

Compton Bassett Village Hall Deed of Gift Presented 23 July 1946 No: 14815

This Deed of Gift is made the twenty-third day of July, one thousand nine hundred and forty six, BEWTEEN THE BRISTOL BREWERY GEORGES AND COMPANY LIMITED whose registered office is situate at Bath Street in the City and County of Bristol (thereinafter called “the Grantor”) of the one part and GUY HOLFORD BENSON of Compton Bassett near Calne in the County of Wilts Merchant Banker and GILLIAN FIELDING JOHNSON of Compton Bassett aforesaid Former (hereinafter called “the Trustees”) of the other part.

WHEREAS the Grantor is seald in fee simple in possession free from incumbrance of the land hereinafter described and has agreed to give the same to the Trustees for the purpose of erecting a Village Hall thereon AND WHEREAS the Trustees have requested the Grantor to convey the said land in manner and upon the trusts hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:

- 1. That in pursuance of the said Agreement and in consideration of the premises the Grantor hereby conveys unto the Trustee ALL THAT piece or parcel of land situate at Compton Bassett in the County of Wilts part of Number 183 in the Ordnance Survey and having a frontage to the County road there of two hundred and forty five feet or thereabouts and estimated to contain one acre more or less which piece or parcel of land is with the dimensions and abuttals thereof and thereon coloured pink. TO HOLD the same unto the Trustees in fee simple free from any resulting trust in favour of the Grantor but Upon the trusts and subject to the powers and provisions set out in the First Schedule hereto and subject to the exceptions reservations and covenants hereinafter continued.**
- 2. The Trustees consent to bind as far as may be the plot of land hereby conveyed into whosoever hands the same may come and so that this covenant shall be for the benefit and protection of the Grantor and the adjoining property of the Grantor known as The White Horse Inn and every part thereof but so that the Trustee shall not be personally liable for a breach of this covenant occurring on or in respect of the land hereby conveyed or any part or parts thereof after they shall have parted with all interest therein hereby covenant with the Grantor that the Trustees and those deriving title under them will at all times hereafter observe and perform the restrictions and stipulations following:**
 - a. Within twelve months from the date hereof at their own expense and in a proper and workmanlike manner to the satisfaction in all respects of the Surveyor for the time being of the Grantor to erect and make and for ever thereafter maintain and keep in good repair an approved pattern woven wire heavy stock fence fifty-four inches in height securely fastened to four inches by four inches intermediate concrete posts complete with adequate**

six inches by six inches concrete straining posts on the north eastward and south eastward boundaries of the land hereby conveyed between the letters A B and C on the said plan

- b. That the Village Hall to be erected on the land hereby conveyed shall be built on a line to be approved by the Surveyor of the Grantor in order not to obstruct the view of the approach to the White Horse Inn aforesaid**
 - c. That in order to form an entrance way to the said Village Hall the Trustees shall lay pipes in the ditch at that particular point in a workmanlike manner and to the satisfaction of the Grantor or its Surveyor and likewise if other entrance ways to the land hereby conveyed should be required at any time hereafter then the Trustees shall in like manner pipe in the ditch at the necessary places in all cases so as not to interrupt or impede the flow of water or other waste liquids along or through the said ditch**
 - d. That the said Village Hall and premises attached thereto and the land hereby conveyed shall not be used nor permitted to be used for the sale of wines spirits beers or intoxicating liquors Provided however that the Trustees may apply from time to time for special licences to sell intoxicating liquors for particular functions on condition that if such licences are granted such intoxicating liquors shall be obtained from the Grantor**
- 3. The Grantor hereby acknowledges the right of the Trustees to the production of a conveyance dated the twenty-fifth day of March one thousand nine hundred and thirty and made between the Co-operative Wholesale Society Limited of the first part Edwards Gibbons Harding of the second part and the Grantor of the third part and to delivery of copies thereof and hereby undertakes with the Trustees for the safe custody thereof.**
 - 4. 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 land and property conveyed or transferred exceeds Five hundred pounds (£500).**

IN WITNESS whereof the Grantor has enused its Common Seal to be hereunto affixed and the Trustees have hereunto set their hand and seals the day and year first above mentioned.

