees to lease the playing fields to EPC (and terminate Killick's tenancy at the same time) and let EPC be the Council of Management. Wallis thought that the latter option was best but set out both schemes in full as an attachment to his letter. Williamson replied on the 16th and, with these interesting words, agreed that this option ...

'... would, if adopted, focus local attention on the Parish Council and ensure its recognition as the controlling influence in the village and as such a Body of considerable responsibility involving initiative and necessitating amongst other attributes, ability.'

One gets the sense that, in a veiled way, Williamson was indicating that these were the qualities a Parish Council ought to possess but which this one had perhaps not so far demonstrated.

A week later, Reverends Floud and Bird were invited to resign their trusteeships and responded to McGowan notifying their intention to resign. On 3 June the NPFA wrote to McGowan asking for an estimated date at which the scheme for managing the fields would be completed. McGowan replied pointing out that SWAC had not yet indicated when the requisitioned land could be released, but that it was hoped soon to return the football area to use.

McGowan, Dibdin, Johnson and Wallis held an important meeting at the latter's home on 18 June. There they agreed to ask Williamson to 'transfer' (in some manner) the playing fields to EPC. They also decided to buy for £20 a large Army Hut belonging to the Golf Club and, at a cost of £80, re-erect it on the playing fields on a concrete foundation for use as a pavilion supplied with water and electricity. McGowan accordingly wrote to Williamson on the 22nd asking him to effect the transfer, by either a lease or a conveyance as he saw fit.

On 21 July a letter was sent to EPC from the Parents' Association of the Howard of Effingham School wishing to be one of the groups represented on any future body managing the playing fields, it having been brought to the Association's notice that the fields 'will at some future date be brought under the jurisdiction of the Council'. Thus it seems that the Trustees' ideas on this had somehow become known more widely. McGowan replied, confirming the intention and stating that all interested groups would have the opportunity to be represented. During the next 2-3 months not much visible activity took place, except that the hut was duly established on the fields with utilities installed.

There was a significant change on the Parish Council however – after 18 years' service as Clerk, Mr Killick resigned with effect from 29 September. His position was taken over by Major Herbert Oliver Cundall, seen in Figure 10 as pictured in *The Bystander*, issue of 13 March 1935. Cundall had been a member of the EPFC for ten years and was therefore entirely familiar with the playing fields project. His background was, very briefly, as follows.

Cundall was born on 20 October 20th in Cottenham, Cambridgeshire to parents James Cundell [sic] and Biddy (née Furbank) who had married in 1884. Biddy had previously produced at least one child out of wedlock, and so Cundall was raised with a step-brother Fred twelve years older than himself. James died in 1889 and so Cundall would have been fatherless at the age of four. The 1891 Census finds Biddy (as 'Bridgett') in Cottenham widowed with four children, the youngest just a year old, working as a charwoman. Cundall's early life was probably a difficult one. By 1901 he was away from home, boarding about ten miles away in Great Wilbraham and working as a grocer's apprentice. The 1911 Census finds him living in Cambridge with an unmarried aunt Annie Mary Westgate and working as a Post Office clerk. In 1914-15 he was still living with her at a different Cambridge address.

Cundall's military service in the Great War has left very little record. Medal records indicate that he joined the Suffolk Yeomanry, one of the battalions of the Suffolk Regiment, and served in the Balkans theatre of war. He rose in rank to Squadron Sergeant Major and temporary Regimental Sergeant Major. A *London Gazette* entry on 12 November 1920 records his relinquishing the rank of Major on ceasing to be employed as Assistant Commandant in command of administration and inspection at a School of Instruction.

In 1930 he married Dorothy Maud (née) Curry. In 1931 she was mentioned in a local newspaper as being of "Effingham Manor Golf Club". Cundall was working there as the club's Secretary. They evidently played a strong part in the community's life. At Christmas 1933 Cundall, in the role of Father Christmas, distributed gifts to 120 children at a party held in the Effingham WI Hall organised by the local British Legion branch, the Christmas tree having been decorated with lights by Dorothy.

During 1935-52 Cundall lived with Dorothy and her invalid mother Alice Maud at the 'Dormy House' in Beech Avenue, except that in 1939 Cundall was living away from them, in Hendon, and working as Secretary to the Mill Hill Golf Club.

The 'Dormy House' served for a long time as a useful adjunct to the Golf Club for accommodating staff or visitors. It was one of several houses in the village that were owned by Williamson, and so Cundall was his tenant there.

