

*In a Conveyance dated 29<sup>th</sup> January 1953, North Riding County Council sold Thornton-le-Beans Village Hall and its surrounding lands to Arthur Davison, Thomas Coates and John William Dale, as Trustees, for the sum of £550.*

*On 28<sup>th</sup> July 1953 the Charity Commission ordered by official deed that the land should vest forthwith in the Official Trustee of Charity Lands. The effect of this deed was that the ownership and management of the Hall passed from the 3 original Trustees to the Council of Management of the Hall, who were all ipso facto Trustees of the Charity (see page 2 below, introductory paragraph).*

*The Hall Secretary holds photocopies of both documents, but the location of the originals is not known. This document is an edited transcript of both, for the convenience of Committee members, though the full original text obviously takes precedence. The **First Schedule of the Conveyance** (pages 2 to 4) is in effect the Constitution governing the way the Hall should be run to this day.*

*In 2023 the Committee decided to reduce the number of Trustees to four Officers only, rather than every Committee member having to be a Trustee, since we were losing members who did not wish to disclose their personal details to the Bank and the Charity Commission. After consulting the latter, a Special Resolution was passed at the AGM held on 2 April 2024. This version of the Constitution is the one applying from 2 April 2024 onwards.*

*Omissions made by the editor for clarity are shown thus .....*

## **THE CONVEYANCE**

THIS CONVEYANCE is made the twenty ninth day of January one thousand nine hundred and fifty three between THE COUNTY COUNCIL OF THE ADMINISTRATIVE COUNTY OF THE NORTH RIDING OF YORKSHIRE (hereinafter called "the Council") of the one part and ARTHUR DAVISON of Thornborough, Thornton-le-Beans, near Northallerton in the North Riding of the County of York Farmer THOMAS COATES of Martin Folly, Thornton-le-Beans aforesaid Farmer and JOHN WILLIAM DALE of Thornton-le-Beans aforesaid Farmer (hereinafter called "the Trustees") of the other part.

### **WHEREAS:**

- (1) The Council as Local Education Authority .... is .... in possession of the property hereinafter described and intended to be hereby conveyed but does not require the same for the purpose for which it was acquired.
- (2) The Council has agreed with the Trustees for the sale to them subject to the consent of the Minister of Education .... of the said property at the price of FIVE HUNDRED AND FIFTY POUNDS.
- (3) The Minister of Education ... (on) the twenty fifth day of January one thousand nine hundred and forty nine notified his consent to the said sale ....

### **NOW THIS DEED WITNESSETH AS FOLLOWS**

1. IN PURSUANCE of the said Agreement and in consideration of the sum of five hundred and fifty pounds paid by the Trustees to the Council .... the Council .... hereby conveys to the Trustees ALL THAT piece or parcel of land .... delineated on

the plan hereto annexed (*editor's note: we have a copy of the plan*) ... together with the buildings erected thereon .... TO HOLD unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the first Schedule hereunder written.

2. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction ....

**THE FIRST SCHEDULE** hereinbefore referred to:

The Trustees shall forthwith apply to the Minister of Education for an Order of the Charity Commissioners .... vesting the Trust premises hereby conveyed in the Official Trustee of Charity Lands and upon such order being made the Trustees shall cease to be the Trustees of the Trust Premises and the Charity shall thereafter be administered and managed by the members for the time being of the Council of Management hereinafter mentioned.

1. The property hereby conveyed (herein called “the Trust Premises”) shall be held upon trust for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms library lectures classes recreation and entertainment or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Thornton-le-Beans in the said county of York and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.
2. The general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called “the Committee”) consisting of not more than Twelve Members (exclusive of members co-opted under the power hereinafter contained), of whom Nine shall be elected at the first general meeting referred to in Clause 3 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The three organisations mentioned in .... the Second Schedule hereto (*namely the Parochial Church Council, the Chapel Trustees of the Methodist Chapel, and the Committee of the Women’s Institute*) shall each have the right to appoint one member of the Committee .... on the occasion of each annual appointment of members..... In addition to the members of the Committee appointed and elected as above the Committee shall have the power to co-opt not more than three members to represent interests in the said Parish not represented by any organisation.
3. There shall be an Annual General Meeting to be convened by the Committee in the month of April each year .... by one week’s notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of Eighteen years or upwards 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 nine members under Clause 2 hereof and for taking such action as it may be decided under Clause 8 hereof.....
4. 4.1 The Committee shall have power by a 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 .... and any other organisation which may hereafter be formed in the said parish having the aims of a social recreational or

educational character consistent with those upon which the trust premises are held hereunder to appoint an additional member of the Committee in the same manner.... and for this purpose the total number of members of the Committee as provided for in Clause 2 hereof may be increased but no such Resolution shall be effective until it has been approved in writing by the Minister of Education.

4.2 The four officers elected at each AGM - Chairman, Vice Chairman, Secretary and Treasurer - shall ex officio be the only Trustees of the charity.

4.3 A casual vacancy arising from the death or resignation or removal (for whatever reason) of a Trustee shall be filled by a Resolution passed at a Special Meeting of the Committee or the Annual General Meeting (whichever shall first in time occur) and at which not less than two-thirds of all members of the Committee vote in favour of the Resolution.

5. All members of the Committee shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at the Annual General Meeting shall make the appointment at any time within one month before .....
6. 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..... 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.
7. If any organisation entitled to appoint a member of the Committee ceases to exist or fails to make an appointment in manner aforesaid ..... the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.
8. 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.
9. The Committee may from time to time make and alter Rules and Regulations 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 Premises may be used for entertainment 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 Premises 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.
10. All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at the York County Savings Bank of Northallerton ... or at such other Bank as shall from time to time be substituted thereof by the Committee....
11. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or 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 providing furniture games books newspapers periodicals and other literature and means of

- recreation and otherwise for the upkeep and improvement of the Trust Premises.
12. The Committee 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 Premises or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereof 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.
  13. If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or desirable to discontinue the use of the Trust Premises 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..... 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 Minister of Education let or sell the Trust Premises or any part thereof. All monies from such letting or sale .... shall with such consent as aforesaid be applied either in the purchase of other premises approved by the Committee .... or towards such other charitable purposes or objects for the benefit of the inhabitants of the Parish of Thornton-le-Beans aforesaid....
  14. If any Rules or Regulations made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail.

## **THE VESTING DEED**

In the matter of the Charity known as the VILLAGE HALL, in the Parish of THORNTON LE BEANS, in the North Riding of the County of York, founded by a Conveyance dated the 29th January 1953; and

In the matter of the Charitable Trust Acts, 1853 to 1939

THE BOARD OF THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES DO HEREBY ORDER that the land specified in the schedule hereto shall vest forthwith in The Official Trustee of Charitable Lands for all the estate and interest therein belonging to or held in trust for the Charity.

Schedule:

Land containing 1210 square yards or thereabouts .... being the property comprised in the abovementioned Conveyance dated the 29th January 1953 ....

Sealed by the Order of the Board this 28th day of July 1953