

THE ESTATE OF

- to -

THE ESTATE OF

Conveyance

of piece or parcel of land
situate near
Harrigate in the County
of York



Shelved in the books of the Ministry
pursuant to the provisions
of section 6(2) of the Mortmain and
Charitable Uses Act, 1891 and Section
1 of the Mortmain and Charitable Uses
Amendment Act, 1892.

E. Miller

5 AUG 1953

First & Caspary
Harrigate

24 APR 1953
No. 8291



His Conveyance

is made the Thirtieth day of March One thousand

nine hundred and fifty-three BETWEEN THE TANG ESTATES whose Registered Office is situate at Netherwood Buildings 1 Menor Row in the City of Bradford (hereinafter called "the Grantor") of the one part and THE PARISH COUNCIL OF HAMPSHWAITHE in the County of York (hereinafter called "the Council") of the other part.

W H E R E A S the Grantor is the owner in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of and is desirous subject as hereinafter mentioned freely and absolutely of conveying to the Council the property hereinafter described for the purpose or purposes hereinafter mentioned A N D W H E R E A S on the Twelfth day of September One thousand nine hundred and fifty the Lord Chancellor by his certificate prescribed the Council as a Trust Corporation under the provisions of Section 3 (1) of the Law of Property (Amendment) Act 1926.

NOW THIS DEED WITNESSETH as follows:-

1. THE Grantor hereby freely and voluntarily and without valuable consideration conveys unto the Council ALL THAT piece or parcel of land at Hampsthwaite near Harrogate in the County of York containing Three thousand five hundred and ninety-three square yards or thereabouts and more particularly delineated and described on the plan numbered 1 annexed to a Deed of Exchange dated the Thirteenth day of April One thousand nine hundred and forty-nine made between John Smiths Tadcaster Brewery Co. Limited of the one part and the Grantor of the other part and thereon coloured pink and surrounded by a red line TOGETHER with such right or interest as the Grantor may have in the piece of land referred to in a Deed of Dedication dated the Eighth day of December One thousand nine hundred and thirty-eight and made between the said John Smith Tadcaster Brewery Co. Limited of the one part and the County Council of the West Riding of Yorkshire of the other part but SUBJECT as therein mentioned AND SUBJECT ALSO to the covenants mentioned contained or referred to in the said Deed of Exchange so far as the same relate to or affect the property hereby conveyed and are still subsisting and capable of being enforced TO HOLD the same (subject as aforesaid) UNTO the Council in fee simple UPON THE TRUSTS and SUBJECT to the powers and provisions set out in the First Schedule hereto.

2. THE Council hereby covenants and agrees with the Grantor that the

S/S 9/7

property hereby conveyed is so conveyed for the specific purpose of erecting thereon a Memorial Hall (either with or without appropriate recreation grounds) for the Parish of Hampsthwaite

3. THE Council (with the object of affording to the Grantor a full indemnity in respect of any breach of any of the said covenants but not further or otherwise) hereby covenants with the Grantor that the Council and the persons deriving title under it will at all times hereafter observe and perform the said covenants and keep the Grantor its estate and effects indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced

4. THE parties hereto hereby certify 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 property conveyed or transferred exceeds Five hundred pounds

IN WITNESS whereof the Grantor has caused its Common Seal to be hereunto affixed and Ralph Robinson and Godfrey Ulric Awerchiek two members of the Council have on behalf of the said Council hereunto set their hands and seals the day and year first hereinafore 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 Hampsthwaite in the County of York 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-five members (exclusive of members co-opted under the power hereinafter contained) of whom eight shall be elected at the Sixth 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 organisation 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 organisation mentioned opposite their respective names in the second column of that schedule and shall together with the members elected at the Sixth General Meeting as aforesaid be

the first members of the Committee. Until the Sixth 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 three 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 March in each year the sixth of such meetings (herein called "the Sixth General Meeting") to be convened in the month of March One thousand nine hundred and fifty-three (five Annual General Meetings having already been held on the Seventeenth day of December One thousand nine hundred and forty-six Twenty-eighth day of January One thousand nine hundred and forty-eight Twenty-eighth day of February One thousand nine hundred and forty-nine Eighth day of November One thousand nine hundred and fifty and First day of September One thousand nine hundred and fifty-two) 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 Hampsthwaite 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 eight 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 March the Annual General Meeting for the year shall be held as soon as practicable after the month of March and such meeting shall be convened by such persons as shall be nominated for the purpose by the Ministry of Education.