THE FIRST SCHEDULE ABOVE REFERRED TO

1. The Trustee shall forthwith apply to the Charity Commissioners for England and Wales for an Order vesting the Trust premises hereby conveyed in 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 Committee of Management hereinafter mentioned as the Trustees thereof.
2. The property hereby conveyed (herein called “the Trust Premises”) shall be held upon trust for the purpose of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms library lectures classes recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Compton Bassett in the County of Wilts and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents.
3. 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 twenty members (exclusive of members co-opted under the power hereinafter contained) of whom ten shall be elected at the first general meeting referred to in Clause 4 hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting. The organisations mentioned in the second column of the Second Schedule hereto have been appointed by the organisations mentioned opposite their respective names in the second column of that schedule and shall together with the members appointed at the first General Meeting as aforesaid be the first members of the Committee. Until the first General Meeting has been held the persons named in the first column of the Second Schedule shall have the power to act. In addition to the members of the Committee appointed as above the Committee shall have the power to co-opt not more than five members to represent the interests in the said Parish not represented by any organisation.
4. There shall be an Annual General Meeting to be convened by the Committee in the month of January in each year the first of such meetings (herein called “the First General Meeting”) to be convened in the month of January One thousand nine hundred and forty seven 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 of either sex of the Parish of Compton Bassett 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 ten 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 January the Annual General Meeting for that year shall be held as soon as practicable after the month of January and such meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners.

- 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.**
- 6. A casual vacancy arising from the death or resignation or removal of a member of the Committee shall be filled by the organisation by which such member shall have power to fill such vacancy until the next Annual General Meeting.**
- 7. In the event of any other organisations being formed in the said Parish with those upon which the Trust Premises are held hereunder 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 such new organisation to appoint two additional members of the Committee in the same manner as if such new organisation had been mentioned in the second column of 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 such Resolution shall be effective until it has been approved by an Order of the Charity Commissioners).**
- 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 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 and Regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to:**

- a. **The terms and conditions upon which the Trust Premises 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 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**
11. **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 Lloyds Bank Limited at Calne Wilts or at such other Bank as shall from time to time be substituted therefor by the Committee.**
12. **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.**
13. **The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners from time to time by mortgage or otherwise obtain such advances on the security of the Trust Premises 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 premises.**
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 Premises in whole or in part for the purpose hereinbefore indicated it shall call a meeting of the inhabitants of the age of eighteen years or upwards of the Parish of Compton Bassett of which Meeting not less than fourteen days notice (stating that a Resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises 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 Charity Commissioners let or sell the Trust Premises 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 premises approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereintofore 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 Parish of Compton Bassett as may be approved by the charity Commissioners and meanwhile such money shall be invested in the name of the Official Trustees 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 or in 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 Premises may properly be applied.

15. 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.

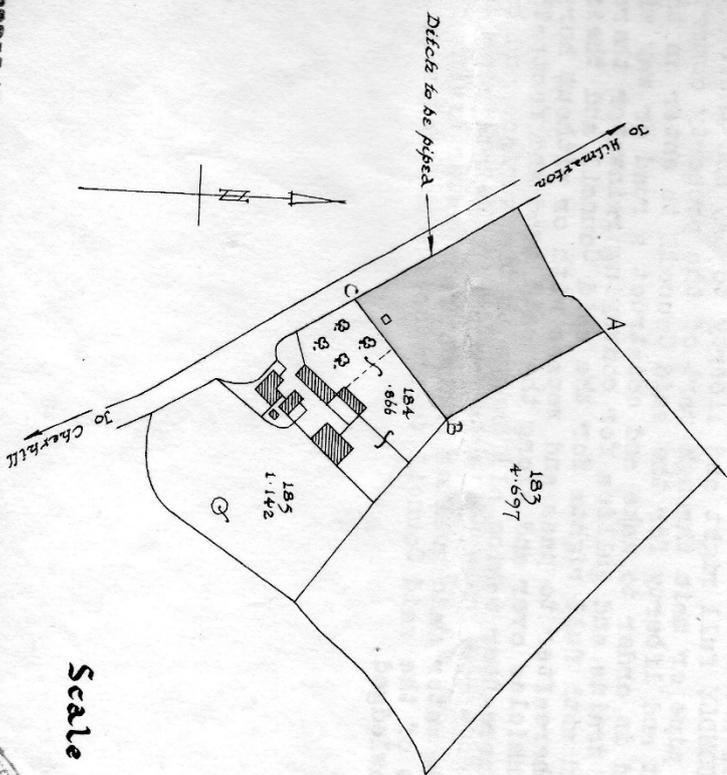
THE SECOND SCHEDULE ABOVE REFERRED TO

Column 1	Column 2
Names of Representatives	Organisation
R. Mathews; W. Smith	Compton Bassett Parish Council
R. Devening; E. Lewis	Compton Bassett Rifle Club
Mrs E. Godwin; Mrs Rogers	Committee of the Women's Institute, Compton Bassett
Jack Fielding; W Jardine	Committee of the British Legion, Compton Bassett
The Rev G. Deuchar; Mrs Ellis	Compton Bassett Parochial Church Council

