

of the THIS DEED OF CONVEYANCE is made the
nineteenth day of March 1940 BETWEEN HENRY WILLIAM GRANT
of Ridge Cap Lynchmere near Haslemere in the County of Sussex
Admiral C.B. (hereinafter called "the Donor") of the one part
and GEOFFREY WILBERFORCE TIBBS of Lynchmere Vicarage near Haslemere
aforesaid Clerk in Holy Orders WILLIAM JAMES PARKE HUME of Brinksway
Lynchmere aforesaid a Lieutenant Colonel (retired) in H.M. Army C.M.G.
the said HENRY WILLIAM GRANT and FRANCES ELAINE ABBOTT of Midtimber
Lynchmere aforesaid Spinster (hereinafter called "the Trustees") of the
other part WHEREAS the donor is seised in fee simple in possession of
the hereditaments hereinafter described subject to the reservation of
easement of light for the benefit of the adjoining property contained
in an indenture of Conveyance of the 31st December 1901 and made between
John Grover of the one part and Emily Holland the wife of the Reverend
Charles Holland of the other part and subject to the stipulations and
conditions set out in the first Schedule to the said Conveyance which said
stipulations and conditons are set out in the first schedule hereto
if and so far as such easement of light and such stipulations and conditions
are now subsisting and capable of taking effect and subject to and with
the benefit of two grants of easement of drainage contained in two deeds
dated the 22nd September 1939 and the one made between Phoebe Ann Silk
and William Henry Silk of the first part Fanny Sarah Colebrook of the
second part the Chichester Diocesan Fund and Board of Finance
(Incorporated) of the third part and the said G.W. Tibbs W.J.P. Hume
and the donor of the fourth part and the donor of the fifth part and the
other made between the said the Chichester Diocesan Fund and Board of
Finance (Incorporated) of the first part the said G.W. Tibbs W.J.P. Hume
and the donor of the second part and the donor of the third part but
otherwise free from incumbrances and desires to convey the same to the
trustees upon trust for the charitable purposes hereinafter mentioned.

NOW THIS DEED WITNESSETH that the Donor as beneficial owner hereby
grants unto the Trustees ALL THAT piece or parcel of freehold land
situate in the Parish of Lynchmere aforesaid and more particularly
delineated and described in the plan drawn on a conveyance dated the
7th March 1939 and made between Winifred Amy Holland and John Pitfield

of the one part and the donor of the other part and thereon coloured pink and having a frontage of 58 feet to the road leading from Lynchmere to Haslemere a depth of 150 feet on each side and a measurement to the rear of 60 feet all such dimensions being little more or less together with the hall or building erected thereon TO HOLD the same unto the Trustees in fee simple (but subject to the easement of light and to the stipulations and conditions hereinbefore mentioned and subject to and with the benefit of the easements of drainage hereinbefore mentioned) Upon the trusts and subject to the powers and provisions set out in the second Schedule hereto.

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 before written.

THE FIRST SCHEDULE above referred to

Stipulations and conditions contained in the
aforesaid Conveyance of the 31st
December 1901.

1. That the Purchaser should forthwith make and for ever maintain proper boundary walls or fences on the north side of the said land.
2. No pump for the acquisition of water nor any well should be set up constructed or sunk upon the said land unless the Vendor his heirs and assigns should be unable or unwilling to supply water to the Purchaser her heirs or assigns at rates charged by the Wey Valley Company and fit for household consumption and in sufficient quantity for the occupiers reasonable requirements.
3. Neither the Purchaser her heirs or assigns nor her or their tenants of the land thereby conveyed should make any objection or take any proceedings of any kind whatsoever on account of the Vendor his heirs or assigns making and burning bricks on the existing brickyard on the adjoining land of the Vendor in the manner then adopted.

THE SECOND SCHEDULE above referred to

1. The trustees shall forthwith apply to the Charity Commissioners for England & Wales for an Order vesting the trust premises hereby granted in the Official Trustee of Charity Lands and upon such order being made the Trustees shall cease to be the Trustees of the trust premises and the Charity constituted by this Deed (hereinafter called "the Charity")

