

Telegrams: Golf Club, Brancaster. Telephone: Brancaster 223. Passenger: Hunstanton. Parceis: Burnham Market. Brancaster, King's Lynn.

Jan. 25th 1950

E.A.Garland Esqre Acting Clerk to the Parish Council Manor Farm House Brancaster.

Dear Sir,

Annual Rent for Grazing Hights.

Thank you for your letter of Jan. 23rd in which you inform me that your Council favour supporting the Golf Club's request that the grazing rent for 1949 be treated as for 1948 - that is to say handed back by the Village.

Regarding a co py of the 1949 accounts and balance sheet to be finished for a week or two yet. Your Council shall, however,

Respecting the setting up of a joint Committee under a Chairman appointed by your Council, would it be your view that this joint Committee meet before or after the next Parish Meeting? I would appreciate an early reply to this question as it is expected that my General Committee will be meeting in a week or two and I would like to be able to give them a definite answer to that point.

Yours faithfully, New P. Cameil rection to be Before 15 Nauh.

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Replied that in our Spinion Tour municities chants he sale of a fur the next Parish Necking

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AUDREY HOUSE, ELY PLACE, LONDON E.C.1.

18th April, 1950.

Dear Mr.

1.

GOLF CLUB RENT.

I have now heard from the Secretary of the Golf Club that Fir Raymond Evershed and Mr. Winsloe have been elected by the Golf Club to met us with a view to a new agreement on payment of the Golf Club rent.

So as to avoid a very long discussion when we eventually meet as a committe, I thought it might be helpful if I outlined my own ideas on the subject and give you an opportunity to consider the subject before the meeting.

First of all, I think the following principles should be looked at when considering each clause of the agreement:

- (1) The village is entitled to a reasonable payment for the was of grazing rights but this payment must not be such as to prejudice the future prospects of the village Golf Club continuing to bring money into the village.
- (2) It follows that any agreement must be sufficiently flexible to keep the sum within the capability of the Golf Club to pay. I feel it undesirable that it should be necessary for the Golf Club to come to the village to ask for a remission or reduction of rent on grounds of financial difficulty. It would be such better to have suitable provisions in the agreement.
- (3) It seems to me that the members of the Golf Club would look more favourably on a payment which will produce some practical advantage for the village. At the same time this would obviously be far more profitable to the village as a whole then distribution of small sums as in the past.
- (4) In the past, payment has been based on the gross subscription income of the Club. With the tremendous increased costs of running a Colf course today, gross subscription income has had to be forced up, consequently, the old top limit in the agreement has merely become, or will become, in the event of the Golf Club remaining solvent, a fixed rental.

Based on this principle it seems to me that a very simple agreement could be drawn up for the benefit of both parties under he following headings :

- . NOTICE. Subject to years notice on either side.
- 2. The Village to allow the Golf Club tomsintain their finances as established at this date and to make reasonable variations.
- 3. The Golf Club to maintain the existing Village Golfers' rights.
- 4. The Golf Club to pay a rent of £ per annum except wen varied in accordance with paragraph 5.
- so have waived their right to interest, rent payable shall be reduced in the proportion that the debenture interest actually paid bears to the total due had none been waived.

below & . This paragraph at no time shall act to reduce the rent per snows.

6. The rent shall be payable annually to Trustees elected at the Annual Parish Meeting to be employed for the benefit of the village at the discretion of the Trustees except insofar as they are specifically instructed by a Parish meeting.

I have in mind calling a meeting of the whole committee about the middle of May. Unless you particularly wish to discuss this problem before hand I suggest that the Brancaster representatives arrange to meet, say, half an hour before the time for which the Golf Club representatives are invited, but if you disagree in principle to my suggestions please at me know so that we can present a reasonably united opinion.

Yours sincerely,



ROYAL COURTS OF JUSTICE,

W.C.2.

28th April, 1950.

