

DATED

17th June 1953

1953.

DECLARATION OF TRUST

of The Upton by Chester Village
Hall in the County of Chester.

Group of

RECEIVED

Gamon & Co.,
Chester.

1 JUN 1954

735184
CHARITY COMMISSION

24 DEC 1953

No. 27118

TO ALL TO WHOM THESE PRESENTS SHALL COME TERESA RICHARDSON

CROMPTON of Leyfield Kirby Lonsdale near Carnforth in the County of Lancaster Widow and WILLIAM CLAYTON of Woodlake House Tattenhall in the County of Chester Retired Bank Manager (hereinafter referred to as "the Settlers") SEND

GREETING:

WHEREAS (1) The Settlers are seised in fee simple free from incumbrances of the piece of land described in the First Schedule hereto AND WHEREAS it is desired that the said piece of land and the buildings erected or to be erected thereon shall be held upon the trusts and subject to the provisions hereinafter expressed for use by the inhabitants of the Townships of Upton by Chester Bache Caughall Moston Wervin and that portion of the Township of Newton lying within the ecclesiastical Parish of Upton (hereinafter referred to as the "Combined Townships") in the County of Chester - - - - -

NOW THESE PRESENTS WITNESS that in consideration of the premises it is hereby declared as follows :-

1. The Settlers shall and will henceforth stand and be seised of and interested in the said piece of land comprised in the First Schedule hereto upon trust to permit the same and any building or buildings erected or to be erected thereon to be used as a place of recreation or to serve any religious educational or other charitable purpose under the name of "The Upton Village Hall" for the advantage or benefit of the inhabitants of the Combined Townships -
2. The trust premises and all buildings thereon shall be

in all respects under the management and control of the Board of Management (constituted as hereinafter mentioned and hereinafter referred to as "the Board") who shall from time to time direct for which of the purposes hereinbefore mentioned and in what manner the same shall be used and the Board shall have power in particular to cause or permit buildings on the trust premises to be insured or to be pulled down enlarged rebuilt altered repaired or otherwise improved - - - - -

3. The Board as between themselves and the Settlers shall be responsible for the general upkeep of the said trust premises and shall keep any buildings and fences for the time being standing thereon fully repaired and insured against damage by fire to the full insurable value thereof and shall pay and discharge all rates taxes duties charges or assessments or other outgoings whether parliamentary parochial local or of any other description which now are or at any time hereafter may be assessed charged or imposed upon the said trust premises or any buildings thereon or upon the owners or occupiers in respect thereof -

4. It shall be lawful for the Board to let any part or parts of the said trust premises either gratuitously or in consideration of money payment and subject to such stipulations and conditions as they may think fit and to accept surrenders of tenancies Provided always that the power of letting for more than three months shall not be exercised without the consent in writing of the Settlers -

5. The Board shall be constituted and regulated in

accordance with the provisions set out in the Second
Schedule hereto - - - - -

6. The Settlers shall be entitled to pay and discharge or
to be reimbursed out of the capital or income of the trust
premises all costs charges expenses and liabilities incurred
by them in respect of the trust premises of and incidental
to the purchase thereof the diversion of a footpath adjoining
the same and of and incidental to the execution of these
presents and of all matters and things connected with the
trust premises - - - - -

7. Subject to the repayment thereout to the Settlers of
any moneys due to them and referred to in Clause 6 hereof
the net income arising from the said trust premises shall
be applied in providing such furniture literature and other
articles and things to be used therein or in connection ther-
ewith as the Board may think fit and subject thereto such
net income shall be applied in improving the said trust
premises or enlarging or rebuilding any buildings thereon
or in purchasing any land or buildings or in erecting other
buildings such land or buildings to be situate within the
Combined Townships to be used for any of the purposes
mentioned in Clause 1 hereof and in accordance with the
terms and provisions of these presents - - - - -

8. The Board may accept subscriptions donations or legacies
as an Endowment Fund in connection with the said trust
premises and the same shall be vested in the names of the
persons in whom the legal estate of the said trust premises
shall for the time being be vested in any investments for

the time being authorised by law for the investment of trust funds and such persons may from time to time at their discretion vary such investments the income of such Endowment Fund shall be applied in the same manner as the net income referred to in Clause 7 hereof - - - -

9. All members of the Board who shall be eligible for re-election shall retire annually at the Annual General Meeting to be held at some convenient date in the month of November of which one weeks notice to be affixed to some conspicuous place or places in the Combined Townships shall be given and at which meeting the inhabitants of such Combined Townships of the age of eighteen years or upwards of either sex shall meet for the purpose of appointing members of the Board for the ensuing year In the event of a vacancy arising through the death resignation or removal of a member of the Board elected by the Annual General Meeting the Board shall have power to fill such vacancy until the next Annual General Meeting - - -