In 1944 the Dormy House was severely damaged from the nearby explosion of a V1 'doodlebug' flying bomb, with lesser damage inflicted upon at least a hundred other houses in the village.



Figure 10 Herbert Oliver Cundall
Mary Evans Picture Library



Figure 11 Aerial view, westwards, of Beech Avenue, c.1928-29. The left-most house was 'Greenways' and the near-centre house was the 'Dormy House', both owned by Williamson. At far right is the cluster of properties around the main crossroads, including Effingham House which at this time was just on the point of becoming the Golf Club's headquarters. 'Greenways' was later renamed as 'Conyngham House' and the 'Dormy House' as 'Long Meadow'.

At the end of October 1946 the Effingham Playing Fields Committee took steps to dissolve itself, transferring its remaining money to a new bank account for the Trust. At EPC's meeting on 4 November Major Farrar announced his intention to resign the Chairmanship 'owing to a change of residence' but said he would for the time being remain on the Council and attend as many meetings as possible. In the event he attended no more meetings and resigned from the Council in February 1947. Having retired from the BBC in January, Farrar moved to the Isle of Wight and became much involved in Church matters there. He was ordained in 1953 and became the Rector of Gatcombe.

Meanwhile, at its next meeting on 18 November 1946, EPC elected Wallis as Chairman. Three days later Wallis set the end game in motion, writing to Williamson:

'Public feeling in the Village is growing strong about the long delay on the part of the Trustees to declare their policy with regard to the Effingham King George V Playing Fields, and the Trustees, the Parish Council and the local Press are receiving letters from disgruntled villagers who want immediate steps to be taken to develop the parts of the ground now released by the Surrey War Agricultural Committee. ...

I am now, owing to Major Farrar's imminent departure from Effingham, Chairman of the Parish Council, and am more than ever convinced of the desirability of handing these Fields over to the Council at the earliest opportunity. Indeed, I think that the general opinion of the Trustees has now swung so far in that direction that they would be prepared to execute a Deed of Transfer, vesting these Playing Fields in the Parish Council ... we should be deeply grateful if you could hasten the completion of the necessary deed so that the Trustees can declare that the ground is now in the hands of the Parish Council.'

Williamson replied straightaway confirming his view that this was the best option – he had tried to work out a lease arrangement but found that 'it would not go at all'. He expressed his 'own personal conviction' that the Parish Council was 'best qualified to govern the future of the Fields and to obtain the assistance necessary to the fulfilment of our hopes and aspirations for the good of Effingham'. On Christmas Eve he wrote again to Wallis saying that, having consulted Counsel on some points, the draft Deed was ready and would be sent to Wallis for perusal.

At a meeting of EPC on 6 January 1947 Wallis read out a letter from Williamson offering to convey the Playing Fields to the Parish Council in perpetuity. Cllr Rev Reynolds proposed that the Council should accept the gift and Cllr Flack seconded: the resolution was carried unanimously.

During the following month there was a little more correspondence between Wallis, McGowan and Williamson on some legal points, but Williamson seems to have handled all these in his stride. On 6 February 1947 Wallis sent a finalized version of the Deed of Transfer to Williamson bearing the signatures of all the other Trustees. The latter included Reverends Floud and Bird because their earlier notices of resignation had carried no legal force and Williamson had in any case been unaware of them.

At an EPC meeting on 17 February Wallis presented the original Conveyance together with the gifting Deed of Transfer, explaining in detail what the intentions of the Trustees had been, especially with regard to the setting up of a Committee of Management. The only remaining formality would be obtaining the consent of the Charity Commissioner. The Deed already bore the date of 17 February.

For the Parish Council, the signatories were Wallis and Rev Reynolds. Williamson had advised back in December that Wallis could sign for both parties: on the one hand as an individual Trustee and on the

other as a representative of the Parish Council. The transfer of responsibility as it affected Wallis had the slight flavour of a conjuring trick, magically conveying an object from the left hand to the right.

The Deed of Transfer is presented in Appendix II. The complete document also included the 1938 Conveyance as an integral component and so its cover refers to both items. The Conveyance can be viewed in Article 13 (Appendix IV).

