This Conveyance

is made the fifteenth day of October One thousand nine hundred and forty seven <u>BETWEEN PHYLLIS MAY MARTIN</u> of Number 1 Park Welk Purley Park River Estate Purley in the

County of Berks Married Woman (hereinafter called "the Vendor") of the one part and <u>DOROTHY</u> SCOTT <u>STOKES</u> of Two Stacks Purley aforesaid Spinster <u>FLORENCE GOODWIN</u> of Wakering Cottage Purley aforesaid Married Woman and <u>JAMES MELVILLE</u> of Number 2 Glebe Road Purley aforesaid Nurseryman (hereinafter called "the Trustees") of the other part WHEREAS-

- (1) The Vendor is seised in fee simple in possession free from in-cumbrances subject as hereinafter mentioned of the property hereinafter described and has agreed to sell the same to the Trustees at the price of One hundred and twenty pounds.
- (2) The Trustees have requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS CONVEYANCE WITNESETH as follows-

- IN pursuance of the said agreement and in consideration of the sum of ONE HUNDICI AND TVTENTY 1. POUNDS now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate in the Parish of Purley in the County of Berks on the North East side of and having a short frontage to a new road called Glebe Road and being part of Plot Number 27 on the Estate Plan of the Purley Rise 'estate which said piece or parcel of land with the abuttals boundaries and dimensions thereof is more particularly delineated on the plan drawn hereon and thereon coloured pink TOGTHER with a right of way (in common with all other persons now or at any future time similarly entitled) for all purposes for which a public highway is used over and along Glebe Road aforesaid and the right to use all sewers drains and watercourses now or hereafter made or passing under or along the said Road TO HOLD the same unto the Trustees in fee simple subject to the conditions restrictions and stipulations set forth in the first Schedule to a Conveyance dated the Thirty first day of December One thousand nine hundred and forty two and made between Lloyd Pitney and Robert Sidney Payne of the one part and Alexander Robert Norman of the other part and upon the trusts and subject to the power!; and provisions set out in the First Schedule hereto.
- 2. The Trustees hereby covenant with the Vendor that they the Trustees for themselves and their successors in title as follows -
 - (a) To henceforth observe and perform the said conditions restrictions and stipulations as far as they are still subsisting and capable of being enforced
 - (b) To erect within three calendar months from the date hereof and for ever maintain a good and sufficient fence not more than Six feet Six inches in height above the level of the ground on the West side of the land hereby conveyed.
- 3. THE Vendor hereby acknowledges the right of the Purchasers and their successors in title to the production and delivery of copies of the documents set out in the Third Schedule hereto and hereby undertakes for 1 the safe custody thereof
- 4. 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 exceeds the sum of Five hundred pounds

THE FIRST SCHEDULE above referred to

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

- (a) 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 and
- (b) the said Committee of Management shall become responsible for the performance and observance of the covenants contained or referred to in Clause 2 hereof.
- 1. The property hereby conveyed (herein called "the Trust Premises") shall be held upon trust for the purposes of 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 Purley in the County of Berks and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.
- 2. 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
 - (a) Twelve Members (exclusive of members co-opted under the power hereinafter contained) of whom
 - (b) Six shall be elected at the first general meeting referred to in Clause (3) hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The several 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 appointed and elected as above the Committee shall have the power to co-opt not more than
 - (c) four members to represent interests in the said Parish not represented by any organisation
- 3. There shall be an Annual General Meeting to be convened by the Committee in the month of October in each year the first of such meetings (herein called "the First General Meeting") to be convened in the month of October One thousand nine hundred and forty seven by one week's notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of Eighteen years or upwards of either sex of the Parish of Purley 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 (b) Six members under Clause (2) hereof and for taking such action as it may decide under Clause (7) hereof provided nevertheless that, if in any year an Annual General Meeting shall not be convened and held in the month of October the Annual General Meeting for that year shall be held as soon as practicable after the month of October and such meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners.
- 4. In the event of any other organisation being formed in the said Parish 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 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 (2) hereof may be increased but no such Resolution shall be effective until it has been approved by an Order of 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 a member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person 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. 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.
- 8. 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.
- 9. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning, conduct, and recording in a Minute Book 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.
- 10. 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 the Midland Bank at Pangbourne, Berks or at such other Bank as shall from time to time be substituted therefor by the Committee any such substitution to be engrossed upon this Trust Deed together with a copy of the resolution relating thereto.
- 11. 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.
- 12. The Committee may upon the vote of a majority of its members and (when necessary) 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 tine any existing mortgage or charge on the said premises.
- 13. 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 of the age of Eighteen years or upwards of the Parish of Purley aforesaid 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 Parish and if such decision shall be confirmed by a majority of such inhabitants present and voting at such Meeting 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 Parish of Purley as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested in the names 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.
- 14. 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 SCHEDLULE

<u>Column I</u>	Column II
Names and addresses of Representatives	<u>Organisations</u>
Mr. H. A. Tidbury, Upper Hide, Purley, Berks Parish Councillor	
Mr. J. Falsey, 2, Wintringham Way, Purley, Berk Parish Councillor	
Mx. R. Bratimas, "California", Purley ParkPurley Park Estate	Purley Park Plotholders Association
Mrs. S Pryer, Cia Rectory, Purley, Berks	Purley Womens Institute
Miss J. Hope, 11, Glebe Road, Purley, Berks	Purley Girls Club

THE THIRD SCHEDLUE

27th April 1944 CONVEYAN	ICE	Alexander Robert Norman (1) Vendor (2)
SIGNED SEALED and DELIVERED by the Before-named Phyllis May Martin in the presence of - L Pratt Clerk to Dennis Ratcliffe & Dissolicitors Reading))) uce	P.M. Martin.
SIGNED SEALED and DELIVERED by the Before-named Dorothy Scott Stokes In the presence of - James R Oggers Beechcroft Purley Private)	Thoing to 1 Stokes
SIGNED SEALED and DELIVERED by the Before-named Florence Goodwin in the presence of - James R Oggers Beechcroft Purley Private)	Howard Goodwin
SIGNED SEALED and DELIVERED by the Before-named James Melville in the presence of - James R Oggers Beechcroft Purley Private))	James hillielle