10. The proceedings of the Board shall not be invalidated by any vacancy among its Members or by any defect in the appointment or qualification of any member - - - -

11. All payments in respect of the use of the trust property and all donations for the benefit thereof shall be paid into a Trust account at the

Bank at _____ or at such other Bank as shall from time to time be substituted therefor by the Board -

12. The Board shall provide the Settlers with sufficient funds to meet all such expenditure (if any) in connection

with the trust property as the Settlers may be liable for
and shall keep the ^{Settlers} ~~Trustees~~ indemnified against all
liability (if any) in respect thereof - - - - -

13. The Board with the consent of the Settlers may upon the
vote of a majority of its Members and (when necessary) with
the consent of the Minister of Education 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 repay
in whole or in part and from time to time any existing
Mortgage or Charge on the said premises - - - - -

14. The Settlers with the approval of the Board may be at
liberty to apply to the Charity Commissioners through
the Minister of Education for an Order or Orders of the
Charity Commissioners for England and Wales vesting in the
Official Trustee of Charity Lands and transferring to the
Official Trustees of Charitable Funds respectively the
Legal Estate in the trust premises and all Stocks Shares
Funds and Securities at any time held as Endowments in
connection with the trust premises - - - - -

IN WITNESS whereof the Settlers have hereunto set their
respective hands and seals this ~~twentieth~~ day of
December 1953 - - - - -

Plum down
Wall

THE FIRST SCHEDULE above referred to
All that piece or parcel of land situate at Upton in the
County of Chester containing in area Two thousand and sixty-

six square yards or thereabouts being the North Eastern Corner of the field Numbered 138 on the Ordnance Survey Map 1911 Edition of the said Parish Together with the Upton Village Hall erected thereon or on some part thereof -

THE SECOND SCHEDULE above referred to
Regulations Governing the Constitution of the Board
of Management and their Proceedings

1. The Board shall consist of not more than forty Members nor less than fifteen Members - - - - -
2. There shall be at least one Ordinary Meeting of the Board in each year for transacting any business in connection with the said trust premises which the Board is hereby empowered to transact and such Annual Ordinary Meeting shall be held on some convenient day in the month of November in each year and in case at any time matters arise requiring the consideration of the Board Meetings thereof shall be convened for the transaction of such business -
3. Seven clear days notice shall be given of all Meetings of the Board and such notice shall be deemed to have been duly given if the same shall have been posted by ordinary post letter addressed to each member of the Board at their last known address in England - - - - -
4. Ten Members of the Board present at any Meeting shall form a quorum - - - - -
5. The Board shall forthwith elect the following Officers who shall be elected annually at the Annual Meeting namely (a) a Chairman (b) a Vice-Chairman (c) a Treasurer and (d) a Secretary Provided that if the Board by

resolution so determine the office of Treasurer and Secretary may be held by one person - - - - -

6. At the Annual Meeting of the Board the Board may elect an Executive Committee consisting of such and so many of their members as they shall from time to time determine

7. Minutes of proceedings of every Meeting of the Board shall be entered into a book or books to be provided for that purpose and signed by the Chairman of such Meeting or of the next following Meeting when they shall have been read and when so entered read and signed shall be conclusive evidence of the business and of matters transacted at such Meeting - - - - -

8. The voting at a Meeting of the Board shall be by a show of hands or by Ballot as the Board shall determine and upon an equality of Votes the Chairman shall have an additional or casting vote - - - - -

9. The Board may from time to time by resolution passed by a majority of not less than two-thirds of its members make supplementary regulations or vary the foregoing regulations with regard to their constitution and the conduct of their business and may make regulations and from time to time vary the same for governing the proceedings of the Executive Committee - - - - -

SIGNED SEALED AND DELIVERED by the)
said Teresa Richardson Crompton)
in the presence of:-

Teresa R. Crompton

J. E. Ingle.
Leyfield Lodge
Kirkby Lonsdale
Westmorland

has signed to sign over
the papers

(Retired Gardener)

CC 15

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...

SIGNED SEALED AND DELIVERED by the)
said William Clayton in the presence)
of:-

W Clayton

Wm Clayton
Solicitor
Christchurch

Recorded in the books of the Ministry of
Education pursuant to the provisions of Section 29 (4)
of the Settled Land Act, 1926, as applied by Article 3
of the Minister of Education (Transfer of Functions)
Order, 1949.

K. W. Moore

11 JUN 1954

11 June 1954

11 June 1954

11 June 1954