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W.S. NORTH ESQ.

to

STOCKBRIDGE PARISH COUNCIL

Conveyance
AND TRUST DEED

White Brooks & Gilman, Solicitors,
Winchester

FINANCIAL ACT 1951
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This Conveyance

and TRUST DEED is made the 11th day of September One

Thousand Nine Hundred and Seventy-six BETWEEN WILLIAM STANLEY NORTH of Manor Farm Stockbridge in Hampshire (hereinafter called "the Vendor") of the one part and THE PARISH COUNCIL OF STOCKBRIDGE in Hampshire (hereinafter called "the Council" which expression shall where the context so admits include the Council's successors in title of the other part

WHEREAS:

The Council holds the sum of Two Thousand Eight Hundred Pounds which has been donated upon trust for the provision and maintenance of a Recreation Ground WHEREAS:

The Vendor is seised of an estate in fee simple in possession of the property hereinafter described free from incumbrances and has agreed with the Council for the sale thereof to them of a like estate in possession at the price of Two Thousand Eight Hundred Pounds WHEREAS: the Council has requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

(1) The Interpretation Act 1889 applies for the interpretation of this Deed as it applies for the interpretation of an Act of Parliament

(2) The Council is the Trustee of the Stockbridge Recreation Ground (hereinafter called "the Charity")

(3) IN pursuance of the said agreement and in consideration of the sum of Two Thousand Eight Hundred Pounds now paid by the Council to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Council ALL THAT piece or parcel of land situate to the north of the High Street in Stockbridge in the County of Hampshire and containing an area of Two point seven two two two acres or thereabouts ALL WHICH said piece or parcel of land is shown for the purposes of identification only on the plan annexed hereto and thereon coloured red TOGETHER WITH the rights set out in the First Schedule hereto TO HOLD the same unto the Council in fee simple subject as hereinafter contained upon the Trusts and subject to the powers and provisions set out in the Third Schedule hereto

(4) The Council hereby covenants with the Vendor to observe and perform the covenants as to the maintenance of a pathway contained in a Conveyance dated the Twenty-first day of May One Thousand Nine Hundred and Fifty-seven and made between William Wilfred Lawson Whitlock of the one part and the Vendor of the other part so far as the same is still subsisting and capable of being enforced

(5) The Council to the intent that the benefit of this covenant shall be annexed to each and every part of the adjoining property vested in the Vendor (shown edged green on the attached plan) and so that the burden hereof may run with and bind (so far as

may be) the property hereby conveyed and in any hands the same may come (but not to render the Council personally liable for any breach or omission which may occur after it shall have parted with all interest therein) hereby covenants with the Vendor to observe and perform the covenants and stipulations contained in the Second Schedule hereto _____

(6) The Council shall not within eighty years from the date hereof sell or otherwise dispose of the property comprised in this Conveyance unless it has first offered to the Vendor the opportunity of re-purchasing the same in manner and on the terms following:-

- (i) in such case the Council shall make an offer in writing to the Vendor to sell the property aforesaid to him and such offer shall remain open for acceptance for a period of twenty-eight days from the date thereof (but so that such last-mentioned period shall in no case exceed the limit of time fixed by the duration of the right of pre-emption hereinbefore reserved to the Vendor
- (ii) if the Vendor shall before the expiration of the said period of one month in writing accept such offer the Council shall re-sell the property to the Vendor upon the terms hereinafter mentioned
- (iii) until the expiration of such period of twenty-eight days the Council shall not be at liberty to sell the property otherwise than in accordance with the Vendor's right of pre-emption unless the said offer shall in the meantime have been unconditionally declined by the Vendor in writing
- (iv) if such offer shall be so declined or shall be determined by lapse of time as aforesaid the Purchaser may thereafter sell or dispose of the property as it shall think fit and the limitation on the use of the said land in clause 6 (a) of the Second Schedule hereto shall be unenforceable
- (v) an offer under this clause shall be sufficiently made if delivered or sent by pre-paid registered post to the last known place of abode in Great Britain and Northern Ireland of the Vendor and such offer shall be deemed to have been made at the time of such delivery or posting and by placing a Notice of offer in some conspicuous place on the land now retained by the Vendor edged green on the said plan

