

MR. W. R. PROSSER

- to -

THE TRUSTEES OF
REDWICK PARISH HALL

Conveyance

of a piece of land at Redwick

- and -

Trust Deed

£1.5.0

1320/49

RECEIVED

1 OCT 1949

CHARITY COMMISSION

J.C. Llewellyn & Co.,
26, Stow Hill,
NEWPORT. Mon.

131862/4D

Recorded in the books of the Ministry of
Education pursuant to the provisions of Section 29 (4)
of the Settled Land Act, 1925, as applied by Article 3
of the Minister of Education (Transfer of Functions)
Order, 1940.

E. Walters

29 NOV 1949

This is entered by 1 month in pursuance
of Section 29 (4) of the Settled Land Act 1925

E. Walters
29 NOV 1949



N/

This Conveyance is made the fourteenth

day of May One thousand nine hundred and forty nine Between

WILLIAM REGINALD PROSSER of The Rose Inn Redwick in the County of Monmouth

Blacksmith (hereinafter called "the Vendor") of the one part and

FREDERICK HOWARD JAMES of Longlands Redwick aforesaid Esquire J.P. and

CARADOC WILLIAM ARTHUR of Redwick House Redwick aforesaid Farmer (herein

after called "the Trustees") of the other part Whereas at her

death intestate on the Eleventh day of September One thousand nine hundred

and forty eight Laura Prosser wife of the Vendor (hereinafter referred to

as the Intestate) was seised in fee simple in possession free from

incumbrances of the property hereinafter described but subject to an

Agreement dated the Third day of February One thousand nine hundred and

forty eight whereby the Intestate agreed to sell the same to the Trustees

at the price of One hundred and fifteen pounds whereon the Trustees then

paid a deposit of Twenty five pounds and whereas Letters of

Administration of the Estate of the said Laura Prosser were granted to

the Vendor out of the Llandaff District Probate Registry on the Thirteenth

day of October One thousand nine hundred and forty eight and whereas

the Vendor has not made any assent or conveyance in respect of a legal

estate in the said property or of any part thereof the Trustees have

requested him to convey the said property in manner and upon the trusts

hereinafter appearing

Now this conveyance witnesses that in

pursuance of the said agreement and in consideration of the sum of ONE

HUNDRED AND FIFTEEN POUNDS As to Twenty five pounds paid to the said

Intestate as aforesaid and as to the Ninety pounds now paid to the Vendor

by the Trustees (the receipt whereof the Vendor hereby acknowledges) the

Vendor as Personal Representative of the Intestate hereby conveys unto the

Trustees That piece or parcel of land situate at Redwick

aforesaid containing one rood and nineteen perches or thereabouts being

Enclosure numbered 437 on the Ordnance Survey Map (1920 Edition) for the

said Parish and which for the purpose of identification only is delineated

on the plan annexed hereto and thereon edged with pink 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 In further

pursuance of the said agreement and for the consideration aforesaid the

Vendor as Beneficial Owner hereby assigns unto the Trustees That

the right title or claim of in, and to all moneys payable and all stocks

issuable in respect of the development value of the said property under



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or by virtue of the Town and Country Planning Act 1947 or any Act for the time being replacing or amending the same To hold the same unto the Trustees absolutely

The Vendor hereby acknowledges the right of the Trustees to production of the above recited Letters of Administration and to delivery of copies thereof

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 consideration exceeds Five hundred pounds

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written

First Schedule
The Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an Order 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 Committee of Management hereinafter mentioned as the Trustees thereof

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 recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of the Parish of Redwick in the County of Monmouth 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 thirty members (exclusive of members co-opted under the power hereinafter contained) of whom thirty 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 organisations mentioned in the Second column of the Second Schedule hereto shall each have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. The persons whose names appear in the First column of the Second Schedule hereto have been appointed by the

