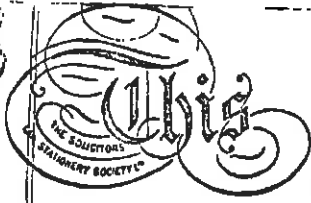


13/10/1971



CONVEYANCE AND TRUST DEED is made the *thirteenth* day of *October* One thousand nine hundred and seventy

one BETWEEN THE COUNTY COUNCIL OF NORTHUMBERLAND (hereinafter called "the Vendor") of the one part and HENRY DENYS MACDONALD BAILY of South Farm Great Whittington in the County of Northumberland and LESLIE DODD of East Farm Great Whittington aforesaid (hereinafter called "the Trustees" which expression shall where the context so admits include their successors in title) of the other part

WHEREAS the Vendor is seised in fee simple in possession free from incumbrances of the property first hereinafter described and has been in possession of the property secondly hereinafter described for twelve years and upwards without acknowledgement of the title of any other person thereto and has agreed to sell the same to the Trustees at the price of Two thousand seven hundred and fifty pounds and

WHEREAS the Trustees have requested the Vendor to convey the said property in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. THE Interpretation Act 1889 applies for the interpretation of this deed as it applies for the interpretation of an Act of Parliament
2. THE Trustees are the Trustees of the Great Whittington Village Hall (hereinafter called "the Charity")
3. IN pursuance of the said agreement and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY POUNDS now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) FIRST the Vendor as beneficial owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate at Great Whittington in the County of Northumberland formerly comprising and formerly used as a Primary School a School Playground and Teacher's House which piece or parcel of land is more particularly delineated and described in the Plan Number 1 drawn hereon and thereon coloured round with red TOGETHER with the buildings erected thereon AND SECONDLY the Vendor hereby conveys unto the Trustees ALL THAT piece or parcel of land adjacent to and to the South West of the land first hereinbefore described comprising and formerly used as the garden of the said Teacher's House which piece of land is more particularly delineated and described in the said Plan Number 1 and thereon coloured round with green for all the estate and interest of the Vendor therein TO HOLD as to the property first hereinbefore

described unto the Trustees in fee simple and as to the property  
secondly hereinbefore described absolutely <sup>upon the trusts</sup> upon the trusts and subject  
to the powers and provisions set out in the Schedule hereto

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 of the consideration exceeds Five thousand five hundred pounds  
IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto  
affixed and the Trustees have hereunto set their hands and seals the  
day and year first before written

THE SCHEDULE above referred to

VILLAGE HALL TRUSTS

1. (1) The property hereby conveyed (hereinafter called "the trust  
property") shall be held upon trust for the purposes of a Village  
Hall for the use of the inhabitants of the Parish of Whittington  
in the County of Northumberland as shown verged red on the Plan  
Number 2 annexed hereto and that part of the neighbouring Parish  
of Wall in the said County which is verged blue on the said Plan  
Number 2 (hereinafter called "the Area of Benefit") without distinc-  
tion of political religious or other opinions including use for meeting  
lectures and classes and for other forms of recreation and leisure-  
time occupation with the object of improving the conditions of  
life for the said inhabitants

ADMINISTRATION BY COMMITTEE

(2) The Charity shall be administered in conformity with the  
provisions of this deed by the committee of management hereinafter  
constituted (and hereinafter called "the Committee") who shall  
be the charity trustees of the Charity within the meaning of  
Section 46 of the Charities Act 1960

PROVIDED that until the end of the first annual general meeting to  
be held after the date of this deed the Charity shall be administered  
in accordance with the provisions of this deed by the following persons

Henry Denys MacDonald Baily, South Farm, Great Whittington

Edward Sweeting, Holm Croft, Great Whittington

~~Bessie Dodd, East Farm, Great Whittington~~

~~Ronald Moore, Holm House, Great Whittington~~

Thomas Southern, Beukley Farm, Great Whittington

Peter Armstrong, 3 Southlands, Great Whittington

George Bainbridge, Kirsopp House, Great Whittington

Alan Lowdon, Queen's Head Inn, Great Whittington  
Joyce Sweeting, Holm Croft, Great Whittington  
Joyce Scott, North Clarewood Farm, Great Whittington  
Joan Scott, Woodbine House, Great Whittington  
Joan Davies, Quarry House, Great Whittington  
Jean Lowdon, Queen's Head Inn, Great Whittington  
Hilda Renwick, South View, Great Whittington  
Elizabeth Lawson, Town Farm, Great Whittington

VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

2. The Trustees and all persons holding any property of the Charity shall take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and other property at any time belonging to the Charity