Da faron

I think it may help you if I state what the present position is about the Golf Club Debentures. There are, as you know, two series of Debentures. First, the "A" Debentures and, second, the Sea Defence Debentures. The latter rank subject to the former. Of the former there is £1,260 outstanding carrying interest at 5%. The amount outstanding of the latter is £6,800 carrying interest at 4%. If, therefore, we paid the interest due in respect of all the Debentures, the total amount according to my mathematics would be £63 plus £372 = £435 *****

An agreement was made at the beginning of the last war for a moratorium in respect of the Sea Defence Debentures. According to my view of the law, this moratorium has, in fact, expired, but we have not made any payment, and it is now proposed to call another meeting and, in effect, extend the moratorium till the end of 1952.

As regards the "A" Debentures, the position has been much more difficult. We have asked individual Debenture Holders out of the goodness of their hearts to forego payment of interest: and many have done so. Others, however, Executors, etc.) have not been able to make the concession, and in respect of the last year we paid £22 for interest, i.e. roughly one-third.

If things go well my feeling is that we should regard it as an obligation to pay the full amount of interest on the "A" Debentures and eventually make some payment at any rate (e.g. at 2%) on the Sea Defence Debentures: but for the immediate future it may be taken that we shall be paying, say, 35\frac{1}{3}\% of the interest on the "A" Debentures and only about 5% on the total Debentures.



ROYAL COURTS OF JUSTICE,

contd.

28th April, 1950.

I had a meeting of the Finance Committee here the other day and disclosed to them the broad idea that you I also told them the kind of figures you personally had in indiscretion but I told them in confidence, feeling that adequate instructions. The Members of the Finance Committee myself.

I think you may take it that we all are very much attracted by the idea you are putting forward. I am inclined, however, to think that what we should like would inclined, nowever, to think that what we should like would be to bring the maximum and minimum closer together. In other words, I suggest that in, all the circumstances, £120 per annum is too high but that the minimum of £5 per annum is too low. The sort of figures I have in mind (which I put to you for your consideration) is £80 and £20.

I much look forward to seeing you on the 13th.

Jason Borthwick Esq.D.S.C., Audrey House, Ely Place, E.C.1.

c.s.t. E.A. Garland Esq.

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Dear Mr. Blamire,
AUDIT OF BRANCASTER PARISH
COUNCIL ACCOUNTS 1950/51

Mr. Garland has passed to me, as I hold some of the documents, your letter of the 4th enquiring for further information about the Golf Club agreement.

This agreement has not yet been embodied in a formal document but is for all that legally binding as it is embodied in a chain of letters and has been approved by an Annual Parish Meeting.

I now enclose for your perusal the following documents:-

- 1. dated May 30th from the Secretary of the Royal West Norfolk Golf Club.
- 2. dated 31st May my reply thereto.
- 3. dated June 2nd from the Sec. Royal West Norfolk Golf Club agreeing to mine of May 31st.

PTO

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dated 7th June from the Master of the Rools who negotiated the agreement on behalf of the Committee of the Golf Club agreeing subject to two minor insertions.

The above documents constitute the formalish of evidence to the contracts. I shall much 100.0.8 appreciate their early return, so that the .000000 Parish Council files may remain in order.

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Dear Andre

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9 Queen Street, Norwich .

5th January 1952.

Dear Sir,

I thank you for your letter in connection with the argeement with the Golf Club.

It seems to me that whatever sum is paid by the Golf Club belongs to the commoners and that strictly the parish council should not be a party to the agreement with the Golf Club.

I suppose the difficulty is to find a may for the commoners to express themselves, or act as a body - whether the voice of the parish meeting is the vioce of the commoners I do not know, but presumably it has been accepted as such.

I think what is clear is that the parish council has no right to receive the rent without the consent of the commoners, that the consent should be sought annually, and the receipt of the rent should be entered in the accounts as a contribution towards such and such expenses.

The audit of the accounts has now been completed and I have pleasure in returning your books.

Yours faithfully,

Assistant District

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W.T.Borthwick Esq., King's Lynn. Norfolk.

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Mrs J E Lake
Brancaster Parish Council
5 Mill Hill
Brancaster
Kings Lynn
Norfolk
PE31 8AO

Direct line

+44 (0)191 383 6348

Email

local.councils@mazars.co.uk

23 February 2017

Dear Mrs Lake

Brancaster Parish Council

Thank you for your letter and enclosure dated 20 February 2017.