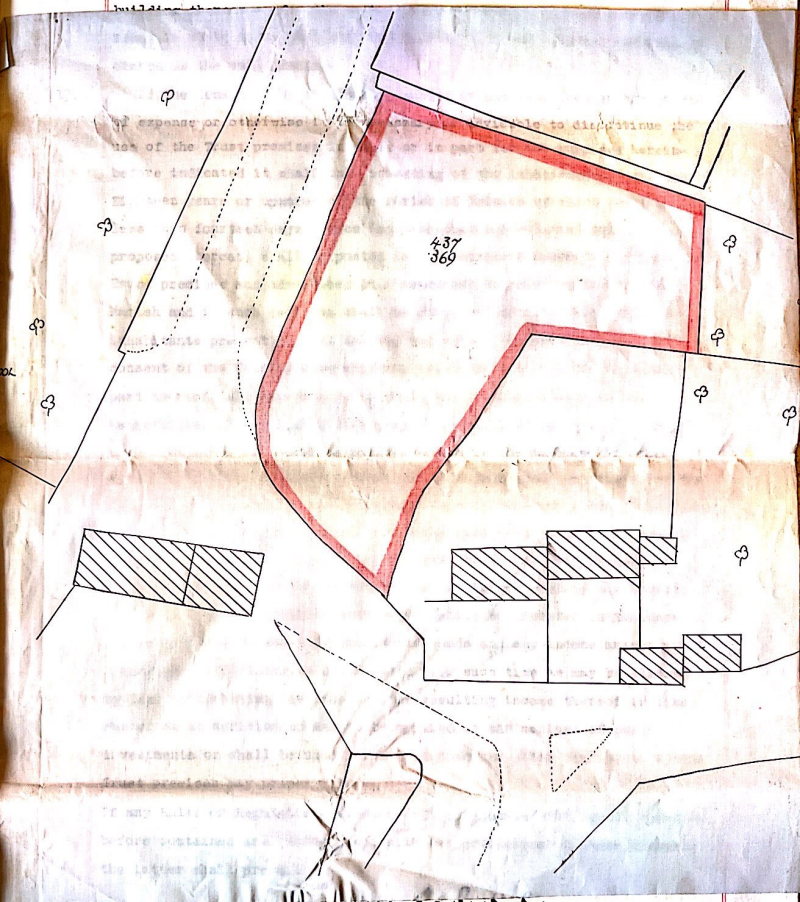
organisations mentioned opposite their respective names in the Second Column of that Schedule and shall together with the members elected at the first General Meeting as aforesaid by the first members of the Committee Until the first General Meeting has been held the persons named in the First column of the Second Schedule shall have power to act 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 Twenty-two 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 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 forty nine 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 Redwick for purpose of receiving the Report and Accounts of the Committee and for accepting the resignation of members of the Committee and for the purpose of electing members under clause 2 hereof and for taking such action as it may decide under Clause 7 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 and such Meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners
4. In the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent 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 an additional member 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 2 hereof may be increased but no such Resolution shall be effective until it has been approved by an Order of 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 an approved member of the Committee shall be filled by the organisation 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
7. 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
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 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
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 Commercial Street the Lloyds Bank at Newport or at such other Bank as shall from time to time be substituted therefor by the Committee any such substitution to be endorsed upon this Trust Deed together with a copy of the Resolution relating thereto
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 Charity Commissioners 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



Second Schedule

ORGANISATIONS REPRESENTED

Organisation

Represented by

Church

Reverend J.E. Clayton Evans

Baptist Chapel

Mr. W. H. Parker

Parish Council

Mr. George Bennett

12. 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 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 premises

13. 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 purposes hereinbefore indicated it shall call a Meeting of the inhabitants of the age of Eighteen years or upwards of the Parish of Redwick 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 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 Parish of Redwick as may be approved by the Charity Commissioners and meanwhile such moneys 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 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 premises may properly be applied

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

Second Schedule

Organisation

Church

Baptist Chapel

Parish Council

ORGANISATIONS REPRESENTED

Represented by

Reverend J.E. Clayton Evans

Mr. W. H. Parker

Mr. George Bennett

Organisations (continued)

School Managers

Womens' Institute

Sport

Young Farmers' Club

Youth Club

Represented by

Mr. E. E. Waters

Mrs. Cowles

Mr. W. H. Rees

Mr. Herbert James

Mrs. Ayliffe

SIGNED SEALED AND DELIVERED by the said
WILLIAM REGINALD PROSSER in the presence
of :-

W R Prosser

W G Marshall
Black & Morris Solicitors
Newport Mon.