

***THIS CONVEYANCE*** is made the Twenty Seventh day of March One thousand nine hundred and sixty two BETWEEN THE OFFICIAL CUSTODIAN FOR CHARITIES ("hereinafter called "the Official Custodian") of the first part THOMAS PHILIP RUMSEY of St. Johns House Stratfield Mortimer in the County of Berks Clerk in Holy Orders LEONARD CHARLES SEWARD and HERBERT CECIL LEWIS both of Stratfield Mortimer aforesaid together being the persons having the general control and management for the time being of St. Johns Hall Stratfield Mortimer aforesaid (hereinafter called "the Vendors") of the second part and LIONEL JAMES STRANG of Mann's Farm Mortimer in the County of Berks and HENRY ERNEST PIM of Lukin Wood Mortimer aforesaid (hereinafter called "the Trustees") of the third part

WHEREAS:

(1) The property hereinafter described is vested in the Official Custodian for all the estate and interest therein belonging to or held in trust for the charity known as St. John's Hall Stratfield Mortimer in the County of Berks as set out in a Conveyance dated the third day of October One thousand nine hundred and eight and made between Frederick George Lovell of the one part The Reverend Charles John Leslie Lovett William Peel Nash Caleb Mosdell James Herbert Benyon and Alfred Palmer of the other part and which included power to sell the said property and subject also to the covenants contained in a Conveyance dated the Twenty ninth day of August Onethousand eight hundred and ninety six and made between Caleb Mosdell of the one part and Frederick George Lovell of the other part so far as the same are still subsisting and capable of being enforced

(2) By Order dated the First day of March One thousand nine hundred and sixty two the Charity Commissioners have authorised the Vendors to sell the said property to the Trustees for the sum of Two thousand pounds

(3) The Trustees have requested the Official Custodian and the Vendors to convey the said hereditaments in manner and upon the trusts hereinafter appearing NOW THE CONVEYANCE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Two thousand pounds now paid by the Trustees to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors in the name and on behalf of the Official Custodian convey and as Trustees convey and confirm unto the Trustees ALL THAT piece or parcel of land

situate in the Parish of Stratfield Mortimer in the County of Berks and having a frontage to the main road from Mortimer Station to Mortimer West End and Aldermaston of seventy five feet or thereabouts and a depth of One hundred and six feet or thereabouts which piece or parcel of land is with the dimensions and abuttals thereof more particularly delineated and described in the plan drawn hereon and thereon coloured pink (Together with the building (s) erected or to be erected thereon) 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 and subject also to the covenants contained in the said Conveyance dated the Twenty ninth day of August One thousand eight hundred and ninety six so far as the same are still subsisting and capable of being enforced

The Trustees by way of indemnity only and not further or otherwise hereby covenant with the Vendors to indemnify them and their estates and effects and the said Charity from all costs claims and demands in respect of the breach or non-observance of the covenants contained in the said Conveyance dated the Twenty ninth day of August One thousand eight hundred and ninety six

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 of value of the consideration exceeds Three thousand five hundred pounds

IN WITNESS whereof the Vendors in the name and on behalf of the Official Custodian for Charities and also on behalf of themselves have hereunto set their respective hands and seals the day and year first before written

#### THE FIRST SCHEDULE

##### 1. VILLAGE HALL

(1) The property hereby conveyed (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use of the inhabitants of the Parish of Stratfield Mortimer aforesaid and the neighbourhood (hereinafter called "the area of benefit") without distinction of sex or of political religious or other opinions and in particular for the use for meetings lectures and classes and for other forms of recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants

(2) The Charity hereby created (hereinafter called "the Foundation") shall except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the

Mortimer (St. Johns) Village Hall by the Committee of Management hereinafter constituted who shall be the administering trustees hereof

(3) Until the end of the first Annual General Meeting to be held after execution of this Deed the Foundation shall be administered by the persons specified in the Third Schedule

## 2. VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS

The Committee and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation

## 3. COMMITTEE OF MANAGEMENT

(1) The Committee of Management (hereinafter called the "Committee") shall consist of Elected and Representative Members and may include Co-opted Members

(2) Five Elected Members of the Committee (other than those appointed under Clause 5 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year

(3) Eight Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisations to the Secretary of the Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year

(4) The Committee shall have power to co-opt not more than four members to hold office until the end of the Annual General Meeting following their co-option

(5) Any competent member of the Committee may be re-appointed or re-elected

## 4. ADDITIONAL MEMBERS

In the event of any application for representation on the Committee being received from any of the 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 specified in the Second Schedule to this Deed

Provided that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education

#### 5. CASUAL VACANCIES

Upon the occurrence of a casual vacancy the Committee shall cause a note thereof to be entered in their minute book at the next meeting and if in the office of Representative Member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of Elected Member may be filled by the Committee and in the office of Representative Member by the proper appointing organisation

