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CONVEYANCE is made the twelfth day of December

One thousand nine hundred and forty six BETWEEN NOEL BECHELY CRUNDALL of Rowbury Farm Leckhampstead Newbury in the County of Berks Esquire (hereinafter called "the vendor") of the one part and PHILIP GATTY SMITH of Oswaldkirk Hall in the County of York Land Agent and RICHARD ALLEN GOODMAN of Oswaldkirk aforesaid Schoolmaster (hereinafter called "the Trustees") of the other part.

WHEREAS the vendor is seised of the property which or rights over which are hereinafter described and expressed to be hereby conveyed for a legal estate in fee simple in possession subject as hereinafter appearing but otherwise free from incumbrances.

AND WHEREAS the vendor has agreed with the Trustees for the absolute sale to the Trustees at the price of Six Hundred Pounds of the property hereinafter described and expressed to be hereby conveyed and the fee simple thereof in possession subject as hereinafter appearing but otherwise free from incumbrances.

AND WHEREAS upon the treaty for the said sale to the Trustees it was agreed that this conveyance should contain the several exceptions reservations covenants and provisions hereinafter contained.

NOW THIS CONVEYANCE WITNESSETH and it is hereby agreed and declared as follows:-

1. This conveyance is made in pursuance of the said agreement for sale and in consideration of the sum of Six Hundred Pounds on or before the execution of this conveyance to the vendor paid by the trustees the receipt whereof the vendor hereby acknowledges.

2. The vendor as Beneficial Owner hereby conveys unto the Trustees (a) FIRST ALL THAT building or hall with the outbuilding and the close or piece of land thereto belonging known as the Oswaldkirk Village Hall situate in the Parish of Oswaldkirk in the County of York and comprising in the whole thirty one perches or thereabouts All which premises and with the respective boundaries or abuttals thereof are (by way of further identification but not by way of restriction) delineated on the plan drawn on these presents and are thereon coloured red such plan being taken from the Ordnance Survey Map dated in the year One thousand nine hundred and eleven or one thousand nine hundred and twelve of the said Parish of Oswaldkirk and

(b) SECONDLY THE rights and easements specified in the First Schedule hereto EXCEPTING AND RESERVING as hereinafter mentioned TO HOLD the same

unto the Trustees in fee simple subject as hereinafter stated Upon the trusts and subject to the powers and provisions set out in the fourth schedule hereto. _____

3. THE hereditaments hereinbefore described and expressed to be hereby conveyed are so conveyed subject so far as thereby respectively affected to:- _____

(a) the exception of the hereditaments and rights specified in the first part of the Second Schedule hereto _____

(b) the rights specified in the second part of the Second Schedule hereto each of which rights (so far as not already legally created) is hereby annexed to and made appurtenant to the land or property the owners whereof now have or are intended to have the benefit thereof and to every part of such land or property and is hereby reserved in fee simple to the Vendor and his assigns the owner or owners from time to time of such land or property _____

(c) the matters specified in the Third Schedule hereto. _____

4. EVERY boundary between land hereby conveyed and other land now or lately vested in the Vendor shall (except as in any Schedule hereto or on the said plan otherwise specifically stated or indicated) be owned and ascertained as follows, that is to say:- _____

(a) where the lands are separated by a ditch with a bank or hedge the boundary shall be ascertained and the ownership of the site of the ditch and of the bank or hedge shall go according to the custom of the country although this may render inaccurate the acreage given of the field on either side of the boundary, and _____

(b) in all other cases the boundary shall be that adopted as the boundary on the Ordnance Survey from which the plan drawn hereon is taken and shall be a party boundary and be repaired at the equal expense of the respective owners for the time being of the properties separated thereby. _____

5. THE Trustees to the intent and so that the covenants hereinafter contained shall be binding on the said lands and premises hereby assured into whosoever hands the same may come (but not so as to render the Trustees personally liable in damages for any breach thereof occurring after he shall have parted with all interest in the premises in respect of which such breach shall occur) doth hereby for themselves and their successors in title covenant with the Vendor personally and also with the Vendor and the persons deriving title under him the owner or owners for the time being of all or any of the existing water supply system catchments pipes plant machinery and apparatus referred to in the Second Schedule hereto that the Trustees and the successors in title of the

Trustees will at all times hereafter in relation to the lands and premises hereby assured observe and perform the following stipulation namely that the Trustees and the successors in title of the Trustees will not do or suffer anything to be done upon the land hereby conveyed whereby the purity or flow of the water coming to or carried by or through the said pipes or any of them may be diminished or polluted or the said catchments pipes plant machinery and apparatus or any of them or any part or parts thereof respectively may be prejudicially interfered with.

