



IN THE MATTER of THE VILLAGE HALL

- at -

Hutton le Hole in the County of York

Copy

CONVEYANCE and TRUST DEED

*REGISTRATION NUMBER UNDER
CHARITIES ACT*

230327

CODE 531

Received 121271. 18E 4 August 1939 Charity Commission

*Herbert J Jeffrey & Son
Solicitors
Bradford*

THIS DEED OF GIFT is made the 19th June One thousand nine hundred and thirty nine BETWEEN FREDERICK JAMES BURNLEY of Keld Close, Hutton le Hole in the County of York Gentleman (hereinafter called "the DONOR") of the one part and ARNOLD STEPHENSON ROWNTREE of Chalfonts in the City of York Gentleman and the said FREDERICK JAMES BURNLEY (hereinafter called "the Trustees") of the other part.-----

WHEREAS the Donor is the Estate Owner in respect of the fee simple of the property hereby assured for his own use and benefit absolutely free from incumbrances and is desirous of giving the same to the Trustees upon the trusts and subject to the powers and provisions hereinafter contained.-----

AND WHEREAS the Trustees have requested the Donor to convey the said property in manner hereinafter appearing.-----

NOW THIS DEED WITNESSETH as follows:-

1-----IN PURSUANCE of the said desire the Donor hereby conveys and disposes unto the Trustees ALL THAT piece or parcel of grounds situate at Hutton le Hole in the County of York containing twenty perches or thereabout bounded to the North by property of James Simpson and Beatrice his Wife on the South by

property of *Kenneth Clarkson Allen* on the West by the centre of Hutton Beck and on the East by the Village Street of Hutton le Hole with the stable standing thereon on which ground a Common Right House formerly stood. TOGETHER with the appurtenances (hereinafter called "the Trust Premises") TO HOLD unto the Trustees in fee simple SUBJECT to the covenants in a Deed dated the twenty-first day of April One thousand nine hundred and thirty eight and made between the said *Kenneth Clarkson Allen* of the one part and the said *Frederick James Burnley* of the other part UPON the Trusts and subject to the powers and provisions set forth in the First Schedule hereto.-----

2-----IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the value or the aggregate value of the property conveyed or transferred exceeds Five hundred pounds.-----

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.-----

THE FIRST SCHEDULE above referred to

1 Vesting of Property

1-----THE Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an Order vesting the Trust Premises hereby conveyed 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 shall thereafter be administered and managed by the members for the time being of the Committee of Management hereinafter mentioned as the Trustees thereof.-----

2 Objects

2-----THE Trust Premises shall be held upon trust for the purposes of physical and mental 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 Township of Hutton le Hole in the County of York and its immediate vicinity (hereinafter called "the said Township") without distinction of sex or of political, religious or other opinions subject to the provisions of these presents.-----

3 Restrictions of User

3-----SO long as the Trust Premises are held and used under the Trust contained in Clause 2 of the Schedule no intoxicants shall be consumed upon

or brought on to the Trust Premises except when the Trust Premises shall be hired for private parties, dinners, wedding receptions and the like or when a temporary licence for sale or consumption of intoxicants upon the Trust Premises is held by or on behalf of the Committee of Management referred in Clause 4 of this Schedule.-----

4 Management

4-----THE general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called "the Committee") consisting of not more than eighteen Members of whom four shall be elected at the First General Meeting referred to in Clause (5) hereof in the first instance and subsequently at the Annual General Meetings. The Organisations mentioned in the second column of the Second Schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of subsequent annual appointment of members. The persons whose names appear in the first column of the Second Schedule hereto have been appointed by the Organisations mentioned in the second column of that Schedule opposite their respective names and shall together with the members appointed at the first General Meeting as aforesaid be the first members of the Committee, in addition to the Members of the Committee

appointed as above the Committee shall have the power to co-opt not more than four members to represent interests in the said township not represented by any organisation.-----