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Trustees

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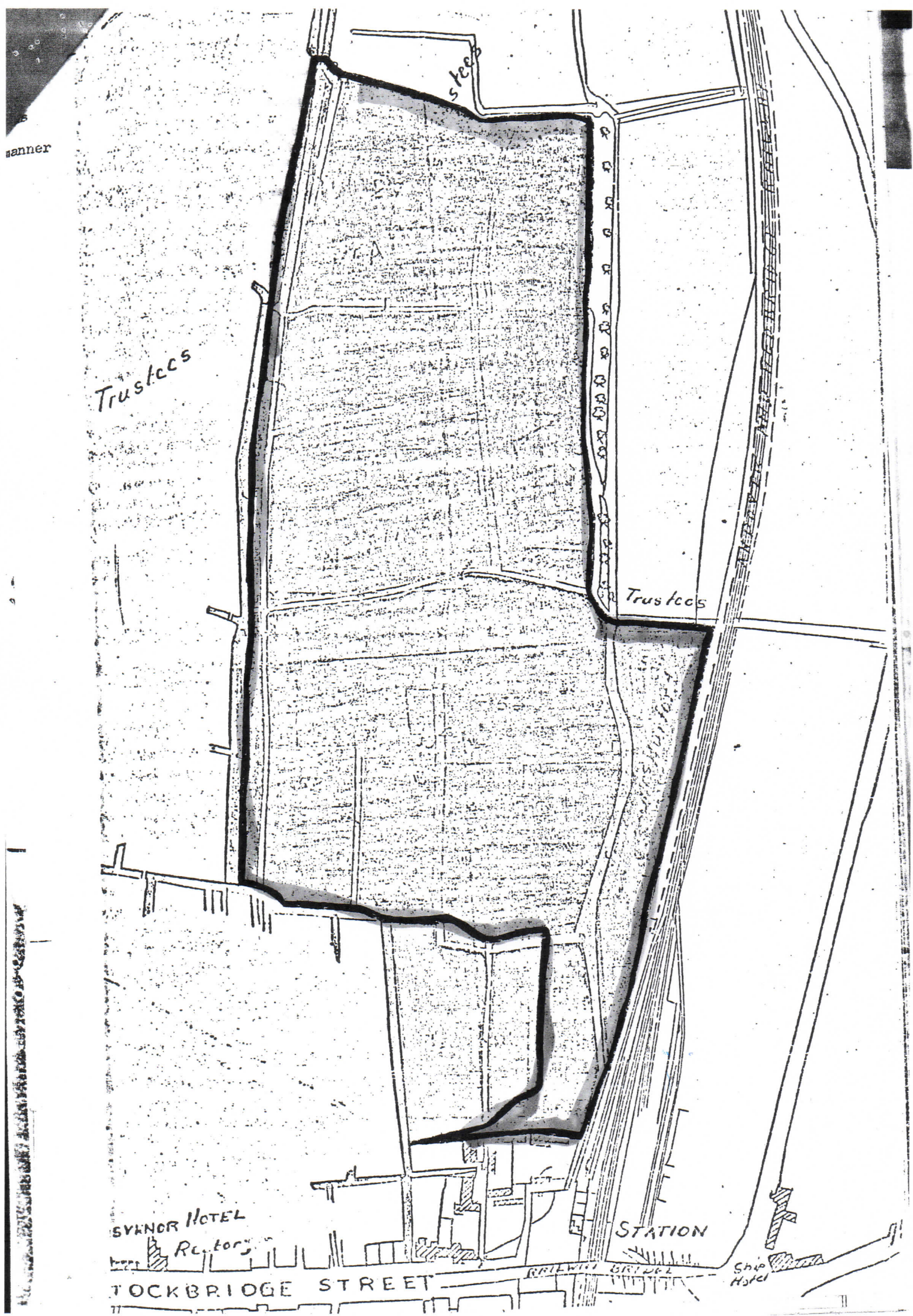
SYKOR HOTEL
Rectory

