



DRAKE, DRIVER & LEAVER LIMITED LAW STATIONERS, E.C. ROSEBERY AVENUE LONDON, E.C.1.

This Conveyance

is made the *twenty fifth* day of *October* One



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thousand nine hundred and forty eight S E P T E M B E R JOHN HOPKINS ESSTATE LIMITED whose registered office is the Estate Office Hughenden in the County of Buckingham (hereinafter called "the Vendor") of the one part and SIR HAROLD MARLEY of Boss Lane Hughenden Valley in the County of Buckingham Knight THE REVEREND SERRUR ALFRED BARLING D.D. F.R.S. of the Vicarage Hughenden aforesaid Clerk in Holy Orders GEORGE EDWIN STEVENS of Upper Warren Farm Hughenden aforesaid Retired Corn Merchant WILFRED GEORGE HOBBS of "Longlea" Hughenden aforesaid Company Director ARMOUR BERRY of Fro moor Coombe Lane Lophill High Wycombe aforesaid Dairyman and FREDERICK J. BARLOW of "Foreville" Hughenden Valley aforesaid Road Surveyor (hereinafter called "the Trustees" which expression shall include the trustees for the time being hereof) of the other part J H S R E A S;

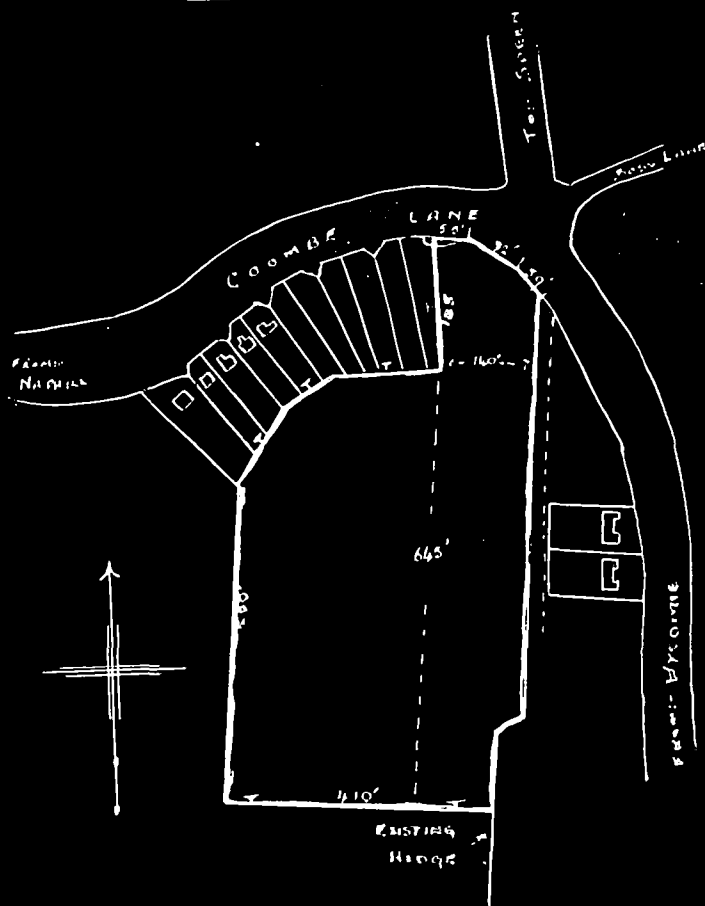
(1) The Vendor is seized in fee simple in possession of the property hereinafter described free from incumbrances and he has agreed to sell the same to the Trustees for the like estate at the price of Five hundred and seventy pounds. And upon the trusty for the said sale it was agreed that the Trustees should enter into the covenants on their part hereinafter contained

(2) The Trustees are desirous that the said property shall be held by them upon the trusts hereinafter declared concerning the same