On the basis of the enclosed letter alone, it is impossible for us to know what the issue was in 1952, and whether or not it still impacts on the annual return. It does sound as if the Parish Council may be the sole trustees to a Trust Fund referred to in the letter as 'the commoners' and the golf club rent may have been ring-fenced for maintaining playing fields. However, unless the legal agreement setting this up can be found, which may be the same as the rent agreement or a prior document, it would be difficult to confirm this.

If it was a Trust Fund then the correct course of action would be to open a separate bank account for the Fund and to exclude the income and expenditure from the annual return, whilst answering the relevant questions on trust funds in the annual return to recognise they are applicable after all.

In 2015/16 it looks like the Council accounted for £100 of golf club rent as 'other receipts'. The Council may wish to discuss the matter with the Monitoring Officer of the relevant district council (especially if the query has been prompted by an elector alleging that the Parish has no right to the rent), but given the low value we are not inclined to take any action ourselves to investigate the status of the rent and possible trust fund, and will not be charging the council extra in connection with it. This would only change if additional evidence to clarify the status was provided to us.

I hope this clarifies our position in this matter.

Yours sincerely

Ross Woodley Manager

Mazars LLP - The Rivergreen Centre - Aykley Heads - Durham - DH1 5TS Tel: +44 (0)191 383 6300 - Fax: +44 (0)191 383 6350 - www.mazars.co.uk

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Praxi



TREDEGAR FAWR LLANGYFELACH SWANSEA SA5 7LS



TELEPHONE 01792 772505

DX 56752 MORRISTON

FAX NUMBER 01792 772553

E-MAIL:- edwardharris@ehlaw.co.uk

www.edwardharris-law.co.uk

Our Ref: EKH.JS.COO 001.1

Your Ref:

1st June 2020

Mrs Michelle Wroth Clerk

Brancaster Parish Council

BY EMAIL: brancaster.council@outlook.com

Dear Ms Wroth

Re:

Registered Common lands at Brancaster

Scott Head and District Common Rights Holders Association (SH&DCRA) – 'the

Association

Could you please note that I have received instructions from certain of the officers and committee of SH&DCRA (the Association). I am firstly asked to mention that at recent meetings of the committee and the Association, Mr Chris Cotton and Mr Stephen Bocking, respectively Chair and Vice Chair who are Parish Councillors, declared their interest in the discussions and in the instructions being given to me, and the queries to be raised of your Parish Council.

I have been asked to raise the below mentioned matters with you.

As you will be aware, there is registered under the provisions of the Commons Registration Act 1965 (now replaced by the Commons Act 2006) areas of common land which include CL124 on part of which Royal West Norfolk Golf Club play golf.

Many years ago the Golf Club wanted to erect a fence to control the movement of animals from the open common onto the golf course – this being carried out by the Gold Club in accordance with an agreement of 1902 reached with the Commoners whereby the Parish Council were voted to be Trustees to hold compensation monies to be paid to the commoners and the inhabitant householders for allowing the erection of the fence and the playing of golf on that part of the common. At that stage, presumably, all inhabitant householders within the manor were entitled to graze their animals on the open common lands. Since then, of course, we have had the Commons Registration Act 1965 which provides that only those persons with rights registered in the Rights Section of the Register are entitled to exercise common rights.

The Parish Council, as Trustee, still continue, however, to receive monies from the Golf Club, which I understand was initially a sum of £50 per annum or 4% of the gross receipt of the golf club's income for the previous year, whichever was larger. It is understood that the Parish Council are receiving from the Royal West Norfolk Golf Club in respect of this agreement a sum of £100 a year?

I would be grateful, therefore, if you could let me have full details of how much the income received from RWNGC in this respect and how it is calculated?; presumably, at today's rates it should be based on the 4% of the gross income and presumably the Parish Council, as Trustees holding and responsible for collecting these monies for the and on behalf of the commoners have taken full advice to obtain sight of the accounts of the golf club to ensure that they are obtaining 4% of the gross income of the previous year?

I would be grateful if you could also indicate how these monies are held and what bank account are they held in by the Parish Council as Trustee for the benefit of the registered commoners of the common lands, CL124.