Looking back, the purchasing Trustees – and other individuals – had in earlier years spent hundreds of hours of their lives getting all this into place while the Parish Council took no significant interest in the matter and most certainly wanted no responsibility for it. Now, in early 1947, the Parish Council was content to take on both the freehold and the entire responsibility for the Playing Fields, without even a management committee in sight. What had made this possible? The short answer is the transformation of the Parish Council in 1946. How that came about we can only speculate. It may be that Wallis, Farrar, Johnson and others had laid suitable groundwork in the community to make their election as Councillors likely. We shall probably never know, but once Wallis had become Chairman the rest was inevitable.

It is interesting to ponder the question of whether, had EPC had a different mentality back in 1935, the ten years of hassle undergone by the purchasing Trustees could have been avoided. Assuming that GRDC, the KGFF and the two principal donors had remained willing to contribute, might EPC have been able to raise, by one means or another, the remaining £750 and thereby purchased the fields directly from Mrs Pauling while she was still alive? The answer will depend upon the scope and powers of Parish Councils at that time, and should be capable of determination.

ILLUSTRATIONS

Figures 1, 2: archives of Effingham Village Recreation Trust

Figures 3, 4: donated by Douglas Milsom

Figure 5: distilled by Christopher John Hogger using archives of Effingham Village Recreation Trust

Figure 6: donated by John Richard Floud

Figure 7 and Appendix II: courtesy of Effingham Parish Council

Figure 8: Imperial War Museum, Catalogue Ref: HU 92132: reproduced under Non-Commercial Licence

Figure 9: donated by Richard Farrar

Figure 10: reproduced by permission of *Illustrated London News* / Mary Evans Picture Library

Figure 11: from an original photograph lent by David Hefford

Figures 12-14: from the British Newspaper Archive, by kind permission of Reach plc / *Mirrorpix*

ACKNOWLEDGEMENTS

ELHG is grateful to Effingham Village Recreation Trust for permission to scan and reproduce selected early material from the charity's archives, and to Effingham Parish Council likewise in respect of the 1947 Transfer contained in the title deeds to the King George V Playing Fields.

APPENDIX I

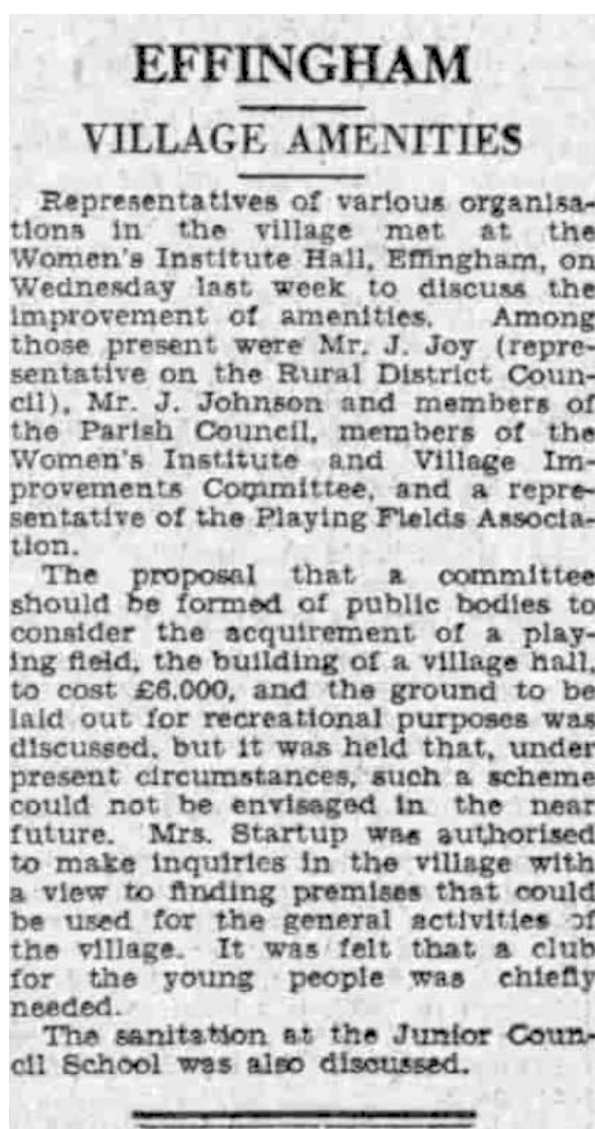
The Johnson vs Joy Altercation in the Press, September and October 1945

Figure 12 *The Surrey Advertiser and County Times*,
22 September 1945.