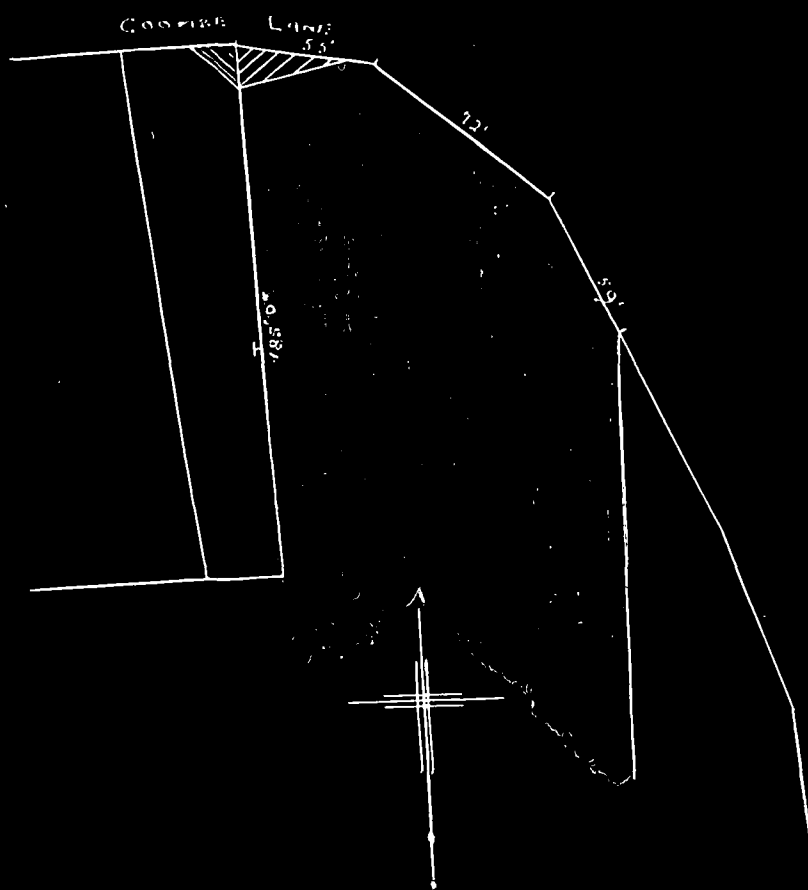
N O W THIS DEED W I T H E S S E T H as follows:-

- IN pursuance of the said agreement and in consideration of the sum of FIVE HUNDRED AND SEVENTY POUNDS now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate on the south side of Coombes Lane (otherwise Coombe Hill) Hughenden Valley in the Parish of Hughenden in the County of Buckingham as the same is for the purpose of identification only with the measurements thereof be the same a little more or less more particularly delineated on Plan Number annexed hereto and thereon edged red TOGETHER with the buildings erected thereon TOGETHER ALSO with the right for the Trustees and their successors in title owner or owners for the time being of the land hereby conveyed and all persons authorised by him or them at all times to pass and repass with or without motor cars or other vehicles or animals over the triangular piece of land coloured yellow hatched green on Plan Number 2 for the purpose of obtaining access to and from the land

PLAN No. I



PLAN No. 2



hereby conveyed from and to Coombes Lane aforesaid BUT EXCEPT AND RESERVED unto the Vendor and the persons deriving title under it owner or owners for the time being of the land coloured yellow on the said plan number 2 and all persons authorised by it or them similar rights over the piece of land coloured pink hatched red on the said plan for the purpose of obtaining access to and from the said piece of land coloured yellow from and to Coombes Lane aforesaid but subject to the Trustees and such adjoining owner each paying one moiety of the expense of keeping the said pieces of land hatched red and green respectively on the said plan number 2 in repair TO HOLD unto the Trustees in fee simple subject to the covenant on the part of Frank Adams contained in a Conveyance dated the third day of July one thousand nine hundred and thirty seven made between William Henry Abbey of the one part and the said Frank Adams of the other part so far as the same relates to the land hereby conveyed and is still subsisting and capable of being enforced TRUST nevertheless for the charity hereby constituted and to be administered according to the rules and provisions hereinafter contained:—

