

Copy of the Conveyance and Constitution for Houghton Field
For information purposes only

This conveyance is made the seventh day of October one thousand nine hundred and sixty six BETWEEN KEYTHORPE FARMS LIMITED whose Registered Office is at Keythorpe Grange East Norton in the County of Leicester (hereinafter called "the Vendor") of the one part and NATHAN HARRIS (Company Director) CLIFFORD HUFTON (Company Director) THOMAS SMART (Company Director) and EDGAR TRELIVING (Accountant) all of Houghton-on the Hill in the County of Leicester (hereinafter called "The Trustees") of the other part

WHEREAS

- (1) 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 seven hundred pounds
- (2) The Trustees have requested the Vendor to convey the said hereditaments in a 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 SEVEN HUNDRED 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 Houghton-on-the Hill aforesaid forming part of Hollies Farm and part Ordnance Number 66 containing by recent admeasurement an area of Seven decimal point seven nine acres or thereabouts and for the purpose of identification only more particularly delineated on the plan annexed hereto and thereon edged pink TOGETHER WITH the right (in common with Vendor its successors in title and all other persons having the like right) to go pass and repass with or without vehicles over and along the proposed road Fifteen feet in width leading to and from the said land from and to Weir Lane when such road shall have been made and constructed over and along the site thereof EXCEPT AND RESERVING unto the Vendor and its successors in title owners and occupiers for the time being of the Vendor's adjoining property comprising Ordnance Survey Numbers 107 and 108 (i) a right of way at all times hereafter and for all purposes (in common with Trustees and their successors in title and all persons authorised by them respectively) with or without vehicles over and along the strip of land Fifteen feet in width coloured brown on the said plan with suitable turning spaces at the right angle bends PROVIDED ALWAYS THAT until such time as the Trustees shall have filled in the pond shown on the said plan and regarded the said land hereby conveyed the actual route of the said right of way shall be underfined and (ii) the right to use all or any part of the Vendor's said adjoining property for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now or at any time hereafter enjoyed by the Trustees or their successors in title owners or occupiers for the time being of any part of the said piece of land hereby conveyed to or for any buildings or other erections now or hereafter to be erected thereon TO HOLD the same (except and reserved as aforesaid) unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto.

2. THE TRUSTEES for themselves and their successors in title hereby jointly and severally covenant with the Vendor and its successors in title and assigns as follows:-
 - (i) Forthwith at their own expense in a proper and workmanlike manner to move the existing ate at the point marked “X” on the said plan to the point marked “Y” thereon and at the like expense and in like manner to close the gap at the said point marked “X” by erecting a double post and four rail fence and planting quicks in between the same the said quicks to be maintained by the Trustees for three years from the date of planting and
 - (ii) At all times hereafter at their own expense to maintain all live and dead boundary fences properly belonging to the property hereby conveyed
3. THE VENDOR hereby acknowledges the right of the Trustees to production of the deeds and documents specified in the Third Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof

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 FIRST SCHEDULE

1. The Trustees shall apply as soon as possible to the Charity Commissioners through the Secretary of State for Education and Science 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 call “the Trust Property”) shall be held upon trust for a recreation ground for the benefit of the inhabitants of the Parish of Houghton-on-the –Hill in the County of Leicester 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) Eight 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) Thirteen Representative Members of the Committee shall be appointed by such appointing organizations as are set out in the Second Schedule and their names shall be notified by each appointing organization 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 an any year for a term of office commencing at the end of the Annual General Meeting next year 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 four 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 in 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 April One thousand nine hundred and sixty seven by 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 of 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 of the Committee and for the purpose of electing eight Members under Clause 3 hereof and for taking such action 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 organization in the said Parish not mentioned in the Second Schedule hereto and any other organization 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 organization 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 Secretary of State for Education and Science
 7. A casual vacancy arising from the death or resignation or removal of an appointed Member of the Committee shall be filled by the organization 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 organization 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 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 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 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 Westminster Bank Limited St. Martins in the City of Leicester 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 resolution relating thereto
12. The moneys outstanding 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 rents rates taxes 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 the majority of its members and with the consent of the Secretary of State for Education and Science 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 of 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 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 and voting the Committee may with the consent of the Secretary of State for Education and Science 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 approved either in the purchase of other property approved by the Committee and to be held upon 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 said Parish as may be approved by the Secretary of State for Education and Science 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 poser in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail

THE SECOND SCHEDULE

The Parochial Church Council of St. Catherine Houghton-on-the-Hill

The Parish Council of Houghton-on-the-Hill

The Committee of the Houghton-on-the-Hill Branch of the British Legion

The Committee of the Houghton-on-the-Hill Cricket Club

The Committee of the Houghton Rangers Football Club

The Committee of the Houghton-on-the-Hill Badminton Club

The Committee of the Houghton-on-the-Hill Drama Society

The Committee of the Women's Institute Houghton-on-the-Hill

The Committee of the Houghton-on-the-Hill Youth Club

The Committee of the Houghton and District Gun Club

The Committee of the Houghton Field Youth Group

The Committee of the Houghton-on-the-Hill Evergreen Club

The Leaders Meeting of the Houghton-on-the-Hill Methodist Church

THE THIRD SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
<u>25th March 1949</u>	<u>CONVEYANCE</u>	William Parker Junior The Marine and General Mutual Assurance Society (2)
<u>25TH March 1949</u>	<u>LEASE</u>	Marine and General Mutual Life Assurance Society (1) the said William Parker Junior (2)
<u>25th March 1964</u>	<u>CONVEYANCE</u>	The said Marine and General Mutual Life Assurance Society (1) the vendor (2)

13th May 1964

SURRENDER

William Parker Junior the Vendor
(2)

DATED 7th October 1966

KEYTHORPE FARMS LIMITED

-to-

N. HARRIS AND OTHERS

CONVEYANCE

Upon Trust for recreation purposes of 7.70 acres of land situate at Houghton-on-the-Hill in the Count of Leicester