

THIS CONVEYANCE is made the Seventh day of March One thousand nine hundred and eighty BETWEEN LEONARD CECIL THOMAS of Church Farm Ditton Priors Near Bridgnorth in the County of Salop (hereinafter called "the Vendor") of the one part and MARTIN HENRY CARELESS of the Dingle Ditton Priors aforesaid and MICHAEL ELLIS TURNER of Vicarage Farm Ditton Priors aforesaid (hereinafter called "the Trustees" of the other part

W H E R E A S the Vendor is seised in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Trustees at the price of Six thousand pounds

AND W H E R E A S the Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Six thousand 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 of land situate at Ditton Priors aforesaid and comprising part of O.S. Number 7327 on the Ordnance Survey Map for the said Parish and which is for the purpose of identification only more particularly delineated and edged pink on the plan annexed hereto EXCEPT AND RESERVING unto the Vendor in fee simple full and free right and liberty at all times hereafter and for all purposes connected with the existing use of the adjoining property of the Vendor with or without horses and other animals carts carriages and motor and other vehicles of every description laden or unladen to pass and repass along the track coloured blue on the plan annexed hereto and included in the property hereby conveyed TO HOLD the same unto the Trustees in fee simple SUBJECT TO all rights of drainage water and way and all easements and quasi-easements now affecting the same Upon the trusts subject to the powers and provisions set out in the First Schedule hereto
2. THE Trustees hereby covenant with the Vendor for themselves and the same Upon the trusts subject to the powers and provisions set out in the first Schedule hereto

2. THE Trustees hereby covenant with the Vendor for themselves and their successors in title so as to bind the property hereby conveyed into whosoever lands the same may come and to enure for the benefit of and be annexed to the adjoining property of the Vendor known as Church Farm and each and every part thereof that no building shall be erected upon the said property other than in connection with the use of the said property as a recreation ground and that the said property shall not be used for any other purpose than a recreation ground.

3. THE Vendor hereby covenants with the Trustees that the Vendor or his successors in title will as soon as the documents specified in the Third Schedule hereto or any of them shall come into his or their possession give a statutory undertaking for their safe custody and that in the meantime the National Westminster Bank Limited and their successors in title will keep the said documents safe whole and undefaced (fire or other inevitable accident excepted)

4. IT is hereby declared and 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 the sum of Fifteen thousand pounds

IN WITNESS whereof the said parties hereby have hereunto set their respective hands and seals the day and year first before written.

THE FIRST SCHEDULE

1. The Trustees shall apply as soon as possible to the Charity Commissioners for an Order of the Charity Commissioners for England and Wales vesting the Trust property hereby conveyed in the Official Custodian for Charities and upon such Order being made the Trustees shall cease to be the Trustees of the Trust Property 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 Property") shall be held upon trust for a recreation ground for the benefit of the inhabitants of the Parish of Ditton Priors in the County of Salop in such manner as the Committee of Management from time to time shall think fit

3. The general management and control of the Trust Property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called "the Committee")

(a) Five Elected Members of the Committee shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General Meeting in the following year.

(b) Six Representative Members of the Committee shall be appointed by such appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall except in the case of such members appointed to fill casual vacancies be appointed before the Annual General Meeting any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year

(c) The Committee shall have power to co-opt not more than two members to hold office until the end of the Annual General Meeting following their co-option

(d) Any competent member of the Committee may be reappointed or re-elected

4. 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 successors are respectively 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

shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting

5. There shall be an Annual General Meeting to be convened by the Committee in the month of April in each year the first of such meetings (herein called "the first General Meeting") to be convened in the month of

Twenty one days notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in the said Parish of the inhabitants at the age of Eighteen years or upwards of either sex for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members under Clause 3 hereof and for taking such action as it may decide under Clause 8 hereof provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of April the Annual General Meeting for that year shall be held as soon as practicable after the month of April

6. The Committee shall have power by 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 any existing organisation in the said Parish not mentioned in the Second Schedule hereto and any other organisations which may hereafter be formed in the said Parish having aims of a recreational character consistent with those upon which the Trust property is held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased but no Resolution shall be effective until it has been approved in writing by the Charity Commissioners

7. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which such member shall have been appointed and the person so 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 elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting. All members shall retire annually at the Annual General Meeting

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 should 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 for the conduct of its business and for the summoning conduct and recording in a Minute Book of its meetings and in particular with reference to:

(a) The terms and conditions upon which the Trust Property may be used for recreation and the sum (if any) to be paid for such use

(b) The appointment of an Auditor Treasurer and such other unpaid officers 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 Property 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 Property and all donations for the benefit thereof shall be paid into a Trust Account at the Midland Bank at High Street Bridgnorth in the County of Salop or at such other Bank as shall from time to time be substituted by the Committee any such substitution to be endorsed upon this Trust Deed with a copy of the resolutions relating thereto

12. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in maintaining repairing and insuring the Trust Property and the buildings and effects thereon and in paying rent rates tax salaries wages and other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvement of the Trust Property

13. The Committee may upon the vote of a majority of its members and with the consent of the Charity Commissioners 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 thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property

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 Property in whole or in part for the purposes hereinbefore indicated it shall call a Meeting of the inhabitants at the age of Eighteen years or upwards of the said Parish of which Meeting not less than Twenty-one days notice (stating the terms of the Resolution that it 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 said Parish and if such decision shall be confirmed by a majority of such inhabitants present at such Meeting voting the Committee may with the consent of the Charity Commissioners 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 nearthereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the said Parish as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities 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 Property may properly be applied

15. If any Rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail

THE SECOND SCHEDULE

<u>Names of Representatives</u>	<u>Organisations</u>
Martin Henry Careless	Ditton Priors Parish Council
Audrey Megan Colebatch	The Girl Guides and Brownies
Leslie Anthony Wall	Ditton Priors Tug-of-War Team
Reginald May	Ditton Priors School Parents Association
Roger Dunn	Ditton Priors Youth Club
Mervyn Walker	Ditton Priors Village Hall Committee

THE THIRD SCHEDULE

<u>DATE</u>	<u>DESCRIPTION</u>	<u>PARTIES</u>
21st March 1960	<u>MORTGAGE</u> (with re-Conveyance dated 31st July 1970 endorsed)	Leonard George Thomas (1) Midland Bank Limited (2)