

This Conveyance

is made the twenty first day of July One thousand nine hundred and sixty seven B E T W E E N

WILLIAM HENRY BURTON of 29 Main Street Linton in the County of Derby - - - Retired Liner (hereinafter called "the Donor") of the one part and WILLIAM ARTHUR REDFERN of 131 Main Street ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Linton in the said County of Derby ~~XXXXXXXXXXXX~~ JOHN WILFRED PILES of ~~74 Ramseliff Avenue Donisthorpe~~ in the County of Leicester FRANK WILLIAM BENNETT of 210 Linton Heath Linton - - - aforesaid and NORMAN JAMES MARSH of 13 Main Street Linton aforesaid - - - (hereinafter called "the Trustees") of the other part

WHEREAS the Donor is seised in fee simple in possession free from - - - incumbrances of the hereditaments hereinafter described and has agreed to convey the same to the Trustees AND WHEREAS the Trustees have requested - the Donor to convey the said hereditaments in manner and upon the trusts - hereinafter appearing

N O W THIS DEED W I T N E S S E T H that in consideration of the - - - premises the Donor as Beneficial Owner hereby conveys unto the Trustees - ALL THAT piece or parcel of land situate near to Main Street Linton in the County of Derby and having a frontage to a new road known or to be known as Winchester Drive Linton aforesaid and containing by estimation an area of one half of an acre or thereabouts which piece or parcel of land is with the dimensions and abuttals thereof more particularly delineated and - - - described in the plan sewn hereto and thereon coloured 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

THE Donor hereby acknowledges the right of the Trustees to production of the deeds and documents specified in the Fourth Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody - - 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 Four thousand five hundred pounds

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

THE FIRST SCHEDULE

Clause 1: VILLAGE HALL
(1) The property hereby conveyed (hereinafter called "the Trust Property") shall be held upon trust for the purposes of a Village Hall for the use - of the inhabitants of Linton and the neighbourhood (hereinafter called - -

"the area of benefit") without distinction of sex or of political - - -
religious or other opinions and in particular for use for lectures - - -
lectures and classes and for other forms of recreation and leisure - - -
occupation with the object of improving the conditions of life for the -
said inhabitants -

(2) The Charity hereby created (hereinafter called "the Foundation") -
shall except as in this Deed provided be administered in conformity with
provisions of this Deed under the title of the Linton Village Hall by the
Committee of Management hereinafter constituted who shall be the - - -
administering trustees thereof -

(3) Until the end of the first Annual General Meeting to be held after -
the execution of this Deed the Foundation shall be administered by the -
persons specified in the Third Schedule -

Clause 2: VESTING IN THE OFFICIAL CUSTODIAN FOR CHARITIES

The Committee and all persons holding any property on behalf of the
Foundation shall unless the Secretary of State for Education and Science
(hereinafter called "the Secretary of State") in writing otherwise directs
take such steps as may be necessary for the purpose of vesting in the - -
Official Custodian for Charities Lands all freehold and leasehold lands -
and hereditaments at any time belonging to the Foundation -

