

MANNING, ROLLIN & CO.

SOLICITORS
COMMISSIONERS FOR OATHS

T. R. T. Manning, B.A. (Yale)
Peter H. Rollin
N. J. Daykin, LL.B.

Assistant Solicitor
Victoria W. Findlay

Telephone 0379-3555

**Park House,
Mere Street,
Diss, Norfolk
IP22 3JY**

OUR REF. VF/RR YOUR REF.

16th March 1981.

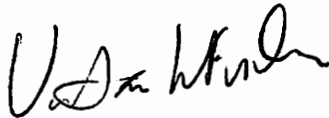
A. Poole Esq.,
Bowling Green Cottage,
Stoke Ash,
Eye,
Suffolk.

Dear Mr. Poole,

Re: Stoke Ash and Thwaite Parish Council.
Purchase of land at Stoke Ash

Following our telephone conversation with you of last week I now enclose a draft of the Conveyance to be entered into by the Parish Council and Mr. Poppy. I am submitting a draft to Mr. Poppy's Solicitors today also and the draft I enclose herewith is therefore subject to any amendments as may be made by him. However I trust the enclosed will enable you to present the Parish Council at your meeting with some evidence that the matter is proceeding.

Yours sincerely,



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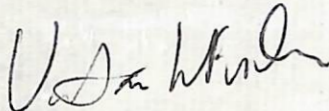
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Yours sincerely,



Sealed 23rd January 1976

40(S)
76.

County - Suffolk.
Place - Stoke Ash.
Charity - Village Hall.



amp £1

L5.
268,544 A/1.

Scheme including appointment
of Trustees and vesting.

C H A R I T Y C O M M I S S I O N .

In the matter of the Charity known as the Village
Hall, at Stoke Ash, in the County of
Suffolk, comprised in a conveyance dated
the 6th September 1948; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES
HEREBY ORDER that the following Scheme be approved and
established as the Scheme for the regulation of the
above-mentioned Charity:-

S C H E M E .

1. Administration of Charity. - The above-mentioned
Charity and the property thereof specified in the schedule
hereto and all other the property (if any) of the Charity
shall be administered and managed in conformity with the
provisions of this Scheme.

TRUSTEES.

2. Trustees and vesting. - (1) The Parish Council of
Stoke Ash shall be the Custodian Trustee of the Charity.

(2) The land with the building thereon specified in
the said schedule is hereby vested in the said council
for all the estate and in st therein belonging to or
held in trust for the Char...).

276-13-2-75

(3) Until the end of the first annual general meeting to be held as hereinafter provided the existing Trustees of the Charity at the date of this Scheme shall be the Managing Trustees of the Charity as the charity trustees thereof within the meaning of section 46 of the Charities Act, 1960, but from and after the end of that meeting the Committee of Management hereinafter constituted shall be the Managing Trustees of the Charity as the charity trustees thereof as aforesaid.

OBJECT.

3. Object of Charity. - (1) The object of the Charity shall be the provision and maintenance of a village hall for the use of the inhabitants of the Parish of Stoke Ash (hereinafter called "the area of benefit") without distinction of political, religious or other opinions, including use for meetings, 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.

(2) The said land and building shall be held upon trust for the purposes of a village hall as aforesaid.

COMMITTEE OF MANAGEMENT.

4. Constitution. - Subject as hereinafter provided, the Committee of Management (hereinafter referred to as the Committee) shall consist when complete of eleven persons (hereinafter referred to as Members) being

Five Elected Members and
Six Representative Members.

5. Elected Members. - Subject as hereinafter provided for casual vacancies, the Elected Members shall be appointed at the annual general meeting to be held as hereinafter provided and shall hold office from the end of the annual general meeting at which they are appointed.

6. Representative Members. - (1) One Representative Member shall be appointed by each of the following organisations:

The Stoke Ash Parish Council,
The Stoke Ash Playgroup,
The Stoke Ash Sports Club,
The Stoke Ash Sunday School,
The Stoke Ash Women's Institute
and
The Stoke Ash Youth Club.

(2) Each organisation shall notify the name of the person appointed by it to the secretary of the Committee.

(3) The appointment of a Representative Member may be made not more than one month before the annual general meeting and the term of office of a Representative Member so appointed shall commence at the end of that meeting.

(4) If an organisation entitled to appoint a Representative Member fails to do so within the said period of one month before the annual general meeting the appointment shall be made as soon as practicable after that meeting. The term of office of a Representative Member so appointed and of a Representative Member appointed to fill a casual vacancy shall commence on the day on which notification is received by the said secretary.

7. Co-optative Members. - The Committee may appoint if they think fit not more than four Co-optative Members. Each appointment of a Co-optative Member shall be made at a meeting of the Committee to take effect from the date of that meeting.

8. Termination of membership. - (1) Any Member who is adjudged bankrupt or makes a composition or arrangement with his or her 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.

(2) All the Members 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. Additional Representative Members. - The Committee shall have power by a resolution passed at a duly constituted meeting by the votes of not less than two-thirds of the Members for the time being to allow the appointment of an additional Representative Member by any organisation in the area of benefit not already named in this Scheme.