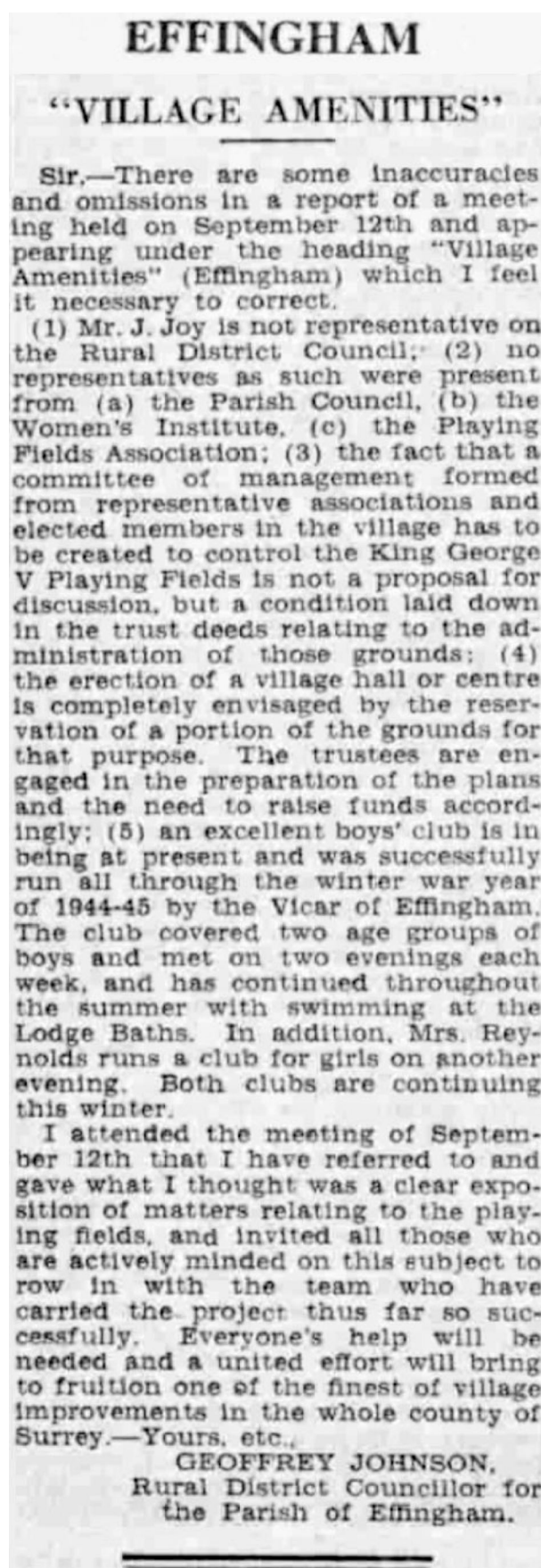


Figure 13 *The Surrey Advertiser and County Times*,
29 September 1945.

EFFINGHAM

VILLAGE AMENITIES

To the Editor

Sir.—As I was chairman at the public meeting which you reported on September 22nd, concerning which you published, on September 29th, a letter from Mr. G. Johnson stating there had been inaccuracies and omissions in the report, may I be allowed to answer Mr. Johnson's five corrections?

(1) Mr. J. Joy represents the Effingham Parish Council on the Rating Committee of the Guildford Rural District Council. (2) Members of the Parish Council at the meeting, as reported by you, were Messrs. Bull, Henson, Johnson, and Joy. Also present were Mr. Betts, of the Village Improvements Committee, Mrs. Startup, a very valuable social worker in the village, and last, but not least, Mr. Geoffrey Johnson, trustee of the playing fields. (3) The Parish Council has no information from the Rural District Council, trustees of the playing fields, or any other body, that a committee has or will be formed to control a playing field in Effingham. (4) Seven or eight years ago I recollect the chairman of the Effingham Playing Fields Committee (in a letter published by your paper) stating that plans were in hand for the laying out of the playing fields. (5) I was not aware that any club that has been or is being run in the village was criticised at the meeting, or in your report.

In conclusion, may I be allowed to make the following remarks? A number of boys and girls in the village have been sent away for misbehaviour. Unfortunately some girls still in their teens have met worse fate. Parents think if there was a club that could attract these children from the lanes and fields of an evening, it may ease an unpleasant situation.