COMMITTEE OF MANAGEMENT

3. (1) Except as hereinafter in this Clause provided the Committee shall consist of not more than twelve nor less than six elected members and not less than six representative members and may include not more than six co-opted members

(2) The elected members (other than those appointed under sub-clause (9) of this Clause to fill casual vacancies) shall be elected at the annual general meeting to be held as in this deed provided

(3) Two representative members shall be appointed by each of the following organisations:-

The Whittington Parish Council

The Great Whittington Methodist Church

The Great Whittington Women's Institute

(4) In the event of any application for representation on the Committee being received from any newly formed community organisation operating in the Area of Benefit (not being a party political organisation) the Committee may upon a resolution supported by the votes of a majority of not less than two-thirds of all the members of the Committee allow such organisation to appoint not exceeding two members of the Committee

(5) A representative member shall ordinarily be appointed not more than one month before the annual general meeting provided that an organisation which fails to appoint a representative member before such meeting shall make the appointment as soon as practicable thereafter Each organisation shall notify to

the secretary of the Committee the name of its representative

(6) Co-opted members shall be appointed at a duly constituted meeting of the Committee

(7) Subject to the provisions of sub-clauses (8) and (9) of this Clause the period of office of members shall commence:-

(a) in the case of elected members at the end of the annual general meeting at which they were elected

(b) In the case of representative members appointed before the annual general meeting in any year at the end of that meeting or in the case of a representative member appointed after such annual general meeting or to fill a casual vacancy on the day on which notification of his appointment is received by the Secretary

(c) in the case of co-opted members from the date of their co-option

(8) All members of the Committee shall retire from office together at the end of the annual general meeting next after the date on which they came into office but they may be re-elected or re-appointed

(9) Upon the occurrence of a casual vacancy the Committee shall cause a note thereof to be entered in their minute book at their next meeting and if in the office of representative member it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of elected members may be filled by the Committee and the period of office of an elected member elected to fill a casual vacancy shall commence at the end of the meeting of the Committee at which he was so elected

(10) The constitution of the Committee as hereinbefore provided may on the application of the Committee be altered from time to time by order of the Charity Commissioners or the Secretary of State for Education and Science (hereinafter called "the Secretary of State")

#### FAILURE TO APPOINT

4. The proceedings of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any member

#### DECLARATION OF MEMBERS

5. No person shall be entitled to act as a member of the Committee whether on a first or on any subsequent entry into office until after

signing in the minute book of the Committee a declaration of acceptance and of willingness to act in the trusts of this deed

#### MEMBERS NOT TO BE PERSONALLY INTERESTED IN THE CHARITY

6. Except in special circumstances with the approval in writing of the Charity Commissioners or the Secretary of State no member of the Committee shall take or hold any interest in any property belonging to the Charity otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Charity

#### DETERMINATION OF MEMBERSHIP

7. Any member who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Committee a wish to resign shall thereupon cease to be a member

#### MEETINGS OF THE COMMITTEE

8. The Committee shall hold at least two ordinary meetings in each year. A special meeting may be summoned at any time by the chairman or any two members upon seven clear days' notice being given to all the other members of the matters to be discussed

#### CHAIRMAN AND VICE-CHAIRMAN OF THE COMMITTEE

9. The Committee at their first meeting in each year after the annual general meeting shall elect one of their number to be chairman of their meetings and may elect one of their number to be vice-chairman. The chairman and vice-chairman shall continue in office until their respective successors are elected

If the chairman is absent from any meeting the vice-chairman (if any) shall preside; otherwise the members present shall before any other business is transacted choose one of their number to preside at that meeting

#### VOTING IN COMMITTEE

10. Every matter shall (except as in this deed provided) be determined by the majority of the members of the committee present and voting on the question. In case of equality of votes the chairman of the meeting shall have a second or casting vote

#### ANNUAL GENERAL MEETING

11. (1) There shall be an annual general meeting in connection with the Charity which shall be held in the month of May in each year or as soon as practicable thereafter

(2) All inhabitants of the Area of Benefit of Eighteen years

of age and upwards shall be entitled to attend and vote at the annual general meeting

(3) The first annual general meeting after the date of this deed shall be convened by the persons named in Clause 1 (2) hereof and subsequent annual general meetings by the Committee. Public notice of every annual general meeting shall be given in the Area of Benefit at least fourteen days before the date thereof by affixing a notice to some conspicuous part of the trust property or other conspicuous place in the Area of Benefit and by such other means as the conveners think fit