10. Alteration of constitution of Committee. - 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.

11. Casual vacancies. - (1) 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 in the case of a vacancy in the office of Representative Member shall cause notice thereof to be given as soon as possible to the organisation entitled to fill the vacancy.

(2) A casual vacancy in the office of Elected Member may be filled at a meeting of the Committee to take effect from the date of that meeting.

12. Failure to appoint. - The proceedings of the Committee shall not be invalidated by any vacancy among its Members or by any failure to appoint or any defect in the appointment or qualification of a Member.

13. Declaration by Members. - No person shall be entitled to act as a Member 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 Scheme.

14. Members not to be personally interested. - Except in special circumstances with the approval in writing of the Commissioners no Member 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.

MEETINGS AND PROCEEDINGS OF THE COMMITTEE.

15. Meetings of the Committee. - 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 by any two Members upon seven clear days' notice being given to all the other Members of the matters to be discussed.

16. Chairman. - (1) At the first meeting in each year after the annual general meeting the Committee shall elect one of their number to be chairman of their meetings until the commencement of the first meeting after the annual general meeting in the following year and may also elect one of their number to be vice-chairman. The chairman and vice-chairman shall always be eligible for re-election.

(2) If the chairman and vice-chairman (if any) are absent from any meeting of the Committee the Members shall choose one of their number to be chairman of the meeting before any other business is transacted.

17. Voting. - Except as hereinbefore provided every matter shall be determined by the majority of votes of the Members present and voting on the question but in case of equality of votes the chairman of the meeting shall have a second or casting vote.

18. Minutes and accounts. - A minute book and books of account shall be provided and kept by the Committee.

19. Rules. - Within the limits prescribed by this Scheme the Committee may from time to time make and alter rules for the conduct of their business and for the summoning and conduct of their meetings and in particular with reference to -

(1) the terms and conditions upon which the said building may be used for the purposes specified in this Scheme by persons or bodies other than the Committee and the s. (if any) to be paid for such use;

(2) the appointment of an auditor, treasurer and such other unpaid officers as the Committee may consider necessary and the fixing of their respective terms of office;

(3) the engagement and dismissal of such paid officers and servants as the Committee may consider necessary; and

(4) the number of Members who shall form a quorum at meetings of the Committee, provided that the number of Members who shall form a quorum shall not be less than one-third of the total number of Members for the time being.

INSURANCE.

20. Insurance. - The Committee shall insure the said building and the furniture and effects therein to the full value thereof against fire and other usual risks and shall suitably insure against risks arising out of the ownership of property and the employment of persons.

APPLICATION OF INCOME.

21. Receipts and expenditure. - (1) The income of the Charity including all payments for the use of the said building and all donations for the benefit thereof shall be paid into a trust account at such bank as the Committee shall from time to time prescribe.

(2) The moneys standing to the credit of the said account shall be applied as the Committee shall decide in insuring as aforesaid, in maintaining and repairing the said building and the furniture and effects therein and in paying all rent (if any), rates, taxes, salaries of paid officers and servants and other outgoings and in otherwise furthering the object of the Charity.

22. Surplus cash. - Sums of cash at any time belonging to the Charity and not needed for immediate working purposes shall be invested in trust for the Charity unless the Commissioners otherwise direct.

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ANNUAL GENERAL MEETING.

23. Annual general meeting. - (1) There shall be an annual general meeting in connexion with the Charity which shall be held in the month of March in each year or as soon as practicable thereafter.

(2) All inhabitants of the area of benefit of 18 years of age and upward shall be entitled to attend and vote at the annual general meeting.

(3) The first annual general meeting shall be convened by the existing Trustees of the Charity and every subsequent annual general meeting shall be convened by the Committee.

(4) Public notice of every annual general meeting shall be given in the area of benefit at least 14 days before the date thereof.

(5) Before any other business is transacted at the first annual general meeting after the date of this Scheme, the persons present thereat shall appoint a chairman of the meeting. The chairman of subsequent annual general meetings shall be the chairman for the time being of the Committee, but if he or she is not present, before any other business is transacted, the persons present shall appoint a chairman of the meeting.

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

GENERAL PROVISIONS.

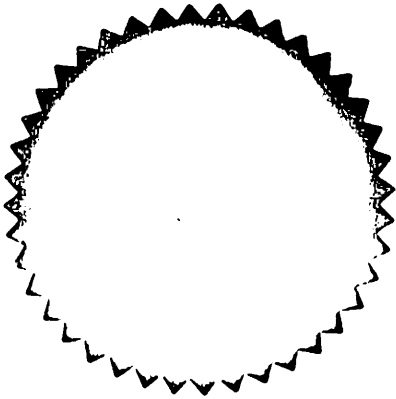
24. Donations. - The Committee may accept any donations or property for the general purposes of the Charity and they may also accept donations or property for any special objects connected with the Charity not inconsistent with the provisions of this Scheme.

25. Questions under Scheme. - Any question as to the construction of this Scheme or as to the regularity or the validity of any acts done or about to be done under this Scheme shall be determined by the Commissioners upon such application made to them for the purpose as they think sufficient.

