

DATED 7th December 1950.

BUCKLESHAM

VILLAGE

HALL

CONVEYANCE AND TRUST DEED.

10/-

9th
L. H. [unclear]
24
14/12/50



69

THIS CONVEYANCE AND TRUST DEED is made the Seventh day of December One thousand nine hundred and fifty BETWEEN FRANCIS WILLIAM RAMSEY of The Street Farm Bucklesham in the County of Suffolk Farmer (hereinafter called "the Founder") of the one part and THE FOUNDER and GEORGE ROBINSON of White House Farm Bucklesham aforesaid Farmer and PHILIP GLOVER COLWILL of Lodge Farm Foxhall in the said County Farmer (together hereinafter called "the Trustees" which expression shall include the Trustees or Trustee for the time being hereof) of the other part

WHEREAS the Founder is the owner in fee simple free from incumbrances of the property hereinafter described and is desirous of conveying the same Upon Trust to establish a Village Hall as hereinafter appears

(1) A Meeting of the inhabitants of the Parish of Bucklesham aforesaid has been convened by the Founder and held at which certain Resolutions were unanimously passed and the present Deed is intended to effectuate such Resolutions.

NOW THIS DEED WITNESSETH as follows :-

1. THE Founder as Settlor hereby conveys unto the Trustees the property described in the Schedule hereto TO HOLD the same UNTO the Trustees in fee simple

2. THE Trustees shall hold the property hereby conveyed (hereinafter referred to as "the Trust Property") Upon Trust to permit the same to be appropriated and used in perpetuity (but subject as hereinafter provided under the name of Bucklesham Village Hall as a Village Hall for the use of the inhabitants of all classes of the parishes of Bucklesham and Foxhall aforesaid and others residing within a distance of two miles from either of the said parishes and otherwise for the benefit of the inhabitants of the said parishes as hereinafter appears

3. THE management and control of the Trust Property shall be vested in the Trustees those hereinbefore named as Trustees having been appointed at the Meeting aforesaid

4. (a) The Trustees shall appoint their own Chairman the first Chairman being the Founder and a Treasurer and Secretary the first thereon respectively being Alma George Rush of "Arcadia" Bucklesham aforesaid and Walter Aca Adams of Council Houses Bucklesham aforesaid

(b) The Treasurer shall at request of the Chairman attend such Meetings of the Trustees as the Chairman may desire and the Secretary shall attend all such Meetings

5. (a) Casual vacancies in the Trusteeship of the Trust Property may at any time be filled up by the Trustees for the time being but no person shall be eligible to hold office as a Trustee unless he shall reside in one of the Parishes of Bucklesham and Foxhall aforesaid and any Trustee ceasing so to reside shall forthwith vacate his office—

(b) The number of Trustees shall at all times be maintained at not less than three—

(c) The Trustees may from time to time increase their number but so that the maximum number shall not at any time exceed six—

6. The Trust Property or any part or parts thereof which the Trustees shall from time to time think fit shall during such times and upon such terms (including the payment of such charge (if any) as the Trustees shall from time to time determine) and subject to such Rules as the Trustees shall from time to time declare be appropriated as a Village Hall for the use of all inhabitants resident in the Parishes of Bucklesham and Foxhall aforesaid and others residing within a distance of two miles from either of the said Parishes who in the opinion of the Trustees shall be sober and industrious and of good character but without regard to their religious or political opinions—

7. The Trustees may at any time let by the year or for any longer or shorter period all or any part of the Trust Property to any person or persons and upon any terms the Trustees may think proper and may from time to time permit the Trust Property so appropriated as aforesaid (but not so as to interfere with its use as a Village Hall) to be used upon such terms and conditions and either for payment or not as the Trustees may think fit for entertainments or meetings for the recreation of persons from time to time entitled to use the same as aforesaid and their wives and children and friends or purposes connected with the said Villages of Bucklesham and Foxhall aforesaid or either of them—

8. All moneys received by the Trustees in respect of such charges as aforesaid or by way of rent in respect of any such letting as aforesaid or otherwise under or for the purposes of this Deed shall be applied in repairing or improving the Trust Property and purchasing repairing or improving furniture effects from time to time used or intended to be used for the purposes of the Trust Property and keeping the same insured against fire and in paying all rates taxes (if any) and other outgoings from time to time becoming payable in respect thereof and in paying all expenses of carrying on the said Village Hall and for paying the wages of any person whom the Trustees may think to employ for the purposes of this Deed or otherwise in executing the trusts and powers

herein declared and contained.