(4) The persons who are present at the first annual general meeting after the date of this deed shall before any other business is transacted appoint a chairman of the meeting. The chairman of subsequent annual general meetings shall be the chairman for the time being of the Committee. In his absence the vice-chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a chairman of the meeting. In case of equality of votes the chairman of the meeting shall have a second or casting vote

(5) The Committee shall present to each annual general meeting the report and accounts of the Charity for the preceding year

#### REPAIRS AND INSURANCE

12. The Committee shall cause all the buildings and other property of the Charity at all times to be kept in repair and sufficiently insured against fire theft public liability and other insurable risks

#### APPLICATION OF INCOME

13. After satisfying its obligations under Clause 12 hereof the Committee shall as and when it thinks fit apply the net yearly income for the purposes of the Charity

#### SURPLUS CASH

14. Any sum of cash at any time belonging to the Charity and not needed as a balance for working purposes shall (unless otherwise directed by the Charity Commissioners or the Secretary of State) be invested

#### FURTHER ENDOWMENTS

15. The Committee may receive any additional donations or endowments for the general purposes of the Charity and it may also accept donations or endowments for any special objects connected with the Charity not inconsistent with the provisions of this deed

#### MINUTES AND ACCOUNTS

16. The Committee shall provide and keep a minute book and books of account. All proper statements of account in relation to the Charity shall in each year be prepared as prescribed by Section 32 of the Charities Act 1960 and copies thereof shall be sent to the Parish Council of Whittington.

#### MORTGAGES AND CHARGES

17. The Committee may with the consent of the Charity Commissioners or the Secretary of State from time to time by mortgage or otherwise obtain such advances on the security of the trust property 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 may repay in whole or in part and from time to time any existing mortgage or charge on the trust property.

#### LETTING OR SALE

18. If the Committee decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the trust property in whole or in part for the purposes stated in Clause 1 it shall call a meeting of the inhabitants of the age of Eighteen years or upwards of the Area of Benefit of which meeting not less than fourteen days' notice (stating the terms of the resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the trust property and advertised in a newspaper circulating in the Area of Benefit and if such decision shall be confirmed by three-quarters of such inhabitants present voting at such meeting the Committee may with the consent of the Charity Commissioners or the Secretary of State let or sell the trust property 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 property 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 shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the Area of Benefit as may be approved by the Charity Commissioners or the Secretary of State and meanwhile such moneys shall be invested 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 in furthering the purposes specified in this deed.

#### RULES

19. Within the limits prescribed by this deed the Committee may from

time to time make and alter rules for the management of the Charity and in particular with reference to

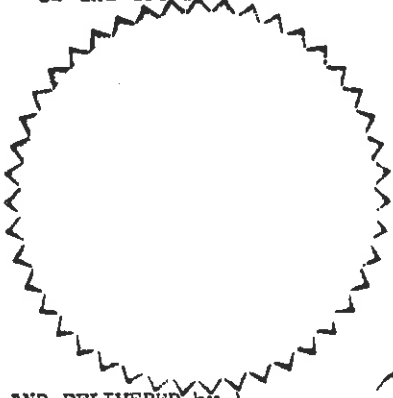
(a) The terms and conditions upon which the trust property may be used by persons or bodies other than the Committee for the purposes specified in this deed and the sum (if any) to be paid for such use

(b) The deposit of money at a proper bank and the safe custody of documents

(c) The appointment of an auditor

(d) The engagement and dismissal of such officers servants and agents as the Committee may consider necessary and the payment of such persons (not being members of the Committee)

(e) The summoning and conduct of meetings including the number of members who shall form a quorum thereat PROVIDED that at meetings of the Committee the quorum shall not be less than one-third of the total number of the members for the time being



( THE COMMON SEAL of THE COUNTY COUNCIL OF NORTHUMBERLAND was hereunto affixed in the presence of:-

*Richard*  
Clerk of the County Council  
*Mr. [unclear]*  
Clerk of the County Council

SIGNED SEALED AND DELIVERED by )  
the said HENRY DENYS MACDONALD )  
BAILY in the presence of:- )

*E. Jessup*  
*11 Parkside Avenue*  
*Newcastle upon Tyne 7.*  
*Secretary*

SIGNED SEALED AND DELIVERED by )  
the said LESLIE DODD in the )  
presence of:- )

*Leslie Dodd*  
*11 Parkside Avenue*  
*Newcastle upon Tyne 7.*  
*Secretary*

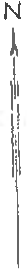
*L. B. Dodd*  
Clerk of the County Council





