

PRESENTED  
24 JUL 1953  
No 15606

Drake, Driver & Leaver  
Limited  
15, St. Stephens St.  
Rosebery Avenue  
London E.C.1.

# This Conveyance

is made the *second*



day of *July* One thousand nine hundred and fifty three BETWEEN WILLIAM JAMES RICHARDS of New House Farm Shimpling in the County of Suffolk Farmer (hereinafter called "the Donor") of the one part and THE PARISH COUNCIL OF SHIMPLING in the said County of Suffolk (hereinafter called "the Trustees") of the other part WHEREAS the Donor is seised in fee simple in possession free from incumbrances of the hereditaments hereinafter described and he is desirous of giving the same to the Trustees as a site on which to erect a Village Hall NOW THIS CONVEYANCE WITNESSETH As follows:- For the purpose of effectuating his said desire the Donor as Settlor hereby conveys unto the Trustees ALL THAT piece or parcel of land situate in the Parish of Shimpling in the County of Suffolk and being part of the enclosure numbered 155 on the Ordnance Survey Map for the said Parish having a width of 24 feet and a depth of 90 feet or thereabouts TOGETHER with the pathway three feet wide leading to and from the Road known as Shimpling Street to the said property TO HOLD 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 Donor hereby acknowledges the right of the Trustees to production and delivery of copies of the documents set out in the Third Schedule hereto and hereby undertakes for the safe custody thereof.
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 consideration exceeds Five hundred pounds.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE above referred to

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 Shimpling in the County of Suffolk 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 twenty Members (exclusive of members co-opted under the power hereinafter contained) and of whom four shall be elected at the first General Meeting referred to in clause three hereof in the first instance and on each subsequent appointment of Members at the Annual General Meeting. The eight organisations mentioned in the second column of the Second Schedule hereto shall each have the right to appoint two Members 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:

electd 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 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 June in each year the first of such meetings (herein called "the first General Meeting") to be convened in the month of June One thousand nine hundred and fifty three by one weeks 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 Shimpling for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignation of Members of the Committee and for the purpose of electing four Members under Clause two hereof and for taking such action as it may decide under Clause seven hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of June the Annual General Meeting for that year shall be held as soon as possible after the month of June and such Meeting shall be convened by such persons as shall be nominated for the purpose by the Minister of Education.

4. 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 any existing organisation in the said Parish not mentioned in the Second column of the Second Schedule hereto and any other organisation which may hereafter be formed in the said Parish having aims of a social recreational or educational character consistent with those upon which the Trust Premises are held hereunder to appoint an additional Member of the Committee in the same manner as if such 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 two hereof may be increased but no such Resolution shall be effective until it has been approved in writing by the Minister of Education.

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 Members 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 should 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 or 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 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.

(e) Should any Member of the Committee be unavoidably absent for three consecutive Meetings then such Member shall be deemed to have resigned from his position on 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 National Provincial Bank at Bury St Edmunds 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 time 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 Shimpling 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 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 of the Parish of Shimpling 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 SCHEDULE above referred to

<u>Names and addresses of Representatives.</u>	<u>Organisations.</u>
Mr. Pettitt and Mr. Richards	The Football Club
Mr. Edwards and Mr. Twinn	The Cricket Club
Mrs. Day and Mrs. Stannard	The Womens Institute
Mrs. Moss and Mrs. Twinn	The Mothers Union
The Reverend Guy Moss and Mr. Ellis Gregory.	The Parochial Church Council.
	The Parish Council
Mr. Newman and Mr. Farthing	The British Legion
Mrs. Kemp and Mr. Daines	The Dramatic Society

THE THIRD SCHEDULE above referred to

<u>Date .</u>	<u>Description.</u>	<u>Parties.</u>
9 April 1919	Conveyance.	1. John George Weller Poley 2. Edward Henry Jellett 3. Herbert Augustus Ince
9 April 1919	Mortgage with receipt endorsed.	1. Herbert Augustus Ince 2. Charles Henry Wells.
11 October 1947	Conveyance	1. Herbert Augustus Ince 2. The Donor.

SIGNED SEALED AND DELIVERED by the  
above named WILLIAM JAMES RICHARDS  
RICHARDS in the presence of

*W.J. Richards*

*H. Stannard  
S. Twinn  
D. St. Edmunds*