I am also instructed that your Parish Council have entered into agreements with the Royal West Norfolk Golf Club to allow the parking of cars on a further part of the common, such monies being further compensation due to the commoners for the use of the common for car parking and disturbance of their rights, and presumably such monies are again held by the Parish Council as Trustees for those persons having registered common rights over the registered common.

I further understand that the Parish Council have received, as Trustees for the said commoners from the Golf Club, monies for allowing and agreeing for car parking to take place on the registered common in the following sums:

March 2013	£7,314.00
March 2014	£9,397.00
March 2015	£14,907.00
March 2016	£18,591.00
March 2017	£20,913.00
March 2018	£20,460.00
March 2019	£20,000.00
March 2020	£27,000.00 (estimated)

I would be grateful if you could confirm, therefore, where these monies are banked as trust funds and could you please confirm whether any of these monies have been spent for the betterment of the common or protection and enhancement of the common rights? Could you please supply me with a breakdown of what monies have been spent, where they have been spent and with what authority they have been spent.

It seems that these monies are trust monies, and therefore, what meetings have been held with the beneficiaries of those monies (the commoners with registered rights of common) by your Parish Council as Trustee to decide and agree how these monies should be spent to protect the remainder of the common lands and common rights.

I haven't considered the position of the Parish Council as being entitled to hold such sums of trust money, but that is something that we can look at when I receive the above information from you.

I would be pleased to hear from you with full information.

Yours sincerely,

Edward Harris

c.c. Rod Cooke, Secretary SH&DCRA

	1	
	1	The Brancaster Parish Council held
		a meeting on Wednesday, 14th Feb. 1965
	1	at 80'clock in the school.
	Present	Wi Gibbs was in the chair, Messon Bunkle,
		Borthwick, Rawlinson, werett, Southerland
	2 1	Snelling + Johnson.
	an apology	was received from Miss Sumpler.
	Minutes	of the last meeting were read 9 signed.
		We Gibles read a letter from W. Hasselhuhn
	W Hasselhuhn.	en seply to that from the council convey-
	ble treas wes.	my simpathy on the loss of, W Hasselkuly,
	1	the Geasures. W- y who said the
		Caincel would greatly must his
		help and advice which he had,
		at all lines, so willingly given.
	Mallers arising	The chairman reported night soil
	from number	collection was in operation in both
n	Night Soil Carls.	allages now.
	Castorn Elect.	Letters had been recoved from the
		Castern Clechroly Board acknowledg-
		Status that away to pressure of work.
		Daling that owner to pressure of work.
		These might be delayed. IN Admikle
		These might he delayed. M. Bunkle reported the lights are installed, but so far have not been used.
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	1. W. H. G. C.	The secretary had replied to the letter
		requesting a copy of their car park
		Carotelution & in his seply told
		Rere is no constitution but all regotiations between the parish council
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		3 golf Club affer in the number of 3 rd afril 1956. Chairmen in Japan Borthurd.
	acenda Nal	Brancaster Manorial Trust Management Com.
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212 a Parish Meeting was held in the Brancaster V. P School on Tuesday 3th april 1956 at 7, pm Rover 60 people attended - the subject under discussion was: -The Beach loar Park. Minute of the previous meeting were read and signed M. Borthwick was in the bhair and he explained that the meeting had been called to obtain the approval of the tarish to the proposals of the Parish bound, which has now been accepted by the golf blub, for a joint venture to provide a bar Park. The terms of the agreement as follows .-. The you blub will undertake the provision of the fuel capital Sum required, not exceeding \$400. 2. The profito, after meeting current expenses, shall first-be applied in repayment of the Bank loan, with interest, which shall be done as early as possible sulgich only to special consideration of the tax aspects so that as little as possible shall be made. 3 any remaining profit, subject to a management fee of \$50 payable to the you blub, shall be paid - 25% to the Parish bainile and 75% to the you blub It The you blub will manage the box Park with I representative from them and I representative from the Parals bouncil as the bommittee. (Is representatives from the Parish lowing to be on the bommittee but only one of these attending a meeting at any one time). The Chairman explained that the Parol bouncil is prohibited by law from borrowing money or using any at its disposal for work of this port, which Statule interde should be new by a higher authority who will, of course, also take the whole of the profit. It therefore seems very satisfactory for the loly blut to raise the necessary money