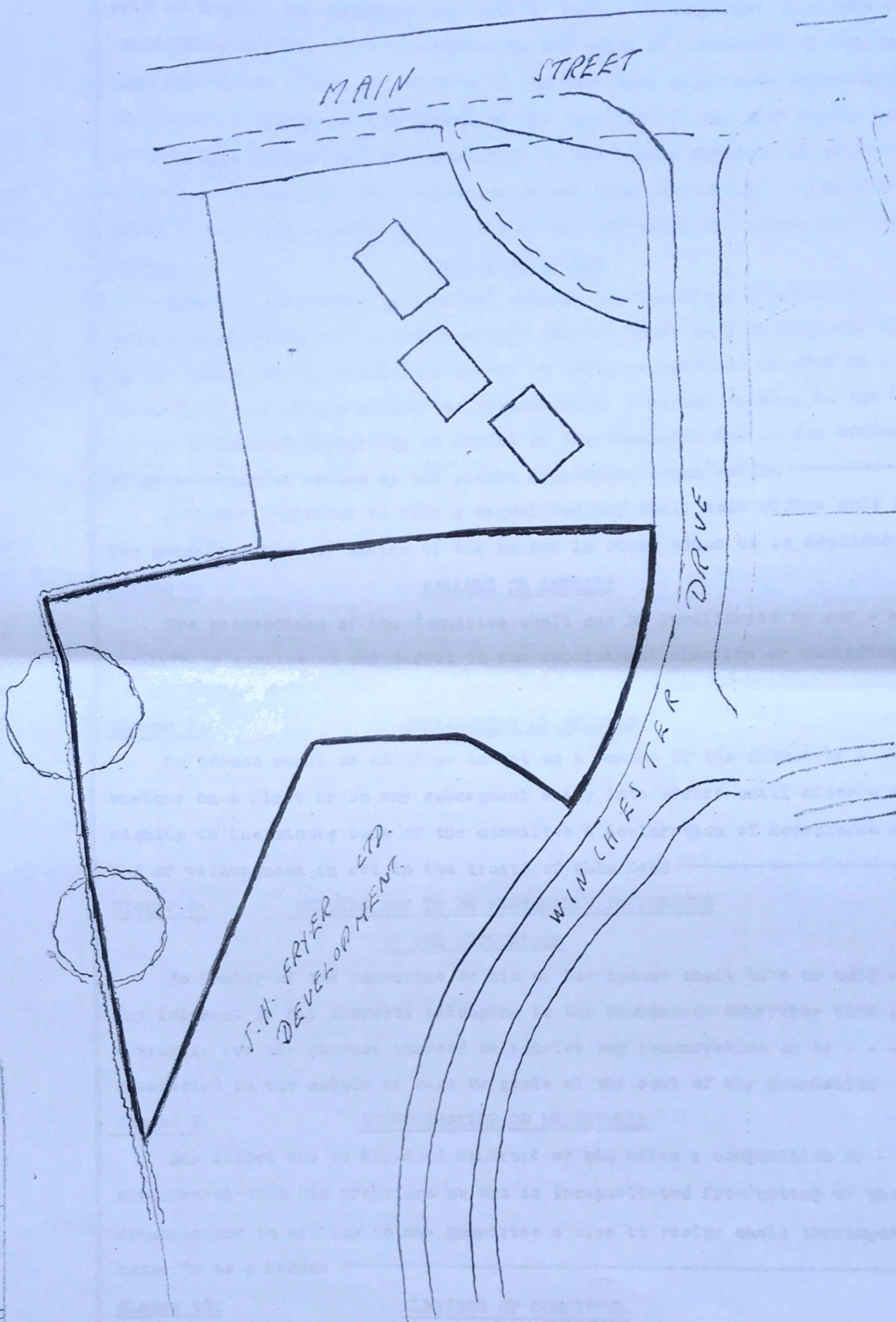
Clause 3: COMMITTEE OF MANAGEMENT

(1) The Committee of Management (hereinafter called "the Committee") - -
shall consist of Elected and Representative Members and may include - - -
Co-opted Members -

(2) Six Elected Members of the Committee (other than those appointed - -
under Clause 5 to fill casual vacancies) shall be elected at the Annual -
General Meeting to be held as in this Deed provided for a term of office
commencing at the end of the Annual General Meeting at which they are - -
elected and expiring at the end of the Annual General Meeting in the - - -
following year -

(3) Ten Representative Members of the Committee shall be appointed by -
such appointing organisations as are set out in the Second Schedule and -
their names shall be notified by each appointing organisation to the - - -
Secretary of the Committee. They shall except in the case of such members
appointed to fill casual vacancies be appointed before the Annual General
Meeting in any year for a term of office commencing at the end of the - - -
Annual General Meeting next after their appointment and expiring at the -
end of the Annual General Meeting in the following year -

(4) The Committee shall have power to co-opt not more than three members
to hold office until the end of the Annual General Meeting following - -
their co-option -



General

Numbers

(5) Any competent member of the Committee may be re-appointed or re-elected

Clause 4:

ADDITIONAL MEMBERS

In the event of any application for representation on the Committee -
being received from any existing or newly-formed organisation operating in the
area of benefit the Committee may upon a resolution supported at a duly -
constituted meeting of the Committee by the votes of a majority of not less
than two-thirds of all the members of the Committee allow such organisation
to appoint a Representative Member of the Committee in the same manner as
if such organisation had been specified in the Second Schedule to this - -
Deed Provided that no such resolution of the Committee shall be effective
until it has been approved in writing by the Secretary of State

Clause 5:

CASUAL VACANCIES

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 if
in the office of Representative Member it shall be notified as soon as - -
possible to the proper appointing organisation A casual vacancy in the - -
office of Elected Member may be filled by the Committee and in the office
of Representative Member by the proper appointing organisation

A Member appointed to fill a casual vacancy shall hold office only for
the unexpired term of office of the Member in whose place he is appointed

Clause 6:

FAILURE TO APPOINT

The proceedings of the Committee shall not be invalidated by any - - -
failure to appoint or any defect in the appointment election or qualification
of any Member

Clause 7:

DECLARATION OF MEMBERS

No person shall be entitled to act as a Member of the Committee - - -
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 Deed

Clause 8:

MEMBERS NOT TO BE PERSONALLY INTERESTED

IN THE FOUNDATION

No Member of the Committee or his or her spouse shall take or hold -
any interest in any property belonging to the Foundation otherwise than as
a trustee for the purpose thereof or receive any remuneration or be - - -
interested in the supply of work or goods at the cost of the Foundation

Clause 9:

DETERMINATION OF MEMBERSHIP

Any Member who is adjudged bankrupt or who makes a composition or - -
arrangement with his 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

Clause 10:

MEETINGS OF COMMITTEE

The Committee shall hold at least two ordinary meetings in each year

and may hold such the ordinary meetings or may be required special - -
meeting may be summoned at any time by the Chairman or any two Members -
upon seven clear days notice being given to all the other Members of the
matters to be discussed

Clause 11:

CHAIRMAN AND VICE-CHAIRMAN

The Committee at their first meeting in each year after the Annual -
General Meeting shall elect one of their number to be Chairman of their -
meetings and may elect one of their number to be Vice-Chairman The - - -
Chairman and Vice-Chairman shall continue in office until their successor
are respectively elected

If the Chairman is absent from any meeting the Vice-Chairman (if any
shall preside otherwise the Members present shall before any other - - - -
business is transacted choose one of their number to preside at that - - -
meeting

Clause 12:

VOTING

Every matter shall (except as in this Deed provided) be determined by
the majority of the Members present and voting on the question In the - -
case of equality of votes the Chairman of the meeting shall have a second
or casting vote

Clause 13:

ANNUAL GENERAL MEETING

(1) There shall be an Annual General Meeting in connection with the - - -
Foundation which shall be held in the month of April each year or as soon
as practicable thereafter

(2) All inhabitants of the area of benefit of eighteen years of age and
upwards shall be entitled to attend and vote at the Annual General Meeting

(3) The first Annual General Meeting after the date of this Deed shall be
convened by the persons specified in the Third Schedule and subsequent -
Annual General Meetings by the Committee Public notice of every Annual -
General Meeting shall be given in the area of benefit at least seven days
before the date thereof by affixing a notice to some conspicuous part of the
Trust Property or other conspicuous place in the area of benefit and by -
such other means as the Committee shall think fit

(4) The persons who are present at the First Annual General Meeting after
the date of this Deed shall before any other business is transacted appoint
a chairman of the meeting The Chairman of subsequent Annual General - - -
Meetings shall be the chairman for the time being of the Committee In his
absence the Vice-Chairman (if any) shall take the chair but if neither is
present the persons present shall before any other business is transacted
appoint a Chairman of the Meeting

(5) The Committee shall present to each Annual General Meeting the report
and accounts of the Foundation for the preceding year

Clause 14:

APPLICATION OF INCOME

After payment of any expenses of administration the net income of the

Foundation shall be applied by the Committee in one or other or both of the following ways:

(a) In the maintenance upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purposes specified in this Deed

(b) In otherwise furthering the purposes specified in this Deed

Clause 15:

REPAIRS AND INSURANCE

The Committee shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the - - - Foundation not required to be kept in repair and insured by the lessees or tenants thereof

Clause 16:

SURPLUS CASH

Any sum of cash at any time belonging to the Foundation and not - - - needed as a balance for working purposes shall (unless otherwise directed by the Secretary of State) be treated as capital and invested

Clause 17:

FURTHER ENDOWMENTS

The Committee may receive any additional donations or endowments for the general purposes of the Foundation

Clause 18:

MINUTES AND ACCOUNTS

The Committee shall provide and keep a minute book and books of - - - account All proper accounts in relation to the Foundation shall in each - year be prepared and made out and copies sent to the Parish Council of any parish within the area of benefit or to the Chairman of the Parish Meeting or any such parish where there is no Parish Council and on demand to the - Secretary of State