6. THE Vendor hereby acknowledges the right of the Trustees to production of the documents specified in the Fifth Schedule hereto (the possession of which documents is retained by the Vendor) and to delivery of copies thereof and hereby undertake with the Trustees for the safe custody of the same documents.

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

THE FIRST SCHEDULE ABOVE REFERRED TO.

Rights easements and other hereditaments granted.

(1) ALL such quasi-easements or rights of way light drainage or water-course and other rights in the nature of easements or profits a prendre and such means of supply of electricity as are now or usually enjoyed by or in respect of all or any of the lands hereby conveyed over through or from all or any hereditaments which on the seventeenth day of October One thousand nine hundred and thirty three were conveyed to A.E.A.

Syndicate Ltd. (a predecessor in title of the Vendor) together with all necessary rights of access for maintenance renewal cleansing and repair.

(2) THE right (subject as provided in the Second Schedule hereto) to continue to obtain and use water from the estate supply system referred to in such Second Schedule to the same extent and in the same manner as now enjoyed so long as the rates charged in respect of such water are duly paid and the Trustees and their successors in title duly comply with the regulations imposed by the owner of the water supply system on users of water from such system but the Vendor shall not nor shall any of his successors in title be personally liable in damages or otherwise for any failure or omission to maintain such supply.

THE SECOND SCHEDULE ABOVE REFERRED TO.

PARTICULARS of the hereditaments and rights excepted or reserved out of this Conveyance.

PART I.

EXCEPTIONS.

(1) All electric cables wires poles stays transformers and other apparatus used in connection therewith at present erected on or passing

over the Lands hereby conveyed.

(2) (a) All the underground and other water pipes bore-holes catchments pipes plant machinery lades conduits sheds and apparatus forming part of or used in connection with the existing water supply system of the Oswaldkirk Estate of the late John Musgrave Benson and

(b) All land surrounding such underground and other pipes within a radius of 9 inches from the centre of such pipes respectively.

PART II.

RESERVATIONS.

(1) THERE are reserved to the Vendor his sequels in title and assigns the owner or owners from time to time of all such hereditaments respectively as on the seventeenth day of October One thousand nine hundred and thirty three were conveyed to the said A.K.A. Syndicate Ltd. and are not conveyed by this Conveyance all such quasi-easements or rights of way light drainage or watercourse and other rights in the nature of easements or profits a prendre and such means of supply of electricity as are now or usually enjoyed by or in respect of such hereditaments respectively over through or from all or any of the hereditaments hereby conveyed respectively together with all necessary rights of access for maintenance renewal cleansing and repair.

(2) THERE are reserved to the Vendor in fee simple full right in perpetuity for the Vendor and his successors in title the owner or owners from time to time of all or any of the catchments pipes plant machinery lades conduits sheds and apparatus hereinbefore in this schedule mentioned and all others authorised by them or any of them to use the said catchments pipes plant machinery lades conduits sheds and apparatus or any of them for the reception or supply of water for all purposes and of inspecting cleansing repairing maintaining removing extending or enlarging the same or any of them and to enter on and perambulate over the land conveyed by this Conveyance and to do any necessary work thereon for the purposes aforesaid or any of them causing as little damage as possible and making reasonable compensation for all damage done or caused thereby to the premises hereby conveyed or to anything thereon.

(3) THERE are reserved to the Vendor in fee simple the right for the owners from time to time of the Estate water Supply System hereinbefore in this schedule mentioned to make regulations in respect of the water thereby supplied and to permit any other person or persons also to obtain the benefit of such supply and any person or persons to obtain an increased supply on such terms as such owners may think fit and also to alter the rates now or any time charged for the supply of water and to instal a meter or meters on any part or parts of the land hereby conveyed and to charge for the water supplied to the owner or owners of such land

by meter or rating PROVIDED ALWAYS that the rights reserved by this paragraph respectively shall only be exercised until the expiration of twentyone years from the death of the last survivor of such of the descendants of His late Majesty King Edward the VII as were living on the first day of September one thousand nine hundred and thirty three and during such further period or periods (if any) as the law may allow.