5 General Meetings

5-----THERE shall be an Annual General Meeting which shall be convened by the Committee in the month of May in each year the first of such meetings (herein called the First General Meeting) to be convened in the month of May One Thousand nine hundred and thirty-nine by one week's notice, to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the said Township, of the inhabitants of the age of eighteen years or upwards of either sex of the said Township for the purposes of receiving the Report and Accounts of the Committee and for accepting the resignation of members of the Committee and for the purpose of appointing Four members under Clause (4) hereof and for taking such action as it may decide under Clause (9) hereof.-----

6 Retirement of Committee

6-----ALL members of the Committee shall retire annually at the 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.-----

7 Casual Vacancies

7-----*A casual vacancy arising from the death or resignation or removal of a Member of the Committee appointed by an Organisation shall be filled by the Organisation by which such member shall have been appointed. In the event of a vacancy arising through (death), resignation, or removal of a member of the Committee appointed at a General Meeting or a co-opted member the Committee shall have power to fill such vacancy. Any person appointed to fill a casual vacancy shall retire at the time the Vacating Member would have retired.-----*

8 New Organisations

8-----*IN the event of any other Organisations being formed in the said Township 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 organisations 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 (4) hereof may be increased but no such Resolution shall be*

effective until it has been approved by an Order of the Charity Commissioners.-----

9 Extinct or Inactive Organisations

9-----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.-----

10 Saving from Defects in Appointments

10-----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.-----

11 Rules

11-----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 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 number of Members of the Committee.-----

12 Bankers

12-----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 Barclays Bank Limited, Kirbymoorside in the County of York or at such other bank as shall from time to time substituted therefore by the Committee.-----

13 Application of Funds

13-----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 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.-----

14 Borrowing Powers

14-----THE Committee may upon the vote of a majority of its Members and (when needed) 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 or repay in whole or in part and from time to time any existing Mortgage or Charge on the said premises.-----

15 Winding Up

15-----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 herein before indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the said Township of which Meeting not less than fourteen days notice (stating the terms or scope of a Resolution to be proposed therat) shall be posted in some conspicuous place or places on the Trust Premises and advertised in a newspaper circulating in the said Township 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 said Township 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.-----

16 Saving from Inconsistent Rules

16-----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.-----

THE SECOND SCHEDULE above referred to

Column 1

Names of Representatives

- 1 - Mr James Simpson
- 2 - Admiral Sir Cyril Fuller
- 3 - Miss Cordelia Frank
- 4 - The Rev. Thomas Wallis Edwards
- 5 - Mrs Hilda Ventress
- 6 - Raymond Hayes
- 7 - Tom Strickland
- 8 -
- 9 -
- 10 - Mrs Edith Strickland

Column 2

Organisations at Hutton le Hole in the County of York

- 1 - The Hutton le Hole Parish Meeting
 - 2 - The Hutton le Hole members of the Lastingham Parochial Council
 - 3 - The Hutton le Hole Methodist Chapel
 - 4 - The School Managers of the Hutton le Hole Church School
 - 5 - The Hutton Le Hole Women's Institute
 - 6 - The Hutton Le Hole Reading Room and Library
 - 7 - The Hutton le Hole members of the Kirbymoorside Young Farmer's Club
 - 8 - The Hutton le Hole Cricket Club
 - 9 - The Hutton le Hole Ladies' Cricket Club
 - 10 - Hutton le Hole Local Committee of the Fadmoor and District Nursing Association
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Memorial Registered at Northallerton

28th July 1939

Vol. 778 Page 158 No. 57

Herbert G. Thornton? Registrar

North Riding of Yorkshire Registry of Deeds

The Charity Commissioners G.R. for England & Wales

23rd August 1939

*Recorded on the Books of the Charity Commissioners for England and Wales
Pursuant to the Provisions of Section 29(4) of the Settled Land Act 1925*

SIGNED sealed and delivered by the
said Frederick James Burnley in the
presence of:-

H. A. Jeffrey
Solicitor
Bradford

Fredk. Jas. Burnley

L.S.

SIGNED sealed and delivered by the
said Arnold Stephenson Rowntree in
the presence of:-

Elisabeth H. Rowntree
Chalfonts,
York

Arnold S. Rowntree

L.S.

May 19th 1939