4. 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.

5. 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

6. In the event of any other organisation whether now existing or in the future 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 other organisation to appoint an additional member of the Committee in the same manner as if such other 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

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 and 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 National Provincial Bank Limited at Harrogate or at such other Bank as shall from time to time be substituted therefor by the Committee any such substitution to be endorsed upon the 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 shall provide the Council with sufficient funds to meet all such expenditure (if any) in connection with the Trust Premises as the Council may be liable for and shall keep the Council indemnified against all liability (if any) in respect thereof.

13. The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Ministry of Education 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.

14. If the Committee by a majority decides at any time that on the grounds 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 Hampsthwaite 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 Ministry of Education 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 Hampsthwaite as may be approved by the Ministry of Education 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.

<u>COLUMN 1</u> <u>Names of Representatives</u>	<u>COLUMN 11</u> <u>Organisations</u>
Mr. R. Bowers	Cricket Club
Mr. R. Robinson	School Manager
Mr. J. Scholfield	Feast Sports
Mr. L. Houseman	C.E.M.S
Mr. C. Knight	British Legion
Rev. W. Suthern	Parochial Church Council
Mr. J. Hardcastle	Saltergate Hill Mission
Mr. J. Hardcastle	Parish Council
Mr. E. Holmes	Dramatic Society
Mr. M. Barker	Village Room
Mr. C.F. Lister	Methodist Church
Mr. W. Ibbetson	Guide Room
Mrs. Pawson	Mothers' Union
Mrs. Averdieck	Women's Institute
Mrs. Houseman	Women's Bright Hour
Mrs. S. Ashby	British Legion (W.S.)
Miss A. Lister	Methodist Y.C.
Mrs. Wilcock	Scouts and Guides

Sir Cecil W. Aykroyd, Bart.)
 Mr. G. U. Averdieck)
 Mr. E. Atkinson) Elected at the Fifth
 Miss R. E. Fenderson) Annual General Meeting
 Mr. E. Lundell)
 Miss C. E. Jackson)
 Mr. S. Strivens)
 Mr. S. Ashby)

THE COMMON SEAL of THE TANG ESTATES)
 was hereunto affixed by Order of the)
 Board of Directors in the presence)
 of:-)

C. W. Aykroyd
 Director

[Signature]
 Director

THE SEAL of THE PARISH COUNCIL of)
HALPSTHWAITHE was hereunto affixed in)
 the presence of:-)

SIGNED SEALED AND DELIVERED by the)

said *Ralph Robinson*)

in the presence of)

Leonard W. Houseman

The house, Hampstead

Township.

R. Robinson

SIGNED SEALED AND DELIVERED by the)

said *Godfrey W. C. Overcheck*)

in the presence of)

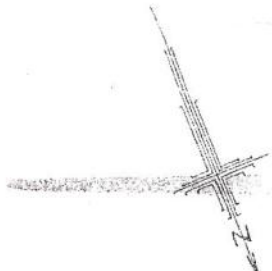
Leonard W. Houseman

G. W. Overcheck

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WEST RIDING OF YORKSHIRE
REGISTRY OF DEEDS. WAKEFIELD
Registered 10 AUGUST 1953
at 10-00a.m. Volume 122
Page 426 No. 211
Jemari Ferguson Registrar

SCALE: 41.66 FEET EQUAL TO 1 INCH.



MR M H BARKER

AREA EDGED RED
5749 SQ. YDS. OR THEREABOUTS.

MESSRS JOHN SMITHS
TADCASTER BREWERY CO. L^{TD}.

ROAD

TO HARROGATE
VIA HAMPSHIRE ROAD

ESTATES.

THE TAN

76'-0"

46'-0"

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