STATION

Ship Hotel

TOCKBRIDGE STREET

RAILWAY BRIDGE



- (vi) for all purposes connected with the exercise of this right time shall be of the essence of the Contract
- (vii) in this and the following clause the expression "the Vendor" shall include his successors in title and the expression "the Council" shall include its successors in title to the property hereby conveyed
- (viii) the re-sale under the said right of pre-emption shall be made upon and subject to the following further terms and conditions:-

- (a) The price shall be fixed by the valuation of a qualified Valuer to be agreed upon by the parties or in default of agreement to be appointed by the President for the time being of the Institute of Chartered Surveyors so that the price so fixed shall be the market value price (disregarding for these purposes the limitation placed on the use of the land by virtue of clause 6(a) of the Second Schedule hereto) at the date of the offer and the costs of such valuation shall be paid equally by the parties hereto
- (b) A deposit of ten per cent of the agreed price shall be paid to the Council's Solicitors immediately upon the acceptance in writing of the offer to sell and if the person exercising the said right shall make default in completing the re-purchase in accordance herewith such deposit shall be forfeited
- (c) The re-purchase shall be completed and the amount or balance of the purchase price paid within twenty-eight days after such acceptance in writing as aforesaid or within seven days after the price shall have been fixed as aforesaid whichever period is shorter
- The person exercising the said right shall not be entitled to make any enquiry or requisition or take any objection to the Council's title save in respect of matters arising after the date of this Conveyance

(7) The Vendor hereby acknowledges the right of the Council to production of the said Conveyance of Twenty-first day of May One Thousand Nine Hundred and Fifty-seven and to delivery of copies thereof and hereby undertakes for the safe custody thereof

(8) 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 Fifteen thousand pounds _____

IN WITNESS whereof the Vendor has hereunto set his hand and seal

and VALENTINE LUNN

and JOHN ERIC FENNING

two Members of the Council have pursuant to a Resolution of the Council

passed on the *Tenth* day of *June* 1976.

hereunto set their hands and seals the day and year first before written _____

THE FIRST SCHEDULE before referred to

(Rights conveyed)

- (a) A right of way in favour of the Council in common with the Vendor and all other persons have the like right over the pathway coloured blue on the said plan
- (b) A right of way for the Council and their successors in title and all persons authorised by them (in common with the Vendor) to pass and repass with or without vehicles over and along the accessway coloured brown on the said plan at all times and for all purposes
- (c) A right of way at all reasonable times for the Council and their servants and workmen and all other persons authorised by them (in common with the Vendor and his successors in title) to pass and repass with or without vehicles over the retained land of the Vendor for the purpose of fulfilling its obligations herein contained to make good the roadway between the points "C" "D" on the said plan

THE SECOND SCHEDULE before referred to

(Covenants imposed)

- (a) To use the land hereby conveyed for the purpose only of a football pitch and Recreation Ground
- (b) To forthwith erect an eight feet high chain link fence on the boundaries marked "H" on the plan annexed and to hang two twelve feet wide gates at the points marked "G" - "G" on the said plan made of galvanised iron and covered with chain link at a height of eight feet and to erect a similar eight feet chain link fence on the boundary between the points marked "O/P" on the said plan if the Vendor gives notice in writing to the Council of such request Provided Always that the Vendor shall not give such notice in writing unless the Council or other persons enjoying the property hereby conveyed trespass

on the adjoining property of the Vendor

- (c) To forever hereafter maintain the said fences and gates in good condition to the reasonable satisfaction of the Vendor
- (d) To plant along the northerly and easterly boundaries of the property a quick hedge and forever after keep the same properly trimmed and cut and kept within the boundaries of the property hereby conveyed
- (e) To make up a track twelve feet wide suitable for use by farm animals and machinery along the eastern side of the spearbed between the points 'C' and 'D' on the said plan and to the reasonable satisfaction of the Vendor and to hereafter keep the same in good repair and condition for a period of ten years from the date hereof
- (f) To keep the said access road between the points 'A' and 'Y' clear at all times
- (g) Not to cause a nuisance or annoyance to the owners and occupiers for the time being of the adjoining land retained by the Vendor
- (h) In the event of the Vendor's retained land being flooded by reason of the filling in of the ditches on the said land the Council shall forthwith reinstate the Vendor's retained land to the reasonable satisfaction of the Vendor
- (i) In the event of the Vendor becoming concerned as to the condition of his access between points 'A' and 'C' on the said plan the Council will lay down chalk or hardcore where required to remedy the situation to the reasonable satisfaction of the Vendor