- and the endowments thereof (if any) shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof under the title of the Maud Hardman Hoyle Memorial Hall.
2. The Committee of Management (hereinafter referred to as "the Committee") shall consist of not more than four competent persons being three ex-officio members and one representative of the relatives or connections for the time being of the late Maud Hardman Hoyle formerly of High Beech Kingsley Green Haslemere aforesaid which said representative shall have power in writing to nominate his or her successor provided always that there should be no such representative as aforesaid able or willing to act the ex-officio members shall have power to co-opt one member at their absolute discretion and on such terms and conditions as they shall think fit provided only that such co-opted member shall be and remain resident in the Ecclesiastical Parish of St. Peters Lynchmere.
3. The ex-officio members of the Committee shall be the Vicar and Churchwardens for the time being of the said Ecclesiastical Parish of St. Peters Lynchmere.
4. 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 hereinafter mentioned a declaration of acceptance and of willingness to act in the trusts of this Deed.
5. No member of the Committee and no member of any sub-Committee shall receive any remuneration or be financially interested in any work done or goods supplied for or to the Charity.
6. There shall be an annual general meeting to be convened by the Committee in the month of December in each year the first of such meetings to be convened in the month of December 1940 by one week's previous notice in writing to be affixed to some conspicuous part of the trust premises or other conspicuous place or places in the said Ecclesiastical parish of St. Peters Lynchmere of the inhabitants of the age of 18 years or upwards of either sex of the said parish for the purpose of receiving the report and accounts of the Committee.
7. The Committee shall hold at least two ordinary meetings in each year and so that there shall not be more than 6 months between each of such meetings.
8. The first meeting of the Committee shall be summoned by the Vicar

of the said Ecclesiastical parish of St. Peters Lynchmere or if he fails for two calendar months after the date hereof to summon a meeting by any two members of the Committee.

9. A special meeting may at any time be summoned by the Chairman or any two members upon four days notice being given to all the other members of the Committee of the matters to be discussed.

10. The Committee shall at their first ordinary meeting in each year elect a member to be Chairman at the meetings of the Committee until the commencement of the first ordinary meeting in the following year provided that the Chairman shall always be eligible for re-election.

11. If at any meeting the Chairman shall not be present within ten minutes after the time appointed for holding the same or if there shall be no Chairman the members of the Committee present shall choose one of their number to be Chairman of the meeting.

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

13. Every matter shall be determined by the majority of votes of the members of the Committee present and voting on the matter provided that in case of equality of votes the Chairman of the meeting shall have a ^{ing} cast/vote whether he has or has not previously voted on the same matter but so that no member of the Committee shall in any other circumstances give more than one vote.

14. The Committee may from time to time make and alter Rules and Regulations for the conduct of the 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 a 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 of the Committee who shall form a quorum at its meetings.

- PROVIDED ALWAYS that if any rules and regulations made hereunder are inconsistent with the provisions of this Deed the latter shall prevail
15. The Committee shall permit the hall being part of the said trust premises to be used by the inhabitants of the said Ecclesiastical parish of St. Peters Lynchmere as a Public Hall and Reading and General Recreation Room for public and private meetings and Sunday School Classes and for such other purposes for the accommodation or benefit of the said inhabitants without distinction of sect or denominations within the Christian Religion and whether gratuitously or for a consideration as the Committee in their sole discretion shall from time to time decide or direct.
16. Subject to the condition that the use of the said hall for the purposes hereinbefore specified shall not be unduly interfered with the Committee may from time to time and either gratuitously or for a consideration let or lend the use of the whole or any part of the said hall for such purpose or purposes as they shall in their absolute discretion think proper.
17. The Committee may from time to time appoint or make provision for the appointment of two or more persons whether members of the Committee or not to be a sub-Committee (hereinafter referred to as "the sub-Committee") for discharging such functions in connection with the trust premises or any part thereof and the management thereof and in such manner and subject to such rules as the Committee shall prescribe.
18. All monies received in respect of the use of the trust premises and all pecuniary donations for the benefit of the Charity shall be paid into a trust account at the Midland Bank Ltd. at Haslemere aforesaid or at such other Bank as shall from time to time be substituted therefor by the Committee.
19. The cost of repairs and insurance and all other charges and outgoings payable in respect of the trust premises and all other proper costs charges and expenses of and incidental to the administration and management of the Charity and the property thereof shall be first defrayed by the Committee out of the income of the Charity provided always that a sum equal to one half of the net annual income produced by interest or dividends received on account of capital monies invested in any endowment fund shall be set aside annually to form a maintenance fund to be used exclusively for the structural repair and maintenance of the said hall excluding the furniture therein such sum to be set aside not to exceed the sum of £10. in any one year provided further that the said maintenance

fund shall at no time exceed the sum of £100.