2. THE Trustees shall hold the property hereby conveyed upon trust to permit the same to be used in perpetuity as a non-sectarian and non-political place of recreation and social intercourse under the name of Hughenden Valley Village Hall (hereinafter called "the Village Hall") for the advantage or benefit of the inhabitants of Hughenden Valley either gratuitously or in consideration of any money payment or on such terms as the Trustees may think fit
3. THE Trustees shall have full power until the expiration of twenty one years from the death of the last survivor of the Trustees to mortgage or charge all or any part of the said property with all the powers in that behalf of an absolute owner
4. THE Trustees shall not permit the property hereby conveyed to be used for the purposes of any particular church denomination or sect or of any particular political party
5. THE Trustees may from time to time permit the buildings for the time being standing on the said property to be repaired altered enlarged or taken down and rebuilt if necessary so as to render the same better adapted for the purposes aforesaid and may permit the erection of additional buildings
6. THE Trustees shall not be responsible for the maintenance or repair or insurance of the said property or for the payment of any charges thereon
7. IF the Village Hall cannot be maintained or if the same shall cease to be used or of use for the purposes aforesaid the Trustees shall have power with such consent (if any) as may be required by law to sell the said trust property or any part thereof and pay and apply the net proceeds of

such sale after payment of all expenses incidental thereto for such charitable purposes for the benefit of the inhabitants of Hughenden Valley aforesaid and in such manner as the Trustees shall think fit _____

UPON any sale made in pursuance of the power of sale hereinbefore contained or of any statutory power any purchaser dealing bona fide with the Trustees shall not be concerned to inquire whether the occasion for exercising such power has arisen or whether the provisions as to the appointment and retirement of trustees hereinafter contained have been properly and regularly observed and performed nor shall such purchaser be concerned as to the application of the purchase money _____

THE Management and control of the said Village Hall shall be vested in a committee (hereinafter called "the committee") constituted as hereinafter directed _____

THE committee shall consist of the Trustees and of fourteen elected members nine of whom shall consist of a representative appointed by each of the following organisations or bodies namely, The Parish Council, Parochial Church Council, Womens Institute, Mens' Club, Nursing Association, Cricket Club, Boy Scouts, Girl Guides and Allotment and Garden Association and the remainder being executive members After the appointment of the first elected members such members shall be elected as hereinafter mentioned _____
The first elected members shall be the following:--

Arthur Fleet, (Chairman) Charles Edward Cooper Easton (Vice
Chairman) Frederick James Carter (Treasurer) George Addison (Secretary)
Francis Hugh Middleton (Assistant Secretary) Violet Emily
Margaret Graves, Kathleen Mayorie Montague, Miss Maggie Wraystaff
Ernest Robert Christmas, Joseph Barlow, John Frederick Stephen Graves,
Ernest Stacey, George Athine, Mr. Arthur Reymond Tibby _____

ALL of the said first elected members shall retire from office on the day of the annual meeting of the Village Hall in the year One thousand nine hundred and forty eight And members elected subsequently shall retire on the day of the annual meeting next after their appointment _____

SIXTEEN members to fill the places of those retiring under the last preceding clause hereof shall be elected at the General Meeting to be held in the year One thousand nine hundred and forty eight by the residents of Hughenden Valley and shall remain in Office until the next General Meeting when they shall retire and fresh members be elected The retiring elected members from time to time shall remain in office until their successors are appointed All retiring elected members shall be eligible for re-election _____

CASUAL vacancies among the elected members arising before any annual meeting may be filled up by the committee but so that any elected member elected to fill a casual vacancy shall hold office only for the period during which _____