Clause 19:

USE BY OTHER BODIES OR PERSONS

(1) Subject and without prejudice to any use by the Committee for the - - purposes specified in this Deed the Trust Property may be used in accord- - ance with any rules made by the Committee under Clause 22 for the said - - purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expenses of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed

(2) The Committee may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to interfere with its use for the said purposes

Clause 20:

MORTGAGES AND CHARGES

The Committee may with the consent of the Secretary of State from time to time by mortgage or otherwise obtain such advances 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 to
repay in whole or in part and from time to time any existing mortgage or
charge on the Trust Property

Clause 21:

LIQUIDATION

If the Committee 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 stated in Clause 1 it
shall call a Meeting of the inhabitants of the age of Eighteen years or -
upwards of the area of benefit 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 area of benefit
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 Secretary of State 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 - - - -
aforesaid 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 circumstances will permit or towards such other charitable - -
purposes or objects for the benefit of the inhabitants of the area of - -
benefit as may be approved by the Secretary of State and meanwhile such -
moneys shall be invested in the name of the Official Custodian for - - - -
Charities 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

Clause 22:

RULES AND REGULATIONS

Within the limits prescribed by this Deed the Committee from time to
time may make and alter rules and regulations for the conduct of their -
business and for the summoning and conduct of their meetings the deposit
of money at a proper bank the custody of documents and in particular with
reference to:-

- (a) The terms and conditions upon which the Trust Property may be
used in accordance with the provisions of this Deed and the sum
(if any) to be paid for such use _____
- (b) The appointment as Secretary (to hold office at their pleasure
of one of themselves without remuneration or some other fit
person at such remuneration as the Committee may determine _____
- (c) The appointment of an Auditor Treasurer and such other unpaid -

Mr. F. Hurdley

Mr. C. Dolman

Mrs. W. Redfern

WILMOT

THE FOURTH SCHEDULE

Date

Nature of Document

Parties

20th December 1849

MORTGAGE (with receipt endorsed dated 31st July 1964)

William Orpe (1)
Edward Shelley (2)
William Burton &
John Burton (3)
William Burton (4)
John Burton (5)
Samuel Coates Morris
James Ball & Isabell
Ball his wife (7)
Joseph Bennett &
Hankin Bennett (8)

2nd October 1874

TRANSFER OF MORTGAGE

John Richardson &
William Small (1) William
Burton (2) John Burton (3)
and Charles Stanley (4)

24th March 1899

TRANSFER OF MORTGAGE

Arthur Abel Clarkson (1)
John Burton (2) Marian
Cheatle William Nevill
Cheatle & Edward Argyle (3)

2nd March 1922

TRANSFER OF MORTGAGE

The said Edward
Argyle (1) Clara Marian
Matthews & Kate Marian
Stokes (2)

1st July 1922

TRANSFER OF MORTGAGE

The said Clara Marian
Matthews & Kate Marian
Stokes (1) The said
Elizabeth Burton John
Hartshorn & the said
Francis Harry Argyle (2)
Mary Maria Lunn (3)

26th November 1928

VESTING ASSENT

Francis Harry Argyle
& Herbert Edward Mellor
(1) Samuel John Burton (2)

26th September 1931

DEED OF DECLARATION

The said Francis
Harry Argyle (1) Arthur
William Mundy (2) The
said Francis Harry Argyle
& Arthur William Mundy (3)

12th February 1949

DEED of DECLARATION

The said Arthur
William Mundy (1) David
Murdoch Argyle & Selwyn
Harold Bate (2) The said
Arthur William Mundy
David Murdoch Argyle &
Selwyn Harold Bate (3)

24th December 1964

ASSENT

Arthur William Mundy
David Murdoch Argyle and
Selwyn Harold Bate (1)
William Henry Burton (2)

SIGNED SEALED and DELIVERED

by the said WILLIAM HENRY...

