

This Conveyance

2471

and TRUST DEED is made the *twenty second*

day of *January* One thousand nine hundred and forty eight B E T W E E N

PHILIP ALLISON of Louth in the County of Lincoln Solicitor (hereinafter called "the Vendor") of the first part MARY KIRKBY of "Beaumontcote" Barton-on-Humber in the said County of Lincoln Married Woman (hereinafter called "the Settlor") of the second part and GORDON CALVERT LEE SIDNEY MAURICE BRADER CLARA GRADON GEORGE TASKER FRANK RUSH ARTHUR ERNEST PRESTWOOD and HENRY COOPER all of Utterby in the said County of Lincoln hereinafter called "the Trustees" which expression shall include the trustees or Trustee for the time being hereof) of the third part.

W H E R E A S :-

- (1) Under and by virtue of the documents and in the events set forth in the First Schedule hereto and of paragraph (1) of Part IV of the First Schedule to the Law of Property Act 1925 the Vendor and James William Burnett Read were seised in fee simple free from incumbrances upon trust for sale of the property hereinafter described.
- (2) The Vendor and his co-trustee James William Burnett Read (since deceased) some long time since agreed to sell the said property hereinafter described with other property to the Settlor (then Mary Dickinson Spinster) for an estate in fee simple in possession free from incumbrances but no Conveyance thereof as respects the said property hereinafter described has yet been executed in favour of the Settlor but the whole of the purchase price was long since paid to the Vendor and the said James William Burnett Read as the Vendor hereby acknowledges.
- (3) The Settlor is desirous of giving the said property hereinafter described to the Trustees upon with and subject to the trusts powers and provisions hereinafter declared and the Vendor has agreed to join herein in manner hereinafter appearing.

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. IN pursuance of the said arrangement the Vendor as Surviving Trustee and as respects the bare or outstanding legal estate at the request of the Settlor hereby conveys and the Settlor as Settlor by way of gift and without valuable consideration hereby conveys and confirms unto the Trustees ALL THAT property situate at Utterby in the said County of Lincoln and more particularly described in the Second Schedule hereto TO HOLD the same unto the Trustees in fee simple nevertheless upon the trusts and subject to the powers and provisions set out in the Third Schedule hereto.
2. The statutory power of appointing new Trustees shall apply.
3. The Vendor hereby acknowledges the right of the Trustees to production and delivery of copies of the Probate of the Will and Codicil

of Mary Catherine Benson and of the five Deeds of Appointment of Trustee set forth in the First Schedule hereto.

4. And 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 gift or consideration exceeds Five hundred pounds.

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE before referred to.

9th November, 1882.	<u>WILL AND CODICIL</u> of Mary Catherine Benson.
5th October, 1888.	<u>APPOINTMENT OF TRUSTEE</u> between William Allison of the one part and Samuel Hynman Allenby of the other part.
6th October, 1909.	<u>APPOINTMENT OF TRUSTEE</u> between Samuel Hynman Montgomerie (formerly Allenby) of the one part and Phillip Allison of the other part.
8th August, 1922.	<u>APPOINTMENT OF TRUSTEE</u> between the said Phillip Allison of the one part and George Alington Cave Orme of the other part.
10th January, 1934.	<u>APPOINTMENT OF TRUSTEE</u> between the said Phillip Allison of the one part and Rupert William Cave Orme of the other part.
13th November, 1939.	<u>APPOINTMENT OF TRUSTEE</u> between the said Phillip Allison of the first part Rupert William Cave Orme of the second part and James William Burnett Read of the third part.
28th March 1947.	<u>DEATH</u> of the said James William Burnett Read.

THE SECOND SCHEDULE before referred to.

ALL THAT piece of land situate adjoining the Village Green at Utterby in the County of Lincoln being Number 166 (part) on the Ordnance Survey Plan XLVII.1. having an area of .169 acres or thereabouts TOGETHER WITH the Village Hall and all other buildings now standing and being thereon or upon any part thereof part of which said property is now in the occupation of the Committee of Management hereinafter mentioned.

THE THIRD SCHEDULE before referred to.

1. The property hereby conveyed (herein called "the Trust Premises") shall be held upon trust for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms library lectures classes recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Utterby in the County of Lincoln and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.

2. The general management and control of the Trust Premises (including its maintenance repair and insurance) and the arrangements for their use shall be vested in a Committee of Management (hereinafter called "The Committee") which shall be constituted of the number and in manner as hereinafter contained and of whom the following shall be the first members and shall hold office until the First Annual General Meeting to be held pursuant to clause 3 hereof - viz:- Sidney Maurice Brader, Nellie Robinson, Florence Burnett, Clara Gradon, Christopher Robinson, George Tasker and Frank Rush. Seven members shall be elected at the First Annual General Meeting and at each subsequent Annual General Meeting. In addition, the organisations mentioned in the second column of the Fourth Schedule hereto shall each have the right to appoint one member of the Committee on the occasion of the first and each annual appointment of members and the Trustees for the time being of this Deed ----- (except in so far as they may already be first members or elected members of the Committee at the First or subsequent Annual General Meetings) shall also by virtue of such office be members of the Committee. Until the First Annual General Meeting has been held the said first members shall have power to act. In addition to the members of the Committee appointed as above the Committee shall have the power to co-opt not more than three members to represent interests in the said Parish not represented by any organisation.

3. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "The First Annual General Meeting") to be convened in the month of April One thousand nine hundred and forty eight by one week's notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of eighteen years or upwards of either sex of the Parish of Utterby for the purpose of receiving the Report and Accounts of the Committee and for accepting the Resignations of members of the Committee and for the purpose of electing seven members under clause 2 hereof and for taking such action as it may decide under Clause 7 hereof, provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting for that year shall be held as soon as practicable after the month of April and such meeting shall be convened by such persons as shall be nominated for the purpose by the Utterby Council and one of the

All members of the Committee shall retire annually at the Annual General Meeting and in particular the first members shall retire at the First Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an Annual

General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire. The remaining members of the Committee shall be elected by the Meeting.

5. A casual vacancy arising from the death or resignation or removal of a member of the Committee may be filled by the organisation by which such member shall have been appointed and the person appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee appointed by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.

6. In the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent with those upon which the Trust Premises are held hereunder the Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two thirds of all the members of the Committee vote in favour of the Resolution to allow such new organisation to appoint an additional member of the Committee in the same manner as if such new organisation had been mentioned in the second column of the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 2 hereof may be increased.

7. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

8. The proceedings of the Committee shall not be invalidated by any vacancy among its members or by any defect in the appointment or qualification of any member.

9. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to :-

- (a) The terms and conditions upon which the Trust Premises may be used for entertainments meetings social gatherings and other purposes and the sum (if any) to be paid for such use.
- (b) The appointment of an Auditor, Treasurer and such other unpaid officers as it may consider necessary and the fixing of their respective terms of office.
- (c) The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary.
- (d) The number of members who shall form a quorum at its meetings

provided that the number of members who shall form a quorum shall never be less than a third of the total numbers of members of the Committee.

(e) The power to delegate any of its functions to a Sub-Committee.

10. All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at the Trustee Savings Bank at Louth in the said County of Lincoln or at such other Bank as shall from time to time be substituted therefor by the Committee.

11. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or the furniture and effects therein and in paying all rent (if any) rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games books newspapers periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

12. The Committee shall provide the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the Trust Premises as the Trustees may be liable for and shall keep the Trustees indemnified against all liability (if any) in respect thereof. The Trustees shall not be responsible for the maintenance or repair or insurance of the Trust Premises or for the payment of any charges thereon.

13. The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners from time to time by mortgage or otherwise obtain such advances on the security of the Trust Premises 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 to repay in whole or in part and from time to time any existing mortgage or charge on the said premises.

14. If the Committee by a majority decided at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the Parish of Utterby of which Meeting not less than fourteen days notice (stating that a Resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises and advertised in a Newspaper circulating in the said Parish 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 Charity Commissioners let or sell the Trust Premises 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 premises 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 Parish of Utterby as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested in the name of the Official Trustees of Charitable Funds 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 Premises may properly be applied.

15. If any Rules or Regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

16. The following provisions as to the appointment of New Trustees and the discharge and retirement of Trustees shall apply to this Deed by way of extension and variation of the statutory powers :-

- (a) The Trustees of this Deed shall not exceed seven nor be less than three in number.
- (b) Any Trustee who becomes bankrupt or remains out of the Parish of Utterby aforesaid or its immediate vicinity for more than twelve months shall thereupon cease to be a Trustee of this Deed.
- (c) Any one of the Trustees may when there are more than three Trustees retire from the trusts of this Deed on giving two months' notice in writing of his intention so to do to each of the other Trustees for the time being and upon the determination of such two months the Trustee giving the notice shall cease to be a Trustee of this Deed, and any notice sent by post to the usual or last known place or abode in the United Kingdom of any Trustee shall be sufficient notice to him hereunder.

THE FOURTH SCHEDULE before referred to.

Organisations.

The Parochial Church Council.

The Methodist Leader's Meeting.

The Committee of the Men's Club.

The Committee of the Women's Institute.

The Parish Council.

} If and when
} constituted.
}

SIGNED SEALED AND DELIVERED by the said)
Philip Allison in the presence of :

Philip Allison

SIGNED SEALED AND DELIVERED by the said)
James William Burnett Read in the presence of :

SIGNED SEALED AND DELIVERED by the said)
Mary Kirkby in the presence of :

*William G. Linc.
Schubert.
Amos*

Mary Kirkby

SIGNED SEALED AND DELIVERED by the said)
Gordon Calvert Lee in the presence of :

*W. G. Calvert Lee Rector of Utterby.
E. Wilkinson 4/11/47.*

SIGNED SEALED AND DELIVERED by the said)
Sidney Maurice Brader in the presence of :

*S. M. Brader 15/2/47.
Frank Rush*

SIGNED SEALED AND DELIVERED by the said)
Clara Graddon in the presence of :

*Clara Graddon
Henry Cooper.*

SIGNED SEALED AND DELIVERED by the said)
George Tasker in the presence of :

*George Tasker
Frank Rush*

SIGNED SEALED AND DELIVERED by the said)
Frank Rush in the presence of :

*Frank Rush
George Tasker*

SIGNED SEALED AND DELIVERED by the said)
Arthur Ernest Prestwood in the presence of :

Arthur Ernest Prestwood

SIGNED SEALED AND DELIVERED by the said)
Henry Cooper in the presence of :

*Henry Cooper.
Clara Graddon*

DATED. 22nd January 1948.

THE TRUSTEES OF M.S.A.C. BENSON
Deed, and another.

- to -

THE UTTERBY VILLAGE HALL TRUSTEES.

Conveyance

AND TRUST DEED

-of-

The Village Hall and other buildings
and .169 acres of land at Utterby in
the County of Lincoln.

Darby, Epton & Griffith.
Lincoln.

RECEIVED
23 JAN 7 1948 XL