- the elected member in whose place he was elected would have held office
15. NO person shall be eligible to hold office as an elected member unless he shall reside in Hughenden Valley aforesaid and any elected member ceasing so to reside for three months shall thereupon cease to be a member of the committee
16. THE committee may from time to time delegate any of their powers or duties to sub-committees consisting of such members thereof as the committee may think fit
17. THE said annual meeting of the Village Hall shall be fixed for and held in the third week in the month of November in each year and notice of such meeting shall be posted upon the principal outer door of the Village Hall at least fourteen clear days before such meeting. The chairman of the committee for the time being shall preside at such meeting or in his absence some member of the committee to be chosen by a majority of the persons present and voting at such meeting
18. ANY resident of Hughenden Valley aforesaid who has attained the age of eighteen years shall be entitled to attend and vote at such annual meeting.
19. ORDINARY meetings of the committee shall be held at such times (not being less than once in every three months) as the committee shall determine and seven days notice of every meeting shall be sent to the members of the committee either through the post or by such officer as the committee shall appoint for that purpose
20. At the meeting of the committee next after the annual meeting of the Village Hall or next after any vacancy shall have occurred in the chairmanship the members of the committee present shall appoint one of the committee to be chairman of the committee until the end of the next annual meeting. If at any meeting of the committee the chairman is not present or if there is any vacancy in the chairmanship the members of the committee present at such meeting shall appoint a chairman for that meeting. Seven persons present shall be a quorum at any meeting of the committee and every question shall be determined by the majority of the members present and voting thereon and in cases of equality of votes the chairman shall have a second or casting vote
21. At the said annual meeting in each year the accounts of the Village Hall for the past year shall be submitted
22. A minute book shall be kept by the committee and all proceedings and resolutions of the committee shall be entered therein
23. ANY notice to be given to any member of the committee under this deed shall be sufficiently given if sent through the post to his usual or last known place of residence in Hughenden Valley aforesaid
24. THE committee shall have power at any time or times to close the Village

Hall for the purpose of carrying out repairs alterations or other similar work for such period as may be necessary

THE committee shall permit the Village Hall to be opened during such times and upon such terms and subject to such bye-laws and rules as the committee shall from time to time determine and to be used by any person of the age of twenty one years and upwards at the discretion of the Committee

THE committee may require such subscriptions from all or any persons using the Village Hall as they may from time to time think desirable and proper

ALL moneys received by the committee under or for the purposes of this deed shall be applied in repairing and improving the trust property and keeping the same and the furniture and effects from time to time therein insured against fire and otherwise as the committee shall deem necessary and in paying all rates taxes and other outgoings from time to time becoming payable in respect thereof and in paying all expenses incidental to carrying on the Village Hall and providing and repairing furniture books newspapers periodicals and such other things as may be required for the purposes of the Village Hall and paying the wages of all officers and servants whom the committee may think proper to employ for the purposes of this deed or otherwise in executing the trusts and powers herein contained. THE committee shall have full power at any time to make alter or rescind any bye-law and rules with regard to the carrying on of the Village Hall and to all or any of the matters in respect of which any power or duty is hereby vested in them as they may think proper

THE following provisions as to the appointment of new trustees and the death and retirement of the Trustees shall apply to this deed by way of extension and variation of the statutory powers: -

- (a) THE trustees of this deed shall not exceed six nor be less than two in number all of whom shall be nominated by the committee and the continuing trustees shall appoint the person or persons so nominated by the said committee
- (b) ANY trustee who becomes bankrupt or resident out of the United Kingdom or out of the County of Buckingham for more than two years shall thereupon cease to be a trustee of this deed
- (c) ANY one of the trustees may when there are more than two trustees retire from the trusts of this deed on giving two months' notice in writing of his intention so to do to each of the other trustees for the time being and upon the termination of such two months the trustee giving the notice shall cease to be a trustee of this deed and any notice sent by post to the usual or last known place of abode in the United Kingdom of any trustee shall be sufficient notice to him hereunder

30. WITH the object of affording to the Vendor a good and sufficient indemnity but not further or otherwise the Trustees hereby covenant with the Vendor that the Trustees and the persons deriving title under them will at all times hereafter observe and perform the said covenant on the part of the said Frank Adams contained in the said Conveyance of the third day of July One thousand nine hundred and thirty seven so far as aforesaid and will keep indemnified the Vendor and its assigns from and against all claims and demands on account of the future breach non-observance or non-performance of the said covenant

31. IT IS HEREBY AGREED AND DECLARED that the Trustees shall not be entitled to any right of light or air over the adjoining or neighbouring property now or formerly belonging to or retained by the Vendor which would or might restrict affect or interfere with the free user of such adjoining or neighbouring property or any part thereof for building or other purposes and the grant of any such right is hereby expressly excluded