(4) THERE are reserved to the Vendor in fee simple all water rents payable under the leases or tenancies specified in the Fourth Schedule hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO.

MATTERS Subject to which this Conveyance is made.

(1) ALL easements including such of the rights reserved by this Conveyance as have already been created and all public rights of way if any.

(2) THE provisions of all agreements heretofore entered into by the late Lieutenant Colonel John Musgrave Benson or by his personal representatives Lloyd's Bank Limited with the Cleveland & Durham Electric Power Company The Rural District Council of Helmsley and the North Eastern Electric supply Limited respectively and now subsisting.

THE FOURTH SCHEDULE ABOVE REFERRED TO.

(1) 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 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.

(2) 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 Oswaldkirk 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.

(3) 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 fourteen Members (exclusive of members co-opted under the power hereinafter contained), of whom nine shall be elected at the first general meeting referred to in Clause (4) hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The organisations mentioned in Clause (16) hereof 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. Until the first General Meeting has been held the persons now acting as members of the Committee shall have power to act. In addition to the members of the Committee appointed 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.

(4) There shall be an Annual General Meeting to be convened by the Committee in the month of March in each year the first of such meetings (herein called "the first general meeting") to be convened in the month of March 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 Oswaldkirk 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 nine members under Clause (3) hereof and for taking such action as it may decide under Clause (6) 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 that 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 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 appointed by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.

(7) 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 ^{Clause 16 hereof} ~~the second~~ column of the ~~Second~~ ^{9th} ~~Schedule hereto~~ ^{R.O.G.}

and for this purpose the total number of members of the Committee as provided for in Clause (3) hereof may be increased (but no such Resolution shall be effective until it has been approved by an Order of the Charity Commissioners.) _____

(8) 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. _____

(9) 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. _____

(10) 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 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. _____

(11) 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 Helmsley or at such other Bank as shall from time to time be substituted therefor by the Committee. _____

(12) 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. _____

(13) 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 to 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 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 Oswaldkirk 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 Oswaldkirk as may be approved by the Charity Commissioners 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.

(16) ORGANISATIONS.

The Parish Meeting.

The Parochial Church Council.

The Committee of the Oswaldkirk Men's Club.

The Committee of the Oswaldkirk Nursing Association.

The Committee of the Oswaldkirk Tennis Club.

THE FIFTH SCHEDULE ABOVE REFERRED TO.

PARTICULARS of the documents to which the above-written acknowledgment and undertaking by the Vendor relate.

No.	Date of Document.	Parties to Document.	Nature of Document.
1.	11th January 1907	Henry Cockcroft Page-Henderson (1), Alfred Pearson and Wing Paterson (2) Jno. Musgrave Benson (3)	Conveyance.
2.	17th October 1933	Lloyds Bank Ltd. (1) A.E.A. Syndicate Ltd. (2)	Conveyance.
3.	4th December 1936	A.E.A. Syndicate Ltd. (1) Noel Bechely-Crundall (2)	Conveyance.

SIGNED SEALED AND DELIVERED by the said Noel Bechely-Crundall in the presence of:-

Honourable Mr. King Spinster.
Ernest George Royall Esq.

Noel Bechely-Crundall

SIGNED SEALED AND DELIVERED by the said Philip Gatty Smith in the presence of:-

Douglas Platt

Philip Gatty Smith

SIGNED SEALED AND DELIVERED by the said Richard Allan Goodman in the presence of:-

T. Watterman
Rural Village: Oswaldkirk, York
Schindler Esq.

R. A. Goodman

*copy of the above documents
sent to the Registrar of Deeds
on 14/2/47 in the forenoon of 14/2/47
at 3145 N. J. St. 139*

RECEIVED BY THE COMMISSIONERS FOR REGULATION OF THE LANDS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107 OF THE SETTLED LAND ACT, 1925.



17th April 1947.