

DATED 1st August 1962

THE TRUSTEES OF POORS
LAND

- to -

WEEDON HALL MANAGEMENT
COMMITTEE

Indemnity

- of -

Land at Weedon Bec in the
County of Northampton.

This Conveyance

is made the

First

day of

August



One thousand nine hundred and sixty two B E T W E E N THE OFFICIAL CUSTODIAN FOR CHARITIES of the first part NORMAN REGINALD JOHN OSBORN of 49 New Croft Weedon in the County of Northampton Company Director FREDERICK JOHN BASTIN of 43 West Street Weedon aforesaid Postman EDWARD RICHARD BUSWELL of The Post Office Weedon aforesaid Postmaster ALBERT TURNIDGE of 1 Park View Weedon aforesaid and IDWAL VAUGHAN LEWIS of The Rectory Weedon aforesaid Clerk in Holy Orders being the trustees for the time being of the Charity called The Poor's Land in the Ancient Parish of Weedon Bec in the County of Northampton (which said trustees are hereinafter called "the Charity Trustees") of the second part and ROSE ANNIE ASHBY the wife of Alfred Ashby of 12 Kings Park the said ALBERT TURNIDGE CECIL BRIAN JOHN COX of 2 New Croft WILLIAM COWIE of 14 Church Street all of Weedon aforesaid and THE PARISH COUNCIL OF WEEDON BEC (hereinafter called "the Purchasing Trustees") of the third part _____

W H E R E A S :-

- (1) The property hereinafter described and intended to be hereby conveyed is part of the property of the said Charity and as such is held upon charitable trusts _____
- (2) By an Order made by the Board of Charity Commissioners for England and Wales on the Third day of November One thousand nine hundred and sixty the said property was vested in the Official Trustee of Charity Lands for all the estate then vested in the then trustees of the said Charity in trust for the said Charity _____
- (3) By an Order made by the said Board on the Twentieth day of December One thousand nine hundred and sixty the Charity Trustees were authorised within one year from the date thereof to sell the said property for not less than Three hundred pounds and to do and execute all proper acts and assurances for carrying the said sale into effect which said authority was extended by writing under Order of the said Board dated the *fourth* day of *July* One thousand nine hundred and sixty two for a further period of *twelve* months _____
- (4) This deed has been approved and ordered to be executed by a resolution passed at a duly constituted meeting of the Charity Trustees _____
- (5) The Purchasing Trustees have requested the Charity Trustees to convey the said property in manner and upon the trusts hereinafter appearing _____

