

DATED 17th " 1959

MR. THOMAS GLOVER

-to-

THE CRAWFORD VILLAGE & FIMBO LAKE
PLAYING FIELDS ASSOCIATION.

C O N V E Y A N C E

-of-

Freehold property upon trust for
recreational purposes situate at
Up Holland near Wigan in the County
of Lancaster.

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UNSWORTH & SON
SOLICITORS
WIGAN.

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This Conveyance

LAW STATIONERS
THE SOLICITORS
PROPERTY SOCIETY LTD

is made the
1st day of August 1959

day of August 1959

One thousand nine hundred and fifty nine BETWEEN THOMAS GLOVER of "Crossways" Tawd Road Up Holland near Wigan in the County of Lancaster Retired Farmer (hereinafter called "the Vendor") of the one part and ROBERT LATHAM (Foreman Joiner) of 45 Pimbo Lane Up Holland aforesaid JOHN MARSH (Company Accountant) of 49 Crawford Village Up Holland aforesaid VERA HOULGRAVE (Housewife) of The Post Office Crawford Village Up Holland aforesaid and THOMAS LATHAM (Excavator Driver and Assistant Foreman) of 25 Crawford Village - Up Holland aforesaid (hereinafter called "the Trustees") of the other part.

WHEREAS :-

- (1) The Vendor is seised in fee simple in possession free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Trustees at the price of Five hundred pounds.
- (2) 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 FIVE HUNDRED POUNDS now paid by the Trustees to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Beneficial Owner HEREBY CONVEYS unto the Trustees ALL THAT piece of land being part of - Manor House Farm situate on the northerly side of Crawford Road Up Holland aforesaid which said hereditaments are more particularly delineated for the purpose of description only on the plan drawn hereon or annexed hereto and thereon - surrounded by lines coloured red TO HOLD the same 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 Vendor hereby acknowledges the right of the Trustees to production of the deeds and documents specified in the second Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE before referred to.

1. THE Trustees shall apply as soon as possible to the Charity Commissioners through the Minister of Education for an Order of the Charity Commissioners for England and Wales vesting the Trust property 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 Proper 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 ^{Crawford Village and Pimbo Lane} Up Holland and any inhabitants of the Urban District Council of Up Holland and inhabitants of adjoining parishes in such manner without distinction of sex or of political or religious or other opinions and with the object of improving the conditions of life for the said inhabitants 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" consisting of not more than twelve members (exclusive of members co-opted under the power hereinafter contained) of

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whom nine shall be elected at the first general meeting referred to in Clause 4 hereof in the first instance and on each subsequent election of members at the Annual General Meeting.

4. 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 (hereinafter called "the First General Meeting") which was held on the twenty seventh day of May - - One thousand nine hundred and fifty nine notice to be affixed to some conspicuous part of the Trust property or other conspicuous place or places in Crawford Village and Himbo Lane Up Holland 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 twelve members under clause 3 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.

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 an Annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire. A retiring member shall be eligible for re-appointment or re-election.

6. 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. 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.

8. 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 shall never be less than three.

9. 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 Wigan Trustee Savings Bank at Scholes, Wigan 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.

10. 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 or the furniture and effects therein and in paying rent rates taxes salaries wages and other outgoings and in providing equipment, means of recreation and otherwise for the maintenance and improvement of the Trust Property.

11. THE Committee may upon the vote of a majority of its members and with the consent of the Minister of Education from time to time ^{by} mortgage or otherwise obtain such advance 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 property.

12. 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 Crawford Village and Pimbo Lane Up Holland and any other members of which Meeting - not less than fourteen 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 Urban District Council of Up Holland 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 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 afore- said 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 near thereto as cir- cumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the said Urban District Council of Up Holland as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Trust of Charitable Funds 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.

13. IF any Rules made under the power in that behalf herein before contained are inconsistent with the provisions of - these presents the latter shall prevail.

THE SECOND SCHEDULE before referred to.

<u>3rd March 1920</u>	CONVEYANCE of this date made between The Right Honourable Edward William Earl of Lathom of the one part and Edward Hesketh of the other part.
<u>4th March 1920</u>	MORTGAGE of this date made between Edward Hesketh of the one part and James Townsend of the other part.
<u>28th December 1922</u>	FURTHER CHARGE endorsed on lastly mentioned Mortgage made between Edward Hesketh of one part and James Townsend of the other part.
<u>26th March 1930</u>	TRANSFER OF MORTGAGE of this date made between James Townsend of the first part, Edward Hesketh of the second part and The White Moss Coal Co.Ltd of the third part.
<u>5th October 1934.</u>	LEGAL CHARGE of this date made between The White Moss Coal Co.Ltd of the one part and District Bank Limited of the second part.
<u>18th January 1937</u>	VACATING RECEIPT of this date endorsed on Mortgage dated 4th March 1920
<u>19th January 1937</u>	RELEASE of this date made between District Bank Limited of the one part The White Moss Coal Co.Ltd of the other part (endorsed on Legal Charge lastly mentioned)
<u>20th January 1937</u>	CONVEYANCE of this date made between Edward Hesketh of the one part and Thomas Glover of the other part.
<u>21st January 1937</u>	LEGAL CHARGE of this date made between Thomas Glover of the one part and Martha Brand and Norman Frederick Brand of the other part.

SIGNED SEALED AND DELIVERED by }
the said Thomas Glover in the }
presence of

Thomas Glover

Norman Brand,
Solicitor
London