32. FOR the benefit of the adjoining or neighbouring property of the Vendor or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed the Trustees hereby covenant with the Vendor that the Trustees and the persons deriving title under them will hereforth and at all times hereafter observe and perform all and singular the restriction and stipulations contained in the First Schedule hereto PROVIDED ALWAYS that as to the adjoining or neighbouring property of the Vendor at present unsold the Vendor and its assigns shall not be bound to observe perform or abide by the said covenants and restrictions unless it or they shall think fit and that nothing shall operate to impose any restrictions on the Vendor in which the Vendor or its assigns may deal with the whole or any part of such adjoining or neighbouring property for the time being remaining unsold or be otherwise deemed to create a building scheme for the said adjoining or neighbouring property or any part thereof and PROVIDED ALSO that the Trustees or other the owner or owners for the time being of the property hereby conveyed shall in regard to any of the aforesaid covenants which are restrictive of the user of the land be liable only in respect of breaches which occur while he or they shall respectively be owner or owners of the land or the part thereof in respect of which any breach occurs

33. THE Vendor hereby acknowledges the right of the Trustees to production of the documents specified in the Second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof

34. 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 One thousand five hundred pounds

IN WITNESS whereof the Vendor Company 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 FIRST SCHEDULE before referred to

1. The Trustees shall forthwith erect and for ever after maintain in good repair good and sufficient fences to the approval of the Vendor on the south and west sides of the property hereby conveyed _____

2. No buildings of any kind other than private dwelling-houses and/or a Village Hall for the use of the community of Highenden Valley with appropriate offices and outbuildings to be appurtenant thereto and occupied for the purposes thereof shall be erected on the said property and no trade or business of any kind shall be carried on upon any part thereof _____

3. The erection shall not be commenced of any house or other building or outbuilding on the said land until drawings and plans of the intended elevation thereof have been submitted to and approved by the Vendor. All buildings shall be sited to the approval of the Local Authority _____

4. Except as aforesaid detached dwelling-houses only shall be erected on the property and the cost thereof reckoned at the lowest price in labour and materials of the said houses ruling as on the first day of September one thousand nine hundred and thirty nine shall not be less than five hundred pounds _____

THE SECOND SCHEDULE before referred to

3rd July 1939 COVENANT of this date made between Frank Adams (1) and John Lewis Hopkins (2) _____

30th June 1943 COVENANT of this date made between the said John Lewis Hopkins (1) and John Hopkins Estate Limited (2) _____

21st August 1942 MORTGAGE of this date made between John Hopkins Estate Limited (1) and Midland Bank Limited (2) with Reconveyance Deed thereon dated the second day of February one thousand nine hundred and forty seven _____

THE COMMON SEAL of John Hopkins Estate Limited was hereunto affixed in the presence of:-

John Hopkins Director
John Hopkins Secretary

SEAL AND SIGNATURE of Harold Hartley in the presence of:-

Harold Hartley

Witnesses:-

Witness:-

J. Lee
4 Windsor St
Donham Hill

SIGNED SEALED AND DELIVERED by Seymour
Alfred Curling Dickins in the presence
of:-

S. A. C. Dickins.

Witness name:-

Cordelia Suell.

Address:-

School House, G. Kingwell.
High Wycombe.

SIGNED SEALED AND DELIVERED by the said
George Edwin Stevens in the presence of:-

C. Stevens

W. J. Lof.
Beaesside, Bryants
Bottom Rd.

SIGNED SEALED AND DELIVERED by the said
Leil George Hopkins in the presence of:-

L. G. Hopkins

Shree

"Ashfield", Raphael,
High Wycombe.

SIGNED SEALED AND DELIVERED by the said
Arthur West in the presence of:-

A. West

R. West

"Blunnie" Anns Garden
Hughenden, Bucks.

SIGNED SEALED AND DELIVERED by the said
Frederick J Carter in the presence
of:-

F. J. Carter

E. Carter

15 Green Road
High Wycombe.

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.



22nd November 1948