20. Subject to the payments and reservations as aforesaid the yearly income of the Charity shall be applied by the Committee in such manner as they shall think best for the maintenance and improvement of the trust premises.

21. A Minute Book and books of account shall be provided and kept by the Committee.

22. The Committee may receive in augmentation of the income of the Charity any donations or other contributions and may also receive donations or other contributions for any special purposes connected with the Charity not inconsistent with or calculated to impede the objects or carrying on of the work thereof

23. The Committee may from time to time in their absolute discretion set aside any monies received from donations or other voluntary contributions to form an endowment fund (hereinafter called "the Endowment Fund") which fund shall be held upon the following trusts and with the following powers

(a) Upon trust to invest the same in the names of all the members for the time being of the Committee in any investments for the time being authorised as investments for trust money with power to transpose such investments into others of a like nature.

(b) Upon trust to apply the income resulting therefrom in such manner as they think fit for the purposes of the Charity subject to the provisions hereinbefore contained.

(c) The Committee shall have power at their absolute discretion to authorise or carry out any improvement for the permanent benefit of the trust premises or any necessary works in connection with the trust premises and to pay any necessary costs charges outgoings or expenses in connection therewith out of the capital of the Endowment Fund notwithstanding the same are such as would usually be payable out of income.

(d) In the event of the power of sale of the trust premises hereinafter provided being exercised the Committee shall have power with the consent of the Charity Commissioners but otherwise at their absolute discretion to allocate the whole or any part of the Endowment Fund that shall be in existence at the time of such sale as they shall with such consent as aforesaid consider sufficient in the existing circumstances for or towards the formation of an Endowment Fund for the Almshouses hereinafter

mentioned on such terms and conditions and subject to any and such trusts as they with such consent as aforesaid in their absolute discretion shall think fit and any part of the Endowment Fund now so allocated as aforesaid shall be applied in the manner in which the monies received from the sale of the trust premises are hereinafter by clause 26 (1) directed to be applied.

24. The Committee may upon the vote of a majority of its members and with the consent in writing of the Charity Commissioners first obtained 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 or repay in whole or in part and from time to time any existing mortgage or charge on the said premises.

25. If the Committee by a majority decides 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 18 years or upwards of the said Ecclesiastical Parish of St. Peters Lynchmere of which meeting not less than 28 days notice (which notice shall state 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 sell the trust premises or any part thereof.

26. All monies arising from such sale (after satisfaction of any liabilities properly payable thereat) shall be applied

(1) In the purchase with the consent of the Charity Commissioners of land and the erection thereon and equipment of Almshouses to be known as The Maud Hardman Hoyle Almshouses In or near the said Ecclesiastical Parish of St. Peters Lynchmere to be occupied by such poor or necessitous persons as the committee in their absolute discretion shall appoint provided only that consideration shall first be given to any person or persons who shall have been resident in the said Parish for a period of at least five years immediately prior to such appointment either gratuitously or at such rent and on such terms and conditions as the Committee for the time being shall in their absolute discretion direct and

(2) Should there be no Endowment Fund at the time of such sale or should the Endowment Fund or/part thereof allocated as aforesaid ^{the} be insufficient to endow the said Almshouses in the then existing circumstances for or towards the provision of an endowment fund for the said Almshouses to be held by the Committee for the time being together with the Endowment Fund (if any) or the part thereof allocated as aforesaid.

SIGNED SEALED AND DELIVERED by the)
above named HENRY WILLIAM GRANT)
in the presence of:-)

SGD. H. W. GRANT (L.S.)

Sydney L. Croft,
35 The Avenue,
Gravesend.
Assistant Secretary Cables & Wireless Ltd.

SIGNED SEALED AND DELIVERED by the)
above named GEOFFREY WILBERFORCE)
TIBBS in the presence of:-)

SGD. G. W. TIBBS (L.S.)

Dorothy Capner, (Widow),
22 Lansdowne Road,
Bedford.

SIGNED SEALED AND DELIVERED by the)
above named WILLIAM JAMES PARKE)
HUME in the presence of:-)

SGD. W. J. P. HUME (L.S.)

Margaret Irvine,
Brinksway,
Haslemere.

SIGNED SEALED AND DELIVERED by the)
above named FRANCES ELAINE ABBOTT)
in the presence of:-)

SGD. F. E. ABBOTT (L.S.)

A.M. Addison,
Midtimber,
Lynchmere,
Nr. Haslemere.
Spinster.