SCHEDULE.

Land containing 39 perches or thereabouts situate in the Parish of Stoke Ash in the County of Suffolk with the building thereon known as the Village Hall being part of the land numbered 213 on the Ordnance Survey map (1926 edition) being the land comprised in the above-mentioned conveyance dated the 6th September 1948 and made between The Right Honourable Charles Henry Chandos Baron Henniker of the first part The Honourable Edward Granville Eliot and another of the second part and Richard Buckmaster and six others of the third part.

Sealed by Order of the Commissioners this 23rd day
of January 1976.



ASSISTANT COMMISSIONER

THIS CONVEYANCE and TRUST DEED is made the day of 1981 BETWEEN FREDERICK GEORGE POPPY of Lime Tree Farm Stoke Ash in the County of Suffolk (hereinafter called "the Grantor") of the one part and THE PARISH COUNCIL of Stoke Ash in the County of Suffolk (hereinafter called "the Council" which expression shall where the context so admits include the Council's successors in title) of the other part

WHEREAS the Grantor is seised in fee simple in possession free from incumbrances of the property hereinafter described and is desirous of conveying the same freely and voluntarily to the Council upon the trusts contained in the Charity Commission Scheme of 23rd January 1976 as hereinbelow mentioned AND WHEREAS the Council is authorised by Section 139 of the Local Government Act 1972 to accept hold and administer any gift of property for the benefit of the inhabitants of the Parish, or any part thereof

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 Council is the Custodian Trustee of the Charity known as the Village Hall at Stoke Ash in the County of Suffolk described in a Charity Scheme of 23rd January 1976 (hereinafter called "the Charity")
3. In consideration of the premises the Grantor as settlor hereby conveys unto the Council all that piece or parcel of land situate at Stoke Ash in the County of Suffolk and having a frontage to _____ of _____ or thereabouts which piece or parcel of land with the dimensions and abuttals thereof ^{is for the purpose of identification only shown on the attached hereto} ~~more particularly delineated and described in the plan drawn herein~~ and thereon coloured pink ~~together~~ (hereinafter referred to as the "said land") TO HOLD the same unto the Council in fee simple upon the trusts and subject to the powers and provisions contained in the aforementioned Charity Commission Scheme AND SUBJECT TO the reservations ^{rights} condition and restrictive covenants as hereinbelow mentioned
4. All growing crops on said land are reserved for the Vendor pending completion hereof TOGETHER WITH the right to enter upon the said land for the purpose of tending cutting and removing the same and to bring onto the said land all machines and instruments necessary thereto the aforesaid right subsisting up to the completion hereof
5. The Council hereby covenants with the Grantor that the Council will at its own expense forthwith erect and forever after maintain on the eastern boundary of the said land (which said boundary ^{is} ~~for the~~ purpose of identification only marked as a red line between points A and B on the plan annexed hereto) a stockproof wire and post fence of not less than 4 feet in height
6. For the benefit and protection of the Grantor's retained land or any part or parts thereof and so as to bind so far as maybe the said land (into whose soever hands the same may come) the Council hereby covenants with the Grantor that the Council will at all times hereafter observe and perform the restrictions and stipulations set out in the second schedule hereto but so that the Council shall not be liable for

a breach of the Covenant ~~occurring~~ ^{occurring} on or in respect of the property hereby conveyed or any part or parts thereof after the Council shall have parted with all interest therein

7. The Grantor hereby acknowledges the right of the Council to production of the Deeds and Documents specified in the second schedule hereto and to delivery of copies thereof and hereby undertakes for the said custody thereof

8. 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 property conveyed or transferred exceeds Twenty Thousand pounds

IN WITNESS whereof the Grantor has hereunto set his hand and seal and Cecil Harold Gooderham and Antony William Poole two members of the Council have pursuant to a resolution of the Council passed on the _____ day of _____ 1981 hereunto set their hands and seals the day and year first before written

First Schedule

Date	Document	Parties
11th January 1973	CONVEYANCE	H. E. Lummis and G.L. Lummis (1) F. G. Poppy (2)

Second Schedule

- (i) Not to erect any overhead wires or cables over the said land
- (ii) Not to erect any buildings on the said land within 20 feet of the boundary as hereinbefore mentioned and marked on the plan annexed hereto in red between points A and B

SIGNED by the said CECIL HAROLD
GOODERHAM and ANTONY WILLIAM
POOLE in the presence of:)

SIGNED by the said FREDERICK GEORGE
POPPY in the presence of:)

Lot 1



Pt. 209
5.080

207
2.416

036

208
2.898

Pt. 210
7.025

206
5.122

New Farm

Pt. 222
4.10

225
7.409

226
1.776

242
5.82

140

DATED

1981

C. H. GOODERHAM and A. W. POOLE

-and-

F. G. POPPY

draft/

C O N V E Y A N C E

relating to land at
Stoke Ash, Eye,
Suffolk.

Manning Rollin & Co.
Park House,
Mere Street,
Diss, Norfolk.