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213 as a considerable expense for clerical and management dution will be incurred, the find \$50 for the God blub when a profit is made seems quite a reasonable request. Any claim as expenses would be waved if no profit is made. The Parch Council, through its representatives, would continue to have considerable pay in the matter. M. Borthwick said that this Parish Meeting had been called only as a malter of courting as it is within the capacity of the Parish lownie to make any arrangement which can place on the know no risk of loss, also it is very difficult to estimate what value would be placed on the grazing right should the loly blut decide to continue the scheme inthant any patherpation by the Parch and buy the right outright. If the you blut decided not to proceed the lural District bouncil would be forced to recommen a bouncil operated car park over the area and the compensation payable to the you tolub and torols would be practically nil. The Chairman asked for any suggestions or questions regarding the whole of the The Sutherland, Lady of the Manor, asked whether the cap would be directed into the loss Park over any of he ground - if so, what about her freshold rights? The Chairman pointed out that only can may drive on common land within. To yards of the Highway and the ground owner by Mr. Sutherland in the loar Park would not be more than the. Ou map of the proposed loss Park had been sent to MB Sutholand. A. Thomas proposed that the bouncil add for equal representation of the bommutter of Management. My Johnson seconded the proposal, which was carried. Mr. Johnow asket why the Golf lalub paid for grazing ights if they could go ahead on the loss Park on their own M Boothiside mit that ble ball blut part for Jening of the

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214 Mr bondon asked what right parishioner have on the left base me Borthwick replied that they have grazing right and these are let to the golf blub. The Paron may kell the golf blub that they will not allow them to fence in the grazing Mr Rowen asked what would be the number of cars. M. Bothwick said that a census had shown that over 2,000 per week word the Beach Road in 1955 but they cannot be forced to enter the box Park. M. Stuak paid that in his opinion this would be a making proposition and he solub whether this percentage of the profit is sufficient to were the grazing right mirabed Michmelmon said that the grazing right would be of little values so the over involved amounts to approximately one hundreall pak of the you blue land. As the village receives only \$60 per year for the whole of this its value would be roughly to -M. Stuak asked whether stakes or some obstruction rould be put in thus making it impossible for motoride to parte on the road. Mr. Borthiride said that the bounie through the digheray authority well possibly get a kert on one side of the roads with danger signs marking safe spots. My Thomas asked whether a private company could be formed and share 60,50 m coots and everything. The Schairman pointed out that this had been as alte suggestions which his had himself but forward to the Parish bouncil. This had been found to be too complicated in our of the tax which would become payable not as good proposition. 1 hollisas asked whether she bures would have to pork I caro in the loss Park. M. Bothwick sail that special ticket would be issued.

14 bondon asked what night paramoner Me Borthrick replied that they have grazing right and these are let to the golf blub. The tarch may kell the golf blub that they will not allow them to fine in the grazing My Roven asked what would be the number of cars. M. Borthwick said that a census had shown that over 2,000 per week used the Beach Road in 1955 but they cannot be forced to enter the bar lack. M. Stuak paid that in his opinion this would be a money making proposition and he asked whether this percentage of the profit is sufficient to love the grazing right involved. M. Tombuson sach that the grazing right would be of little value so the over involved anounts to approximately one hundreach park of the your blub land. As the village receives only \$60 per year for the whole of this it value would be roughly top-M. Stuate asked whether stakes or some obstruction would to put in thus making it impossible for motoride to parte on the road. M. Borthide said that the bounie through the stighting authority well possibly get a kerb on one side of the roads will danger signs marking safe spots. My Thomas asked whether a private company could be and share 60,50 in costs and everything. The Schairman pointed out that this had been an alternate suggestions which he had himself but forward to the Parish bouncil. This had been found to be too complicated and in view of the tax which would become payable not as good proposition. Mrs bollison asked whether stud Gunes would have to port cars in the loss Park. M. Bothwick said that special tickets would be issued to Parishioner and Auk Gunes.