Some years ago funds were asked for from the public to provide a recreation ground for the village. It was rumoured that local rates may have been used when the land was purchased. Since then we have heard of plans for a beautiful entrance gate, swimming pool, tennis courts, etc., which, I am sure, the village think are connected in this scheme. All that has happened since then is more children being sent away.

Now we are told of a plan to build a village hall on the ground which will cost £5,000 or £6,000 to build. We realize this hall must be furnished, also lighted and heated, and a caretaker provided. We assume it will have to be self-supporting. Therefore, we believe the charge for the hire of this hall would not warrant it to be used as a club-room for the youth in the evenings.

Parents and youths attended that public meeting to try and find a way to improve a social problem. Therefore, before anyone belittles such a meeting, they should associate with and try to understand those whom some of us profess to represent.—Yours, etc.,

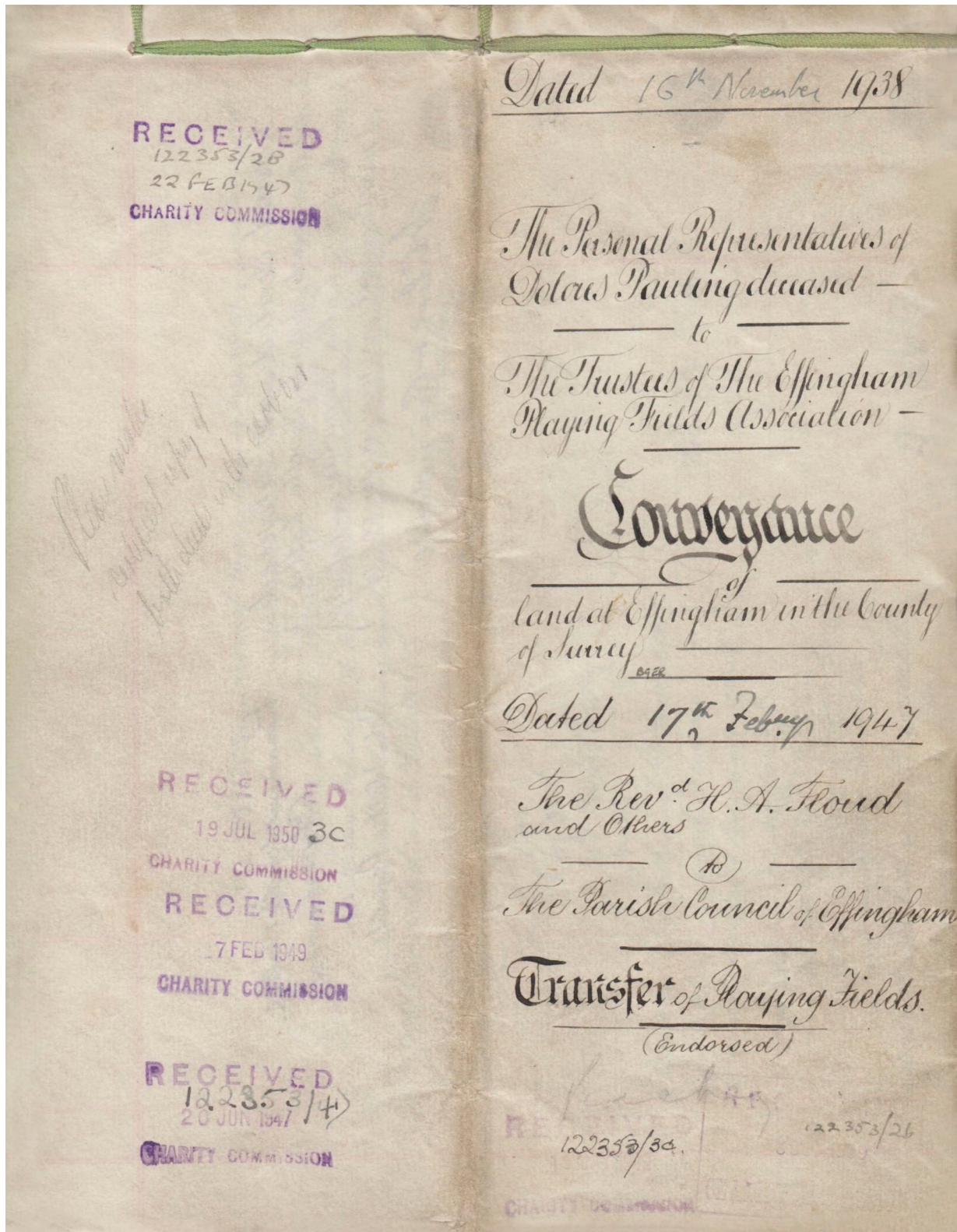
J. JOY.