9. A Meeting of the Trustees shall be held at such times as the Chairman or any two Trustees shall determine and seven days notice of every such Meeting shall be sent to each Trustee and to the Treasurer for the time being (if his attendance shall be required) and it shall be the duty of the Secretary upon receiving instructions so to do to convene such Meetings.

10. At each Meeting of the Trustees two members shall be a quorum and every question shall be determined by the majority of the persons present and voting thereon and in case of equality the Chairman shall have a second and casting vote.

11. A Minute Book shall be kept by the Secretary and all proceedings of the Trustees shall be entered thereon.

12. The Trustees may from time to time delegate any of their powers to a Sub Committee consisting of such members of their body as they may think fit.

13. Any Notice to be given to a Trustee under this Deed shall be sufficiently given if sent through the post to his usual or last known place of residence in the Parish in which he is residing at the date of his appointment or upon any change of residence in such Parish as he shall notify the Secretary from time to time.

14. Subject as aforesaid the Trustees may from time to time make and alter such Rules with regard to the conduct of their business and all matters in respect of which any power or duty is hereby vested in them as they may think proper.

15. No person professing or supporting the principles of Communism shall be eligible to hold the office of Trustee treasurer or secretary or to attend the said Village Hall nor shall the Trust Property at any time be used for the purpose of advocating or supporting the principles of Communism or for any purpose connected with the principles of Communism and the decision of the Trustees whether any person is or has become ineligible to hold the offices or any of the offices aforesaid or to attend the said Village Hall ^{OR} whether any intended user of the Trust Property would be for the purpose of advocating or supporting the principles of Communism shall be conclusive.

16. If a Meeting convened either by a Notice upon the Church door of the Church of the said Parish of Bucklesham or by an advertisement in the East Anglian Daily Times or other Daily Paper circulating in the District of the said Parish of Bucklesham or otherwise as the Trustees shall deem expedient shall determine that the said Village Hall and the trusts

of this Deed cannot be continued successfully or advantageously or that its objects can no longer be achieved or can be more completely achieved by amalgamation with or transferring the Trust Property and the trust funds held in connection therewith to any National Institute having the like or similar objects to those of the said Village Hall the said Village Hall may be amalgamated with and its funds transferred to such National or other Institute or alternatively to the Charity Commissioners as the Trustees shall approve or if the premises shall fall into such decay that the funds vested in the Trustees are insufficient to reinstate the same the Trust Property shall revert in fee simple in the Founder his successors in title or assigns and ^{all} other the property moneys and effects held by the Trustees under this Deed shall be realized and the proceeds and other the trust funds aforesaid distributed by the Trustees for such purposes in the Village of Bucklesham aforesaid as the Trustees shall determine.

IN WITNESS whereof the parties to this deed have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE above referred to.

ALL THAT piece or parcel of freehold land situate in the Parish of Bucklesham aforesaid having a frontage to Levington Lane there of Forty six feet or thereabouts with a means depth therefrom of Seventy six feet or thereabouts and a width at the rear of Sixty five feet or thereabouts As the said piece or parcel of land forms part of the enclosure of land part of Street Farm Bucklesham aforesaid which is numbered 27 upon the Ordnance Survey of that Parish.

SIGNED SEALED AND DELIVERED by the said

FRANCIS WILLIAM RAMSEY in the presence

of :-

W. W. Ramsey
A. Gibbs
The Clerk
Trinity St Mary
Retired Bank Manager

SIGNED SEALED AND DELIVERED by the said

GEORGE ROBINSON in the presence of:-

George Robinson
A. Gibbs
The Clerk
Trinity St Mary
Retired Bank Manager

SIGNED SEALED AND DELIVERED by the said
PHILIP GLOVER COLWILL in the presence
of :-

P. G. Colwill
E. E. Spill. S.C.A.N.
23 Cavendish St.
Dorchester.