N O W THIS DEED W I T N E S S E T H as follows :- _____

1. IN pursuance of the said agreements and in consideration of the sum of THREE

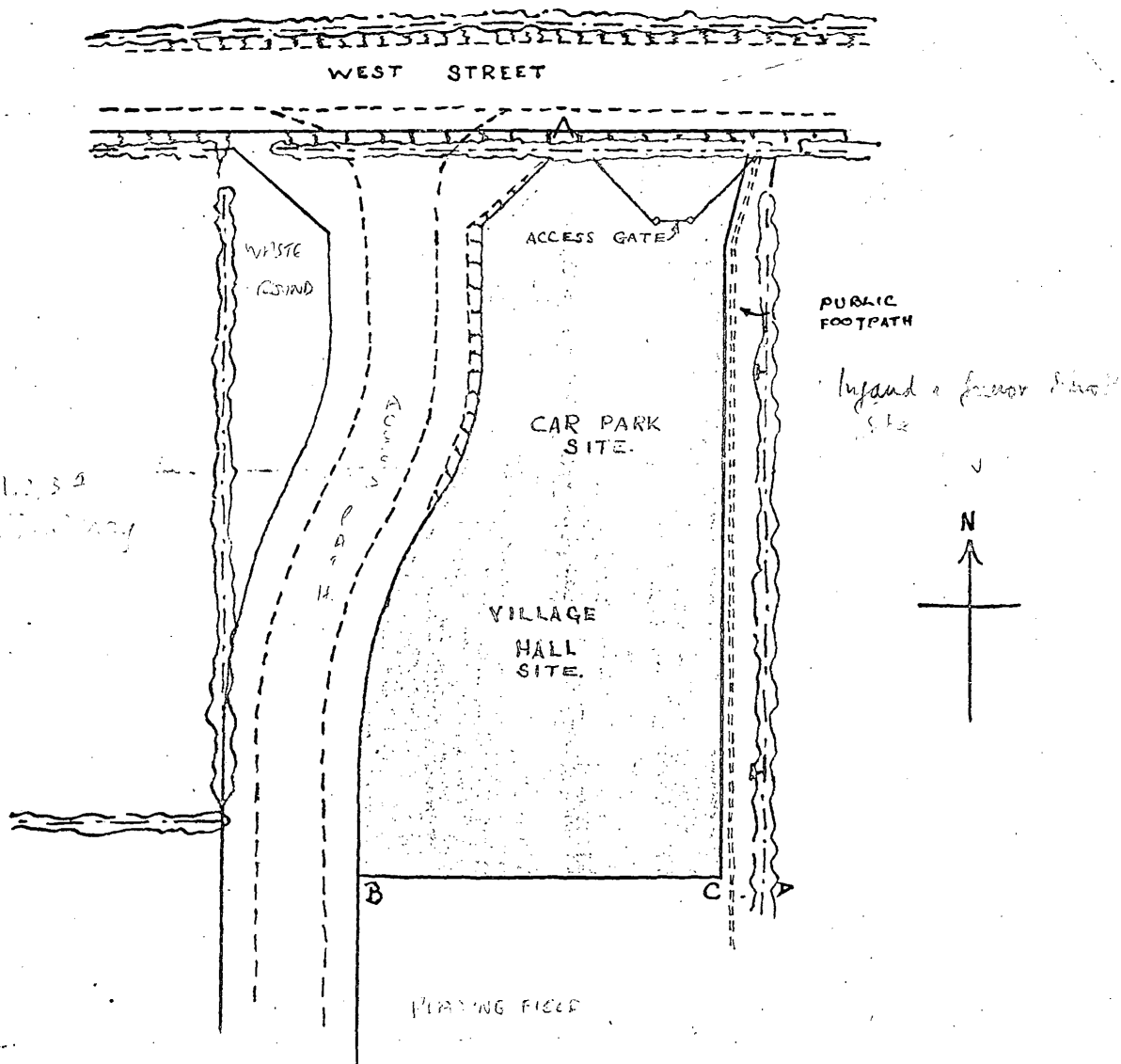
HUNDRED POUNDS paid by the Purchasing Trustees to the Charity Trustees (the receipt whereof the Charity Trustees hereby acknowledge) the Charity Trustees in the name and on behalf of the Official Custodian for Charities convey and as trustees convey and confirm unto the Purchasing Trustees ALL THAT piece or parcel of land situate in the Parish of Weedon Bec in the County of Northampton having a frontage on the North side to West Street of Sixty five feet or thereabouts and a depth therefrom of Two hundred and fourteen feet or thereabouts and containing in area Two thousand three hundred and forty three square yards or thereabouts which said piece of land is delineated on the plan annexed hereto and is thereon coloured pink TOGETHER WITH the hedge bounding the said piece of land on the East side thereof TO HOLD the same unto the Purchasing Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto _____

2. THE Purchasing Trustees for themselves and their successors in title hereby jointly and severally covenant with the Charity Trustees forthwith to erect and forever after to maintain along the West and South sides of the property hereby conveyed between the points marked A B and C on the said plan a good and substantial fence of a type to be previously approved in writing by the Charity Trustees and to erect and maintain between the points marked C and D on the said plan a good and sufficient stile or gateway of a type previously approved in writing by the Charity Trustees AND TO PERMIT the Charity Trustees and all other persons to pass and repass freely and unrestricted along the existing footpath from West Street aforesaid to the property retained by the Charity Trustees and adjoining on the south side the property hereby conveyed which said footpath is shown on the said plan by a double dotted line and is thereon marked "Public Footpath" _____

3. THE Charity Trustees hereby acknowledge the right of the Purchasing Trustees to production of the said Order of the Charity Commissioners for England and Wales dated the Third day of November One thousand nine hundred and sixty and of the said Order for Sale dated the Twentieth day of December One thousand nine hundred and sixty and to delivery of copies thereof _____