THE THIRD SCHEDULE before referred to

(Trusts upon which the property is held)

1. (i) The property hereby conveyed (hereinafter called the Trust Property) shall be held upon trust for the purposes of a Recreation Ground or Park for the use of the inhabitants of the Parish of Stockbridge in the County of Hampshire with the object of improving the conditions of life of the said inhabitants
- (ii) The Charity shall be administered in conformity with the provisions of this Deed by the Committee of Management hereinafter constituted (and hereinafter called "the Committee") who shall be the Charity Trustees of the Charity within the meaning of Section 46 of the Charities Act 1960

PROVIDED that until the end of the first Annual General Meeting to be held after the date of this Deed the Charity shall be administered in accordance with the provisions of this Deed by the following persons:-

JOHN FOORD of "Fairview" Stockbridge.

ELIZABETH ANN VINEY of Jacobs House, High Street Stockbridge.

ERIC EDWARD FENNING of High Street Stockbridge.

DAVID JOHN WEBB of 2 Cottonworth Cottages, Fullerton near Andover.

TREVOR IAN DANCE of 12 Bere Hill Caravan Site Whitchurch.

2. The Parish Council of Stockbridge shall be the Custodian Trustees of the Charity and the provisions of Sub-Section (ii) of Section 4 of the Public Trustee Act 1906 shall apply to the said Council and to the Committee respectively in like manner as they apply to the Public Trustee and Managing Trustees

3. (i) Except as hereinafter in this clause provided the Committee shall consist of:

Two elected Members and

Four representative Members and

may include not more than two co-opted Members

(ii) The elected Members (other than those appointed under Sub-Clause vii) of this Clause if there were casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided

(iii) Two representative Members shall be appointed by each of the following Organisations:-

The Stockbridge Parish Council

The Stockbridge Football Club

(Those names of those representative Members shall be notified by the said Organisations to the Secretary of the Committee)

(iv) Co-opted Members shall be appointed at a duly constituted meeting of the Committee

(v) Subject to the provisions of Sub-Clauses (vi) and (viii) of this Clause the period of office of Members shall commence:-

(a) in the case of elected Members at the end of the Annual General Meeting at which they were elected

(b) in the case of representative Members on the day on which notification of their appointment is received by the Secretary

(c) in the case of co-opted Members from the date of their co-option

(vi) All Members of the Committee shall retire from office together at the end of the Annual General Meeting next after which they came into office but they may be re-elected or re-appointed

(vii) 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 named in sub-clause (iii) of this Clause

(viii) 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
Casual vacancy in the office of Elected Member may be filled by the Committee and the period of office of an Elected Member elected to fill a casual vacancy shall commence at the end of the Meeting of the Committee at which he was so elected

X (ix) The constitution of the Committee as hereinbefore provided may on the application of the Committee be altered from time to time by Order of the Charity Commissioners

4. 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 _____

5. No person shall be entitled to act as a Member of the Committee whether on a first or on a 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 _____

6. Except in special circumstances with the approval in writing of the Charity Commissioners no Member of the Committee shall take or hold any interest in any property belonging to the Charity otherwise than as a Trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Charity _____

7. Any Member who is adjudged bankrupt or 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 _____

8. The Committee shall hold at least two Ordinary Meetings in each year 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 _____

9. 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 Meeting and may elect one of their number to be the Vice Chairman The Chairman and Vice Chairman shall continue in office until their respective successor are elected _____

If the Chairman is absent from any Meeting the Vice Chairman (if any) shall preside ; otherwise the Members present shall before any ther businessis transacted choose one of their number to preside at that Meeting