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	limits take rome thee hour to the avertonaire, it	

blub from going along the March side of the golf bourse. M. Borthwick pail thak no parishioner had, so for sole knew, been stopped, the object of stopping outsides had been to keep the light bourse as private as possible. The Jang said khat there is a right of way across the yelf bouse as her father had carter per wear off the brack via this roadway. Mr whiston explained the nights of way to the parishones and he painted out that the gateway still exists and the gate has now been replaced by chains and hooks. m. Thomas asked whether this agreement would be a He was assured that it would. Art Johnson asked why the artisans labels had been barret from playing golf exper except for testain turnes A laver pack that this has now been settled; It was agreed that this was as matter entirely between the golf blub and the artisans blub and had no bearing on the subject under review. The ocheme was put to the vote by a show of Lando. 346 for and 10 against the scheme laamine Rights The Chairman read a letter from the Kural Dudrick Council re bommon hight. This was a form of quistionnail and he was of the opinion that certain adjudments would be Mrs Bunkler asked whether as loopy of the lights could be duplayed for the parishioner to read. Mrs Borthweile said that the original copus wick, in pato, unreadable but he would read them as but he could is the parishioners required. De pointed out that this would take some three hours. He the questionnoise, it was proposed that the basis of calculation for the rights

216 a bonnoner should be any person living in a property with a ratiable value not exceeding \$25 instead of the of of £5. Under the existing act no person kault claim M. Johnson asket why Mr. adams had disputed the footpaths across Barrow bominon, if there is a right for anybody to walk there. Me Borthwick said that the general public have no right only by footpalls and it was the general public who would be prevented from crossing the bannon, not parishioners. Hear Highway. Mr. Bothwick explained to the village that a new boastal hoad to 40 fe with is to be built from thurstantes to bronu. Darking R.D.C. have the plans for this and parishioners are advised to go and see these, making any complaint or alternative suggestions they may wish. The neeling closel 8. 45 pm. W.J. Batherik

Paish Meeting. The Annual General Meeting of Re Brancader Tauch Council Took place in The Brancaster Staithe Village Hall on The 12th april 1965. The meeting Commenced of y. 30 p.m. and in addition to most members of the parest council 16 parishioners attended. The meeting was opened by with Chadwind Besident The asked for nonunations for a provident for Re coming year. W. a. Sufferland proposed & W. H. Johnson seconded W. R. Gibbs be invited to preside again. This proposition was passed unanimovaly & W. Gibbs Ranked The pareshioners for their confedence in her a accepted the clair. The minutes of the last parest meety were read 4 confirmed. M. Hasselhulen WS Gibbs said how very sorry she and all members of the parish council were at the sudden death of the Low Treasures, W. Hasselhuhn. W? Gills said the help & advice he Rad given so unstructingly & willingly would be sadly misseld! The chairman Then gave a resume Dancader manarial kights of the work of the past year & remembed the faristioners of the sale of the Brancaster Manorial Rights + lold That the rights are now held by a body of people who had formed a commettee therawn as the Brancade Manoral Rights rust committee & she reforted That,

To date, amucable agreement had been reached on all points of discussion R. H. H. G. Club Re chairman told The meeting Rat as Pork. W. B. Borthwick Lad applied for permission to develope 9/4 acres of heo land at Brancaster to form a car park which would eventually hold 1,500 cars Meanwhile Re R. W IN Golf Club Car parkis To carry on with the Manoral Trest committee taking 20%, Taish Council 20% & the Golf Clut 60% of the profets from the carpark. When the new car park is running I is proposed by WB. Barthwick lo form a committee with representa rem These two car parks jointly. New Lowstones The Brancaster Tarish Coursel Lack asked D. R. D.C to provide estra lavat-DiR.D.C Lave made it a condition with W. B. Bothurck That he exects six lavatories on his site. The estimate cost of Rese in £3,000. Ports + gate. W? gibbs reported Rat ports + a gate had been erected by Re B. M. Rights Trust com. 9 Rat cars I will not be allowed on The heach in Julie. W. Everett asked for reassurance Ral not be used to carry cars and the beach & Wo Gibbs Told lim Rey were