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds _____

IN WITNESS whereof the Charity Trustees for themselves and for and on behalf of The Official Custodian for Charities and the Purchasing Trustees have hereunto set their respective hands and seals the day and year first before written _____



SCALE 1:500th

THE FIRST SCHEDULE

Clause 1:

VILLAGE HALL

- (1) The property hereby conveyed (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of Weedon Bec and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants _____
- (2) The Charity hereby created (hereinafter called "the Foundation") shall except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the Weedon Village Hall by the Committee of Management hereinafter constituted who shall be administering trustees thereof _____
- (3) Until the end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by the persons to whom the property is conveyed

Clause 2:

VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS

The Committee and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting the Official Custodian for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation. _____

Clause 3:

COMMITTEE OF MANAGEMENT

- (1) The Committee of Management (hereinafter called the "Committee") shall consist of Elected and Representative Members and may include Co-opted Members _____
- (2) Six Elected Members of the Committee (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year _____
- (3) Fifteen Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the

Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year _____

(4) The Committee shall have power to co-opt not more than five members to hold office until the end of the Annual General Meeting following their co-option _____

(5) Any competent member of the Committee may be re-appointed or re-elected _____

Clause 4: ADDITIONAL MEMBERS

In the event of any application for representation on the Committee being received from any existing or newly-formed organisation operating in the area of benefit the Committee may upon a resolution supported at a duly constituted meeting of the Committee by the votes of a majority of not less than two-thirds of all the members of the Committee allow such organisation to appoint a Representative Member of the Committee in the same manner as if such organisation had been specified in the Second Schedule to this Deed _____

Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education _____

Clause 5: CASUAL VACANCIES

Upon the occurrence of a casual vacancy the Committee shall cause a note thereof to be entered in their minute book at their next meeting and if in the office of Representative Member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of Elected Member may be filled by the Committee and in the office of Representative Member by the proper appointing organisation _____

A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed _____

Clause 6: FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any Member _____

Clause 7: DECLARATION OF MEMBERS

No person shall be entitled to act as a Member of the Committee whether on a first or on any subsequent entry into office until after signing in the minute book of the Committee a declaration of acceptance and of willingness to act in the trusts of this deed _____

Clause 8: MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Minister of Education no Member of the

Committee or his or her spouse shall take or hold any interest in any property belonging to the Foundation otherwise than as a trustee for the purposes thereof or received any remuneration or be interested in the supply of work or goods at the cost of the Foundation _____

Clause 9: DETERMINATION OF MEMBERSHIP

Any Member who is adjudged bankrupt or who makes a composition or arrangement with his creditors, or who is incapacitated from acting or who communicates in writing to the Committee a wish to resign shall thereupon cease to be a Member _____

Clause 10: MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required. A special meeting may be summoned at any time by the Chairman or any two Members upon seven clear days' notice being given to all the other Members of the matters to be discussed _____

Clause 11: CHAIRMAN AND VICE-CHAIRMAN

The Committee at their first meeting in each year after the Annual General Meeting shall elect one of their number to be Chairman of their meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected _____

If the Chairman is absent from any meeting the Vice-Chairman (if any) shall preside. otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting _____

Clause 12: VOTING

Every matter shall (except as in this Deed provided) be determined by the majority of the Members present and voting on the question. In case of equality of votes the Chairman of the meeting shall have a second or casting vote _____

Clause 13: ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of (April) each year or as soon as practicable thereafter _____

(2) All inhabitants of the area of benefit of eighteen years of age and upwards shall be entitled to attend and vote at the Annual General Meeting _____

(3) The first Annual General Meeting after the date of this Deed shall be convened by _____

the persons to whom the property is conveyed and subsequent Annual General Meetings by the Committee Public notice of every Annual General Meeting shall be given in the area of benefit at least seven days before the date thereof by affixing a notice to some conspicuous part of the Trust Property or other conspicuous place in the area of benefit and by such other means as the Committee shall think fit _____

(4) The persons who are present at the first Annual General Meeting after the date of this Deed shall before any other business is transacted appoint a chairman of the meeting The Chairman of subsequent Annual General Meetings shall be the Chairman for the time being of the Committee In his absence the Vice-Chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a Chairman of the Meeting _____