Memorandum dated the Thirty First day of December one thousand nine hundred and fifty one.

By Deed of this site made between the Official Trustee of Charity Lands (in whom the property comprised in the within written Deed was vested by an Order made by the Board of Charity Commissioners for England and Wales dated the eighth day of August one thousand nine hundred and forty seven) of the first part Vernon Ronald Thomas Rogers John Fell Ivy Olphert and Frederick John Tarry (being Members of the Committee of Management of Compton Bassett Village Hall which said Committee of Management was authorised by an Order made by the Minister of Education dated the thirty first day of July one thousand nine hundred and fifty one to grant the Easements hereinafter mentioned) of the second part and the Council for the Rural District of Calne and Chippenham (hereinafter called "the said Council") of the third part there was granted to the said Council FIRST full right and liberty to lay and thereafter to repair maintain renew and use a drain or sewer with two manholes through part of the property comprised in the within-written Deed SECONDLY full right and liberty to lay and thereafter to repair maintain and use a water supply pipe or main through the part of the property comprised in the within-written Deed THIRDLY full right and liberty for the said Council to enter on the property comprised in the within-written Deed in order to make and construct a road or way with footpaths thereto and all necessary channels drains and gullies for conveying rainwater therefrom into ditches or drains near thereto and with full rights for the said Council and their Agents servants and tenants at all times thereafter to pass and repass with or without horses cattle carts carriages motor cars and other vehicles over and along the said road and footpaths subject to the said Council at all times thereafter making all damage to the surface and bounds of the property comprised in the within-written Deed by laying repairing maintaining and renewing the said drain or sewer manholes water main gullies and any rain water drains from the gullies on the said Road. The right of the said Council to production and delivery of copies of the within-written Deed was acknowledged.

Plan referred to



Scale 1/2500

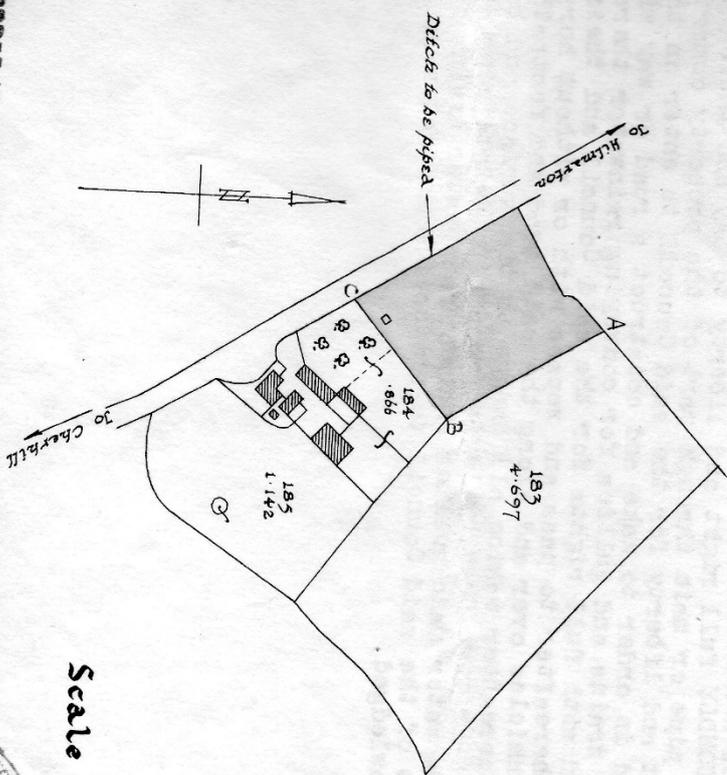
RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.

2nd April 1949



Institute
Legion
Church

Plan referred to



Scale $\frac{1}{2500}$

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.

2nd April 1944



Institute
Legion
Church