"Views," Effingham, Surrey.

Figure 14 *The Surrey Advertiser and County Times*,
6 October 1945.

APPENDIX II

Deed of Transfer to transfer the KGV Playing Fields to Effingham Parish Council, 17 February 1947





This Deed

made the seventeenth day of February One thousand nine hundred and forty seven Between the within named Harold Arthur Houd, Francis Edward Bird Aubrey Gibbin (in the within Deed called Arthur Gibbin) Barnes Neville Wallis Sidney Alfred Williamson and the Member for the time being representing the Parish of Effingham on the Guildford Rural District Council, now Geoffrey Johnson of Dalehurst Creston Lane Effingham aforesaid (hereinafter called 'the retiring trustees') of the one part and The Parish Council of Effingham in the County of Surrey (hereinafter called 'the Council') of the other part

And whereas the within named Archibald Gordon Selwood Longley died on the twentieth day of February One thousand nine hundred and forty three

And whereas the within named Charles Nottage died on the eighth day of March One thousand nine hundred and forty four and the said Geoffrey Johnson was duly appointed in his place to represent the Parish of Effingham in the Guildford Rural District Council

And whereas the retiring trustees are desirous with the approval of the Charity Commissioners of transferring the within mentioned property to the Council to be held by it on the trusts and subject to the conditions on which the retiring trustees hold the same

Now this Deed made in pursuance of the said desire and in exercise of the power in this behalf conferred by Section 14 of the Local Government Act 1894 and of any and every other power enabling the retiring trustees hereunto witnesseth that the retiring trustees as trustees hereby grant unto the Council **And that the property** assured by the within written Conveyance **To hold** unto the Council in fee simple upon the trusts and subject to the conditions upon and subject to which the same was held by the retiring trustees immediately before the execution of this Deed to the intent that the Council shall henceforth be the Trustee for the purposes of and the retiring trustees shall be discharged from the trusts of the within written Conveyance And this Deed further witnesseth that the Council hereby accepts the transfer hereby effected

In witness whereof the retiring trustees have hereunto set their hands and seals, and Barnes Neville Wallis and John Walter Reynolds two Members of the Council have on behalf of the Council hereunto set their hands and seals the day and year first above written

Names of two Trustee Councilors

Signed Sealed and Delivered by the above named Harold Arthur Houd in the presence of } Harold Houd

F. H. C. Houd
Ickford
nr Aylesbury
J. P. (Oxon)

Signed Sealed and Delivered by the above named Francis Edward Bird in the presence of } Frank E. Bird

Alexis T. Hauber
St Joseph's Rectory
Guildford
Clerk in Holy Orders

Signed Sealed and Delivered by the above named Hubert Tibolin in the presence of P. M. Barratt. } A. Tibolin

Student . . . Ashdon
Candlemas Avenue
Fulham
Dorset

Signed Sealed and Delivered by the above named Barnes Neville Wallis in the presence of } B. N. Wallis

Ray Morgan
1 Lyndale, Hampton Court Way,
Thames Ditton, Surrey.
Secretary

Signed Sealed and Delivered by the above named Sidney Alfred Williamson in the presence of . . . } S. A. Williamson

William
Managing Clerk & Secretary
Solicitors, Annexe House,
Annexe Street, Dorset

Signed Sealed and Delivered by the above named Geoffrey Johnson in the presence of . . . } Geoffrey Johnson