(5) The Committee shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year _____

Clause 14:

APPLICATION OF INCOME

After payment of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways: _____

(a) In the maintenance upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed _____

(b) In otherwise furthering the purposes specified in this Deed _____

Clause 15:

REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation nor required to be kept in repair and insured by the lessees or tenants thereof _____

Clause 16:

SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be treated as capital and invested _____

Clause 17:

FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation _____

Clause 18:

MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of account All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education _____

Clause 19:

USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed the Trust Property may be used in accordance with any rules made by the Committee under Clause 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed _____

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to interfere with its use for the said purposes _____

Clause 20:

MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education from time to time by mortgage or otherwise obtain such advances on the security of the Trust Property or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property _____

Clause 21:

LIQUIDATION

If the Committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes stated in Clause 1 it shall call a Meeting of the inhabitants of the age of Eighteen years or upwards of the area of benefit of which Meeting not less than Fourteen days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by a

majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education let or sell the Trust Property or any part thereof All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Property may properly be applied

Clause 22:

RULES AND REGULATIONS

Within the limits prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit of money at a proper bank the custody of documents and in particular with reference to: _____

- (a) The terms and conditions upon which the Trust Property may be used in accordance with the provisions of this Deed and the sum (if any) to be paid for such use _____
- (b) The appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine _____
- (c) The appointment of an Auditor Treasurer and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office _____
- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary and _____
- (e) The number of Members who shall form a quorum at meetings of the Committee: provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being _____

Clause 23:

QUESTIONS UNDER DEED

Any question as to the construction of this Deed or as to the regularity or the validity of any acts done or about to be done under this Deed shall be determined

conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient _____

Clause 24:

INTERPRETATION

The Interpretation Act 1889 applies to the interpretation of this Deed as it applies for the interpretation of an Act of Parliament _____

THE SECOND SCHEDULE

Organisations

The Committee of the Women's Institute
The Committee of the British Legion
The Trustees of the Methodist Chapel
The Trustees of the Congregational Chapel
The Parochial Church Council
The Roman Catholic Church in Weedon
The Committee of the Boys Club
The Parish Council
The Committee of the Weedon and District Car Club
The Committee of the Weedon Young Conservatives
The Committee of the Conservative Club
The Committee of the Men's Conservative Branch
The Committee of the Women's Conservative Branch
The Committee of the Labour Party
The Committee of the Scout Group

SIGNED SEALED AND DELIVERED by)
the said NORMAN REGINALD JOHN)
OSBORN in the presence of :-)

NRJ Osborn



*John J. Hocking
18, Trevor Court
Northampton.*

SIGNED SEALED AND DELIVERED by)
the said FREDERICK JOHN BASTIN)
in the presence of :-)

H. J. Bastin

SIGNED SEALED AND DELIVERED by)
the said EDWARD RICHARD)
BUSWELL in the presence of :-)

E. R. Buswell.

H. J. Gamble.

SIGNED SEALED AND DELIVERED by)
the said ALBERT TURNIDGE in the)
presence of :-)

A. Turnidge

H. J. Gamble

SIGNED SEALED AND DELIVERED by)
the said EDWAL VAUGHAN LEWIS in)
the presence of :-)

I. V. Lewis.

H. J. Gamble.

SIGNED SEALED AND DELIVERED by)
the said ROSE ANNIE ASHBY in the)
presence of :-)

R. A. Ashby

H. J. Gamble.

16, OAKLANDS
WEEDON.
CASHIER.

SIGNED SEALED AND DELIVERED by)
the said ALBERT TURNIDGE in the)
presence of :-)

A. Turnidge

H. J. Gamble.

SIGNED SEALED AND DELIVERED by)
the said CECIL BRIAN JOHN COX in)
the presence of :-)

C. B. J. Cox

W. J. Cowie

SIGNED SEALED AND DELIVERED by)
the said WILLIAM COWIE in the)
presence of :-)

W. J. Cowie

W. J. Cowie

SIGNED for and on behalf of THE)
PARISH COUNCIL OF WEEDON BEC)
by the duly authorised officers:)

Chairman

C. B. J. Cox

Clerk

W. J. Cowie