

426/49

PRESENTED

No

23538

8



# This Conveyance

is made the *Twenty ninth*

day of *March* One thousand nine hundred and forty-nine BETWEEN  
ERNEST GARD MAITLAND of "Colliers" Brookthorpe in the County of Gloucester  
Spinster and FREDEGOND CECILY SHOVE of Lilac Cottage Grantchester -  
Road in the City of Cambridge Widow (hereinafter called "the Grantors") of  
the one part and THEODORE LESLIE THOMPSON and JOHN ERIC GREEN both  
of 3 Clarence Parade Cheltenham in the said County of Gloucester Solicitors -  
(hereinafter called "the Trustees") of the other part WHEREAS :-

(1) Immediately before the commencement of the Law of Property Act 1925  
the Grantors were seised of the property hereinafter described as tenants  
in common in equal shares in fee simple in possession free from incumbrances  
affecting either the entirety of the said property or any of the undivided  
shares therein

(2) Upon the commencement of the said Act and by virtue thereof the said  
property vested in the Grantors as joint tenants upon the statutory trusts  
as defined in the said Act

(3) The Grantors are desirous of conveying the said property to the  
Trustees in the manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows :-

1. FOR effectuating the said desire the Grantors as Settlers hereby  
convey unto the Trustees ALL THAT piece of land situate near to St. -  
Swithins Church in the Parish of Brookthorpe in the County of Gloucester  
and fronting the road leading from Brookthorpe to Harescombe TOGETHER  
with the building erected thereon formerly used as a School TO HOLD the  
same UNTO the Trustees in fee simple UPON the TRUSTS and subject to  
the powers and provisions set out in the First Schedule hereto

2. THE Grantors hereby acknowledge the right of the Trustees to prod-  
uction and delivery of copies of the documents specified in the Third  
Schedule hereto

3. 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 prop-  
erty conveyed or transferred exceeds One thousand 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. 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. THE property hereby conveyed (herein called "the trust premises") shall be held UPON TRUST for the purposes of religious 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 Brookthorpe in the County of Gloucester and such of the inhabitants of the adjoining Parish of Harescombe as shall be residents in houses situate within a radius of One thousand five hundred yards from the trust premises (which said Parish of Brookthorpe and the said part of the Parish of Harescombe are collectively hereinafter referred to as "the said area") and without distinction of sex or of political religious or other opinions subject to the provisions of these presents
3. 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 Fourteen members (inclusive of members co-opted under the power hereinafter contained) of whom four shall be elected at the first general meeting referred to in Clause 4 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting 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 each 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 opposite their respective names in the second column of that Schedule and shall together with the members elected at the first general meeting as aforesaid be the first members of the Committee Until the first general meeting has been held the persons named in the first column of the Second Schedule shall have power to act In addition to the members of the Committee elected and appointed as above the Committee shall have the power to co-opt not more

than two members to represent interests in the said area not represented by any organisation

4. THERE shall be an annual general meeting to be convened by the Committee in the month of March in each year the first of such meetings (herein called "the first general meeting") to be convened within six weeks of the date of these presents 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 area of the inhabitants of the age of eighteen years or upwards of either sex of the said area 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 four members under Clause 3 hereof and for taking such action as it may decide under Clause 4 hereof. Provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of March the Annual General Meeting for that year shall be held as soon as practicable after the month of March and such meeting may be convened by such persons as may be nominated for the purpose by the Charity Commissioners

5. 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

6. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so 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 elected by the annual general meeting the Committee shall have power to fill such vacancy until the next annual general meeting

7. IN the event of any other organisation being formed in and serving the said area with aims of a religious 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 3 hereof may be increased but no such resolution shall be effective until it has been approved by an Order of the Charity Commissioners

8. 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

9. 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

10. 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 number of members of the Committee

All proceedings of the Committee and of annual general meetings shall be recorded in a minute book

11. 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 Lloyds Bank Limited at Gloucester or at such other Bank as shall from time to time be substituted therefor by the Committee and such substitution to be verified by a certified copy of the resolution relating thereto being annexed to these presents

12. 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

13. THE Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissions 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 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

14. 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 aforesaid of the age of Eighteen years or upwards 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 area 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 aforesaid 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

THE SECOND SCHEDULE above referred to

| Column I<br><u>Names of Representatives.</u> | Column II<br><u>Organisations</u>                                   |
|--|---|
| 1. Sonja Forssman                            | 1. The Parish Council   |
| 2. T. Dryden Jenkins                         | 2. The Parochial Church Council of Brookthorpe                      |
| 3. Wilfred Brunt                             | 3. The Parochial Church Council of Whaddon                          |
| 4. Robert Thomas                             | 4. The Committee of the Mens Sports Club                            |
| 5. Ermengard Maitland                        | 5. The Committee of the Brookthorpe Women's Institute               |
| 6. Sidney Critchley                          | 6. The Brookthorpe Pig Club   |
| 7. Stanley Major                             | 7. The Brookthorpe Social Club                                      |
| 8. Jack Tomlins                              | 8. The Edge Pitchcombe and Brookthorpe Branch of the British Legion |

THE THIRD SCHEDULE above referred

2th June 1886

INDENTURE between The Reverend George Frederick Daniell of the one part and Frederic William Maitland of the other part

30th August 1921

INDENTURE of this date between Herbert Albert Laurence Fisher and Thomas Cyprian Williams of the first part the said Ermengard Maitland of the second part Frederic Shove of the third part and Arthur Moss of the fourth part

SIGNED SEALED AND DELIVERED by the said) Ermengard Maitland  
Ermengard Maitland in the presence of

*Nora Day  
Collins, Brookthorpe  
Gloucester*

SIGNED SEALED AND DELIVERED by the said) Frederic Shove in the presence of  
Frederic Shove

SIGNED SEALED AND DELIVERED by the said) Theodore Leslie Thompson and John Eric Green in the presence of

*D. B. Kent,  
Clerk with Messrs. Evans,  
Thompson & Green,  
Solicitors,  
Cheltenham*



RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.

10th June 1949