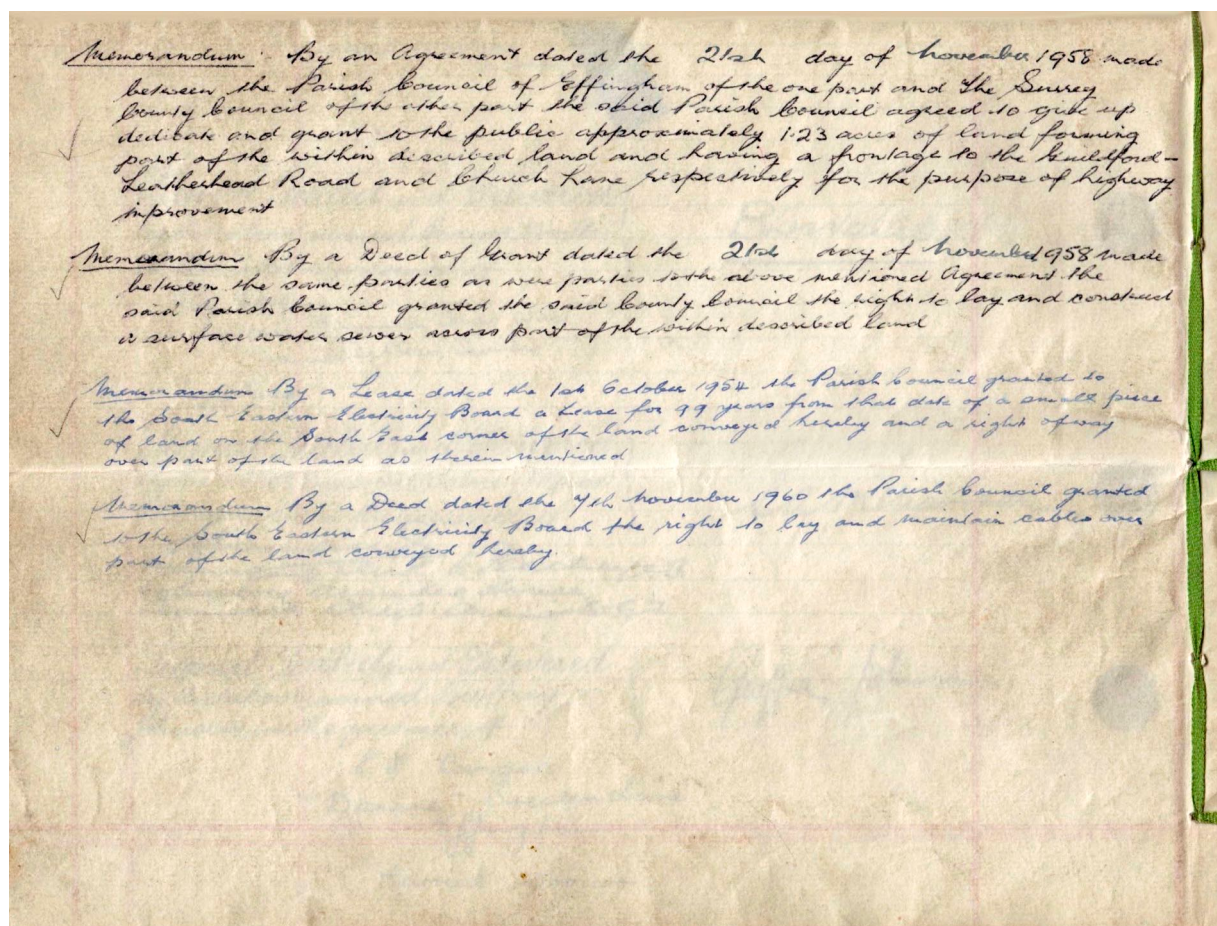
E. E. Ranger
"Denene", Creston Lane
Effingham.
Harriet Moran.

Signed Sealed and Delivered
by the said Barnes Neville Wallis
and John Walter Reynolds on behalf
of the Council in the presence of

Christ Cundall
Parish Clerk.

Barnes Neville Wallis.
Chairman

John Walter Reynolds



The above Memoranda written on the Deed's cover read as follows:

Memorandum By an Agreement dated the 21st day of November 1958 made between the Parish Council of Effingham of the one part and the Surrey County Council of the other part the said Parish Council agreed to give up dedicate and grant to the public approximately 1.23 acres of land forming part of the within described land and having a frontage to the Guildford–Leatherhead Road and Church Lane [sic – Street] respectively for the purpose of highway improvement.

Memorandum By a Deed of Grant dated the 21st day of November 1958 made between the same parties as were parties to the above mentioned Agreement the said Parish Council granted the said County Council the right to lay and construct a surface water sewer across part of the within described land.

Memorandum By a Lease dated the 1st October 1954 the Parish Council granted to the South Eastern Electricity Board a Lease for 99 years from that date of a small piece of land on the South East corner of the land conveyed hereby and a right of way over part of the land as therein mentioned.

Memorandum By a Deed dated the 7th November 1960 the Parish Council granted to the South Eastern Electricity Board the right to lay and maintain cables over part of the land conveyed hereby.