

is made the Leventh day of January 1985 BETWEEN THE TRUSTEES FOR METHODIST CHURCH PURPOSES of Central Buildings Oldham Street

Manchester M1 1JQ (hereinafter called "the Board") being a body corporate constituted by the Methodist Church Act 1939 of the first part the persons named in the First Schedule hereto (hereinafter together called "the Managing Trustees") being such of the members and others as have attained full age of THE HARROGATE CIRCUIT

MEETING of the second part and RONALD GORDON and CORISANDE GORDON of 9 HOOKSTONE ROAD HARROGATE (hereinafter called "the Purchasers") of the third part

WHEREAS

between JOSEPH ALLAN HARDCASTLE of Ashcroft Rowden Lane Hampsthwaite Harrogate North Yorkshire HARRY SWIRES c/o Central House Farm Haverah Park Harrogate aforesaid CLIFFORD WILFRED YEADON of 47 Bilton Grove Avenue Harrogate aforesaid BEN HARDCASTLE of Saltergate Hill Farm Killinghall Harrogate aforesaid MARIAN HARDCASTLE of Saltergate Hill Farm Killinghall aforesaid JOHN FRANKLAND of Swarcliffe Birstwith near Harrogate aforesaid NELLIE BAREN 6 The Bungalows Finden Gardens Hampsthwaite Harrogate aforesaid KATHLEEN MARY BROWN of Cote Syke Farm Hampsthwaite aforesaid RICHARD GORDON BAREN c/o 6 The Bungalows Finden Garden Hampsthwaite aforesaid and ENOCH BRADLEY of 14 Hill Top Rise Bilton Harrogate aforesaid

(hereinafter called "the Vendors") of the first part the Managing Trustees LAWRENCE ANDREW BURN of 234 Skipton Road Harrogate aforesaid and EDWIN PETER GAMBLES of 1 Hornbeam Crescent Harrogate aforesaid and others of the second part and the Board of the third part the property hereinafter described was conveyed in fee simple to the Board as custodian trustees upon the model trusts of the Methodist Church for the time being contained in Part III of Schedule 2 to the Methodist Church Act 1976 (hereinafter called "the Act") and the management of the said property and the exercise of any power or discretion expressed to be exercisable by the trustees or the managing trustees under the said model trusts was vested in the Managing Trustees and in their successors from time to time as managing trustees of the said property ascertained in accordance with the provision of section 9 (3) and Part II of Schedule 2 to the Act

- (2) The Managing Trustees are the present managing trustees of the said property ascertained as aforesaid
- (3) The Managing Trustees have agreed with the Purchasers for the sale to them of the said property for an estate in fee simple in possession/subject as hereinafter mentioned but otherwise/free from encumbrances at the price of Eighteen Thousand Pounds (£18,000) and have directed the Board to convey the same to the Purchasers in manner hereinafter appearing
- (4) The consent of the board of the Property Division of the Methodist Church has been given to the sale as appears by a

Memorandum of Consent dated the 20th day of December 1984 under the hand of the Reverend PETER AVON KERRIDGE the General Secretary of the said board of the Property Division.

- (5) Pursuant to section 9(8)(b)(i) of the Act the Board have signified their written concurrence to the sale by an instrument bearing date the 20th day of December 1984 and the Managing Trustees (or any two or more of them authorised in that behalf under section 34 of the Charities Act 1960) are accordingly empowered to execute this Deed in the name and on behalf of the Board
- (6) This Deed has been approved and ordered to be executed by a resolution duly passed at a duly constituted meeting of the Managing Trustees and it is intended to be executed by two of the Managing Trustees upon whom the Managing Trustees acting under section 34 of the Charities Act 1960 have duly conferred a general authority to execute in the names and on behalf of the Managing Trustees all assurances and other deeds and instruments

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of EICHTEEN THOUSAND POUNDS (£18,000) now paid by the Purchaser to the Board (the receipt whereof the Board and the Managing Trustees hereby respectively acknowledge) the Board as Trustees and by direction of the Managing Trustees as Trustees HEREBY CONVEY unto the Purchaser ALL THAT plot of land situate at Saltergate Hill near Hampsthwaite Harrogate in the County of North Yorkshire adjoining the North side of the main road from Skipton to Harrogate ALL WHICH said property is more particularly described in a Conveyance dated the

Second day of December One Thousand Nine Hundred and Thirty and made between DEARLOVE ADDYMAN of the one part and HENRY CLOUCH and others of the other part and is for the purpose of identification only shown on the plan annexed thereto and thereon coloured pink and surrounded by a red boundary line AND ALSO ALL THAT building formerly used as a chapel erected thereon or on some part thereof TO HOLD unto the Purchaser in fee simple/subject to the covenant contained in the said conveyance dated the second day of December One Thousand Nine Hundred and Thirty/freed and absolutely discharged from the said model trusts

- 2. THE PURCHASERS hereby jointly and severally covenant that (a) The Premises or any part thereof shall not be used for the manufacture and distribution sale or supply of intoxicating liquor nor for any purpose in connection with the organisation or practice of gambling in any of its forms nor as a public dance hall (b) The Premises nor any part thereof shall not be used for religious purposes
- 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 property transferred exceeds thirty thousand pounds

IN WITNESS whereof WILLIAM ARTHUR HEPWORTH HOLROYD and EDWIN
PETER GAMBLES being the persons authorised as aforesaid in the names
and on behalf of the Board and Managing Trustees and RONALD GORDON
and CORISANDE GORDON the Purchasers have hereunto set their
respective hands and seals the day and year first above written

THE FIRST SCHEDULE hereto WILLIAM ARTHUR HEPWORTH HOLROYD
EDWIN PETER GAMBLES IAN JAMES DAY and the Superintendent Minister
for the time being Reverend PHILIP BLACKBURN and other members of
the Current Meeting

WILLIAM ARTHUR HEPWORTH HOLROYS

SIGNED SEALED AND DELIVERED by the said

in the presence of & Andrew Are Horogale

SIGNED SEALED AND DELIVERED by the said

CAMBLES Welker

in the presence of

Who Hornbeam Cres Hamegala

SIGNED SEALED AND DELIVERED by the said RONALD GORDON

in the presence of

LES II HOOKSTONE ROAD, HARROGATE INSURANCE BROKER.

SIGNED SEALED AND DELIVERED
by the said CORISANDE CORDON

in the presence of

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11 HOOKSTONE ROAD. HARROGATE. INSURANCE BROKER.