# HEXHAM

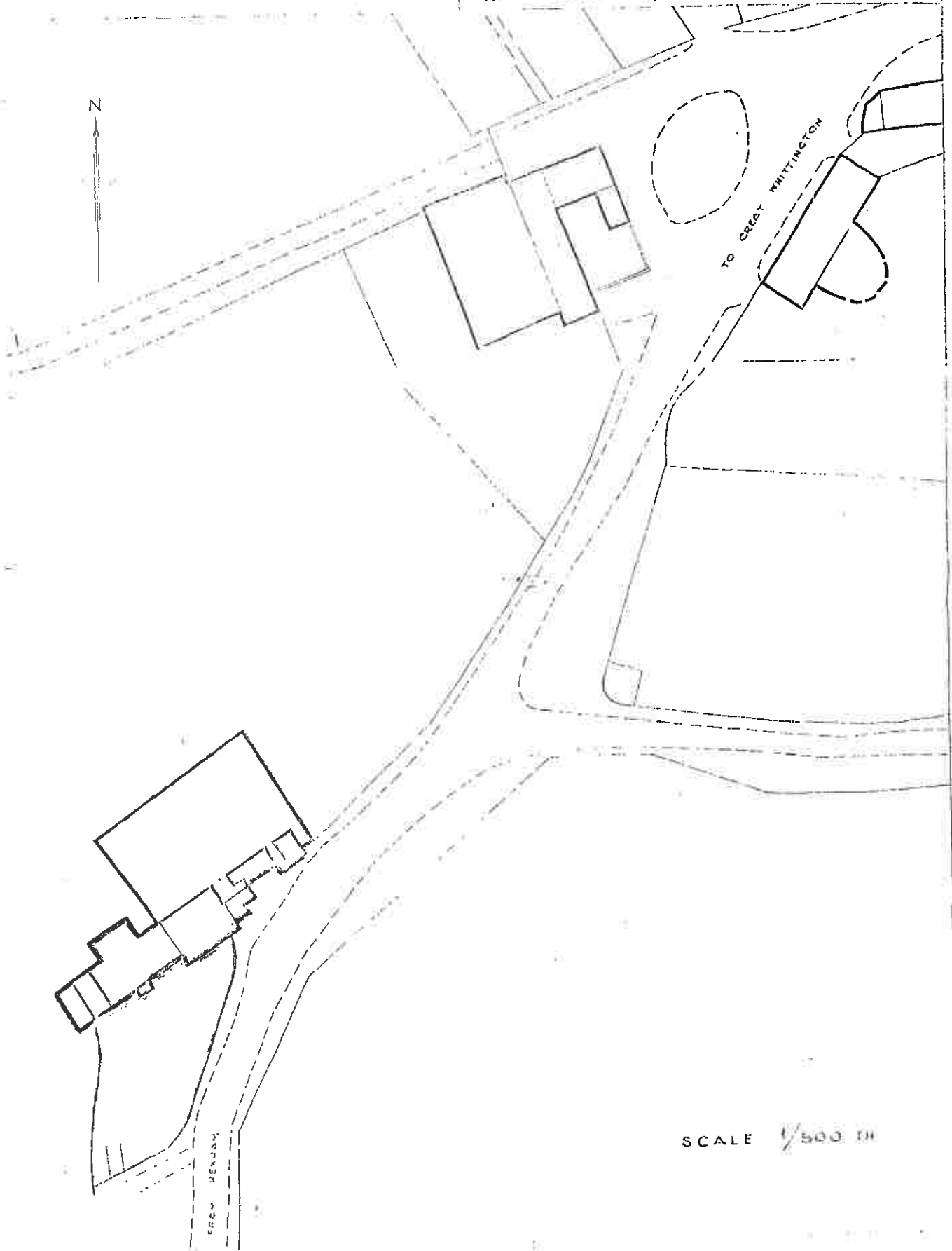
NORTHUMBERLAND COUNTY COUNCIL  
NAME OF WHITTINGTON TOWER C.P. SCHOOL  
TRACED FROM O.S. NZ 0070  
SCALE 1/500 TH.  
TRACED BY E.T.M.



TO GREAT WHITTINGTON

SCALE 1/500 TH.

HEXHAM



DATED 1st October 1971

THE COUNTY COUNCIL OF NORTHUMBERLAND

to

H. D. M. BAILY ESQ.  
AND L. DODD ESQ.  
as Trustees of the Great Whittington  
Village Hall

CONVEYANCE AND TRUST DEED

relating to land and buildings  
situate at Great Whittington

Dickinson Miller & Turnbull,  
Solicitors,  
Newcastle upon Tyne, 1.

MT/PG

1/18