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

11. (i) There shall be an Annual General Meeting in connection with the Charity which will be held in the month of _____ in each year or as soon as practicable thereof
- (ii) All inhabitants of the area of benefit of eighteen years of age and upwards will be entitled to attend and vote at the Annual General Meeting
- (iii) The first Annual General Meeting after the date of this Deed shall be convened by the persons named in Clause 1(ii) hereof 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 fourteen 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 convenors think fit
- (iv) 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 In case of equality of votes the Chairman of the Meeting shall have a second or casting vote
- (v) The Committee shall present to each Annual General Meeting the Report and Accounts of the Charity for the preceding year

12. The Committee shall cause any buildings and other property of the Charity at all times to be kept in repair and sufficiently insured against fire theft public liability and other insurable risks _____

13. After satisfying its obligations under clause 12 hereof the Committee shall as and when it thinks fit apply the net yearly income for the purposes of the Charity _____

14. Any sums of cash at any time belonging to the Charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners) be invested _____

15. The Committee may receive any additional donations or endowments for the general purposes of the Charity and it may also accept donations or endowments for any special objects connected with the Charity not inconsistent with the provisions of this Deed _____

16. The Committee shall provide and keep a Minute Book and books of account All proper statements of account in relation to the Charity shall in each year be prepared as prescribed by Section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council of Stockbridge _____

17. The Committee may with the consent of the Charity Commissioners 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 may repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property _____

18. 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 three quarters of such inhabitants present and voting at such Meeting the Committee may with the consent of the Charity Commissioners 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 shall 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 Charity Commissioners and meanwhile such moneys shall be invested 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 investment or shall be used in

furthering the purposes specified in this Deed _____

19. Within the limits prescribed by this Deed the Committee may from time to time make and alter rules for the management of the Charity and in particular with reference to:

- (a) The terms and conditions upon which the Trust Property may be used by persons or bodies other than the Committee for the purposes specified in this Deed and the sum (if any) to be paid for such use:
- (b) The deposit of money at a proper bank and the safe custody of the documents:
- (c) The appointment of an Auditor:
- (d) The engagement and dismissal of such officers servants and agents as the Committee may consider necessary and the payment of such persons (not being Members of the Committee):
- (e) The summoning and conduct of meetings including the number of Members who shall form a quorum thereat PROVIDED that at meetings of the Committee the quorum shall not be less than one half of the total number of the Members for the time being

POWERS OF THE COUNCIL
(as Custodian Trustees)

1. The Council shall have no powers of Management except such as are expressly conferred on them by this Deed _____
2. As between the Council and the Committee and subject and without prejudice to the rights of any other persons the Council shall have the custody of all securities and documents of title relating to the Trust Property but the Members of the Committee or any of them shall have free access thereto and be entitled to take copies thereof or extracts therefrom _____
3. The Council shall concur in and perform all acts necessary to enable the

Committee to exercise their powers of management or any other power or discretion vested in them (including the power to pay money or securities into Court) unless the matter in which they are requested to concur is a breach of trust or involves a personal liability upon them in respect of cause or otherwise but unless they so concur the Council shall not be liable for any act or default on the part of the Committee or of any of the Members thereof acting in the trusts hereof _____

4. The Council shall at all times be kept indemnified by the Committee against all liability in respect of any act or default on the part of the Committee for which the Council are not to be liable in the terms of Clause 3 and shall be indemnified by the Committee against all liability arising out of the performance of the covenant contained in the Conveyance of Twenty-first May One thousand nine hundred and fifty-seven hereinbefore referred to and in the performance and observation of the covenants contained in the Second Schedule hereto _____

SIGNED SEALED AND DELIVERED by the)
said WILLIAM STANLEY NORTH in the)
Presence of:

*Witness have
address*

*B. L. E. Witt,
"WILLOWS,"
HOUGHTON,
NR STOCKBRIDGE,*

W. S. N

W. S. North.

C. J. J. J.

*HANTS.
School teacher.*

SIGNED SEALED AND DELIVERED by)
VALENTINE LURN and)
JOHN ERIC FENNING being)
two members of the Council on)
behalf of the Council in the)
presence of:-)

*Witness
have
address
Occupation*

*L. Stares
"Copperknobs"
High St.
Stockbridge
Grain Trader*

*V. Lurn
J. E. Fenning*

expressed

by

by

by

by

by