BURTON in the presence of...

name James Joseph Harrison

27 Main St Linton

Burton on Trent

Miner

W William Henry Burton

25 Main Street

Linton

Burton on Trent



to sign

SIGNED SEALED AND DELIVERED by the said
WILFRED ARTHUR REDFERN in the presence of:--

Wilfred Arthur Redfern
Wallis George
Pond
133 Main St.
Linton Grocer

Witness

SIGNED SEALED AND DELIVERED by the said
JOHN WILFRED PIPES in the presence of:--

John Pipes
12 Talbot Place
Sarah Barnes Cliffe
Near House
Linton
off license

Witness

SIGNED SEALED AND DELIVERED by the said
FRANK WILLIAM BENNETT in the presence of:--

Frank William Bennett
Frank Muddley
The Laurels
Main St. Linton Bro T.
Building Contractor

Witness

SIGNED SEALED AND DELIVERED by the said
NORMAN JAMES MARSH in the presence of:--

Norman James Marsh
Stanley Champion
2 Park Close
Linton
Burton - on - Trent
Pipe worker

Witness

DATED 21st July

1967

W. H. BURTON ESC.

- to -

THE TRUSTEES of the
LINTON VILLAGE HALL

CONVEYANCE

- of -

land near Main Street
Linton in the County
of Derby.

A. H. & H. J. JAMES
SOLICITORS
SWADLINCOTE.

Update of charity trustee's 17th June 2008

I, Mr T. Horspool, former trustee state to
the new trustee's named below.

Signed

T. Horspool

MR. T. HORSPOL
77, THE CREST
LINTON
SHROPSHIRE

New Trustees

① Name ELEANOR WAINWRIGHT
Address

② Name DIANE CATHERINE BURTON
Address

③ Name GLEN PICKEREL
Address
E. Wainwright

~~④ Name DIANE CAUSTON~~
Address 4 LINTON HEATH
LINTON
SHROPSHIRE
S. DERBYSHIRE
DEIR EPE

9/1/08

Mrs. C Orme
110 New Road
Newhall
Swadlincote
Derbyshire
DELL 0TH

2nd Floor
20 Kings Parade
Queens Dock
Liverpool L3 4DQ

Direct Line: 0151 703 1630
Fax: 0151 703 1560
General Enquiries: 0870 3330123 (Voice)
0870 3330125 (Minicom)

Website: www.charitycommission.gov.uk

Email:

Your Ref:

Our Ref: LD-520470/477359/RED

Date: 09 May 2005

Linton Village Hall

Further to my email of today's date, please find enclosed a copy of the conveyance that governs the above charity.

Ms Louise Dwyer



Sealed 26th September 1977.



N1013
77.

County - Derbyshire.
Place - Linton.
Charity - Linton Village Hall.

L4.
520,470/1.

Stamp 50p

Order for vesting in Official
Custodian for Charities.

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

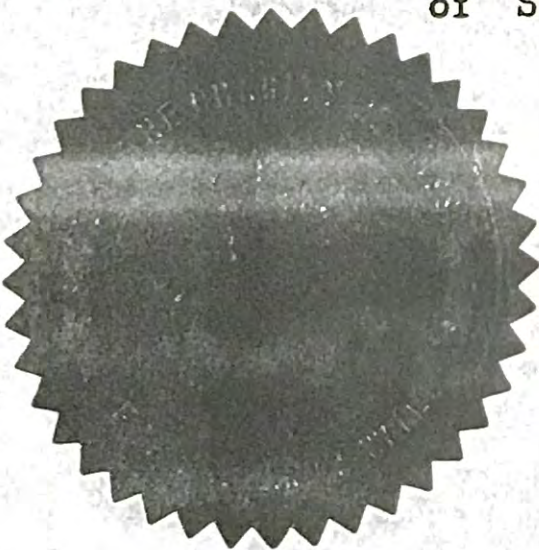
In the matter of the Charity called the Linton Village Hall,
at Linton, in the County of Derbyshire, regulated by
a conveyance dated the 21st July 1967; and
In the matter of the Charities Act, 1960.

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES HEREBY ORDER that
the land specified in the schedule hereto shall vest forthwith in the
Official Custodian for Charities for all the estate and interest therein
belonging to or held in trust for the Charity.

S C H E D U L E .

Land containing 0.5 acres or thereabouts situate at Linton in the
County of Derbyshire having a frontage to Winchester Drive being the land
comprised in the above-mentioned conveyance dated the 21st July 1967 and
made between William Henry Burton of the one part and Wilfred Arthur
Redfern and three others of the other part with the buildings thereon
known as Linton Village Hall.

Sealed by Order of the Commissioners this 26th day
of September 1977.



ASSISTANT COMMISSIONER

N1175-24-10-74