A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed

#### 6. FAILURE TO APPOINT

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

#### 7. DECLARATION OF MEMBERS

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 a declaration of acceptance and of willingness to act in the trusts of this Deed

#### 8. MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE FOUNDATION

Except with the approval in writing of the Minister of Education no Member of the Committee or his or her spouse shall take or hold any interest in any property belonging to the Foundation 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 Foundation

#### 9. DETERMINATION OF MEMBERSHIP

Any member who is adjudged bankrupt or who 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

#### 10. MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required. 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

11. CHAIRMAN AND VICE-CHAIRMAN

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 meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected

If the Chairman is absent from any meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting

12. VOTING

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

13. ANNUAL GENERAL MEETINGS

(1) There shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of March each year or as soon as practicable thereafter

(2) All inhabitants of the area of benefit of eighteen years of age and upwards shall be entitled to attend and vote at the Annual General Meeting

(3) The first Annual General Meeting after the date of this Deed shall be convened by the persons specified in the third Schedule 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 seven 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 Committee shall think fit

(4) 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

(5) The Committee shall present to each Annual General Meeting the

report and accounts of the Foundation for the preceding year

14. APPLICATION OF INCOME

After payment of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:

(a) In the maintenance and upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed

(b) In otherwise furthering the purposes specified in this Deed

15. REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation not required to be kept in repair and insured by the lessee or tenants thereof

16. SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education) be treated as capital and invested

17. FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation

18. MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of account. All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting of any such parish where there is no Parish Council and (on demand) to the Minister of Education

19. USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the purposes specified in this Deed the Trust Property may be used in accordance with any rules made by the Committee under Clause 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to

interfere with its use for the said purposes

#### 20. MORTGAGES AND CHARGES

The Committee may with the consent of the Minister of Education 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 any may continue or repay in whole or in part and from time to time any existing mortgage or charge on the Trust Property

#### 21. LIQUIDATION

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 a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education let or sell the Trust Property or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities as 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 will 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 Minister of Education and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities 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 in 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 Property may properly be applied

#### 22. RULES AND REGULATION

Within the limits prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit

of money at a proper bank the custody of documents and in particular with reference to:

(a) The terms and conditions upon which the Trust Property may be used in accordance with the provisions of this Deed and the summon (if any) to be paid for such use

(b) The appointment as Secretary (to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine

(c) The appointment of an Auditor Treasurer and such other unpaid officers as they may consider necessary and the fixing of their respective terms of office

(d) The engagement and dismissal of such paid officers and servant as the Committee may consider necessary and

(e) The number of Members who shall form a quorum at meetings of the Committee provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being

### 23. QUESTIONS UNDER DEED

Any question as to the construction of this Deed or as to the regularity or the validity of any acts done or about to be done under this Deed shall be determined conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient

### 24. INTERPRETATION

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

## THE SECOND SCHEDULE

### Organisations in Stratfield Mortimer

The Committee of the Womens Institute  
The Committee of the British Legion  
The Trustees of the Methodist Church  
The Parochial Church Council  
The Committee of the Youth Organisation  
The Parish Council  
The Dramatic Society  
The Committee of the Cricket Club

## THE THIRD SCHEDULE

Miss Kittie Aldridge, Homelea Victoria Road Mortimer  
Mrs. Ruth Mary Crichton (Hon. Secretary), The Red House West End Road Mortimer  
Miss Eveline Mary Featherstone Forelands, The Street Mortimer  
Mr. Dennis R. Elliott, 109 Stephens Firs Mortimer



Doctor James Roy, Bruncketts The Street Mortimer  
Mrs. Elsie Collier, Clifton Windmill Road Mortimer  
Miss Ida Hildick Smith, Homelea Victoria Road Mortimer  
Mrs. Charles R Henry Lunnon, 10 Stephens Close Mortimer  
The Reverend Thomas Philip Rumsey, St. Johns House Mortimer  
Mr. Lionel James Strang, Manns Farm Mortimer  
Mr. Colin Wilson, The Rowans Ravensworth Road Mortimer West End  
Mr. John Childs, Rehoboth King Street Mortimer  
Mr. George Smith, Stanton Victoria Road Mortimer  
Mr. Alfred Pickering, The School House The Street Mortimer

SIGNED SEALED and DELIVERED by the  
said THOMAS PHILIP RUMSEY LEONARD  
CHARLES SEWARD and HERBERT CECIL  
LEWIS for and on behalf of the  
Official Custodian for Charities  
and also on behalf of themselves

SIGNED SEALED and DELIVERED by the  
said LIONEL JAMES STRANG in the  
presence of:

*Ruth M. Crichton*  
*The Red House,*  
*Mortimer, Berks.*  
*Housewife*

SIGNED SEALED and DELIVERED by the  
said HENRY ERNEST PIM in the  
presence of:

*Maureen Lxxx,*  
*Clerk to Hxxx, Pxxx & Dxxx*  
*Reading*