

DATED

21ST JUNE

1949

MAJOR FRANK R. WRAY O.B.E.

- to -

OLIVER DAYRELL PAGET PAGET-COOKE  
MRS. KATHLEEN MAY BENNETT &  
GEORGE SMITH, ESQ.

C O P Y

C O N V E Y A N C E

- of -

Freehold Land at  
GREAT BEDWYN, WILTS.

Russell-Cooke & Co.,  
11, Old Square,  
Lincoln's Inn,  
London W.C.2

THIS CONVEYANCE is made the 21st day of  
 June 1949 BETWEEN

FRANK ROB WRAY O.B.E. of 14 Coleherne Mansions Old Brompton Road London a Major in His Majesty's Army (hereinafter called the Vendor) of the one part and OLIVER DAYRELL PAGET PAGET-COOKE M.V.O. of 11 Old Square Lincoln's Inn London W.C.2. Solicitor KATHLEEN MAY BENNETT the wife of Alfred Victor Bennett of 11 Church Street Great Bedwyn in the County of Wilts and GEORGE SMITH of The Old House Great Bedwyn aforesaid expert in rare books (hereinafter called the Trustees) of the other part

WHEREAS the Vendor is seised in fee simple in possession free from encumbrances of the hereditaments with the buildings thereon hereinafter described and has agreed to sell the same to the Trustees

AND WHEREAS the Trustees have requested the Vendor to convey the said hereditaments and buildings in manner and upon the trusts hereinafter appearing

NOW this Conveyance WITNESSETH that in pursuance of the said agreement and in consideration of £450 paid by the Trustees to the Vendor which sum the Vendor hereby acknowledges to have received the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate on the East Side of a Lane or track known as Frog Lane Great Bedwyn in the said County of Wilts and containing by admeasurement two acres one rood and two poles or thereabouts with the buildings thereon situate at Great Bedwyn in the said County of Wilts which said piece or parcel of land with the buildings thereon is with the dimensions and abuttals thereof more particularly delineated and described on the plan annexed hereto and thereon coloured pink and subject to the reservation contained in the Conveyance dated 29 Sept 1926 and made between John Thomas Lloyd of the one part and Frank Rob Wray and Kathleen Noelle Wray of the other part

WHEREBY the said John Thomas Lloyd reserved unto himself in fee simple for the benefit of the neighbouring piece of land coloured blue on the said Conveyance a right of way for foot passengers only at all times and for all purposes over and along a strip of land four feet in width adjoining Frog Lane and hatched black on the said plan PROVIDED ALWAYS that if at any time the purchasers or their successors in title should desire to use for building purposes the Frog Lane frontage of the property conveyed or any part thereof and of such their desire should give to the said John Thomas Lloyd or his successors in title one calendar months notice in writing then at the expiration of such month the right of way therein before reserved should wholly cease and determine

TO HOLD the same unto the Trustees in fee simple for the purposes of a Public Playing Field and Village Hall for the use of Clubs Societies or Organisations having Athletic Social or Educational objects or other purposes defined by Section 4 of The Physical Training & Recreation Act 1937 and Section 20 of the Open Spaces Act 1906 upon the trusts and subject to the powers and provisions set out in the Schedule hereto

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £500

I N W I T N E S S whereof the Vendor and the Trustees have hereunto set their hands and seals the day and year first above written

THE SCHEDULE above referred to

1. 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
2. The property conveyed by this Conveyance (herein called "the Trust premises") shall be held upon Trust for the purposes of playing fields and of physical and mental training and recreation and social moral and intellectual developments 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 Great Bedwyn in the said 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 the Committee of Management of the Bedwyn Memorial Hall Fund (hereinafter called "the Committee") consisting of not more than 26 members in the first instance and 17 members thereafter exclusive of members co-opted under the power hereinafter contained of whom 8 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 2nd column of the 2nd Schedule shall each have the right to appoint 2 members to the Committee in the first instance who shall serve for a minimum period of 1 year and 1 member on the occasion of each annual appointment of members thereafter The persons whose names appear in the 1st column of the 2nd Schedule hereto have been appointed by the organisation mentioned opposite their respective names in the 2nd column

of the 2nd Schedule and shall together with the members elected at the 1st general meeting as aforesaid be the first members of the Committee  
Until the 1st general meeting has been held the persons named in the 1st column of the 2nd 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 2 members to represent interests in the Parish not represented by any organisation but the members whose names appear as co-opted members in the 1st column of the 2nd Schedule shall be members of the Committee until the 1st general meeting

4. There shall be held within three months or in the following month of May whichever is the shorter period the first General Meeting and subsequent thereto the annual general meeting shall be held in May of each succeeding year to be convened by the Committee in each case 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 18 years or upwards of either sex of the Parish of Great Bedwyn 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 8 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 May the annual general meeting for that year shall be held as soon as practicable after the month of May and such meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners

5. All the 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 appointed member of the Committee shall be filled by the organisation by which such member should 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. 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 2nd column of the 2nd Schedule hereto and for this purpose the total number of members 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 for England and Wales

7. The Committee in exercise of the powers vested in them by Section 15 (3) of the Open Spaces Act 1906 make the byelaws governing the public playing fields

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 conduct and recording in a Minute Book of its meetings and in particular reference to:- (a) The terms and conditions upon which the Trust Premises may be used for games re creation entertainments meetings social gatherings and other purposes and the sums (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 one third of the total number of members of the Committee

11. The Committee shall have power

(i) To appoint sub-committees which may include persons other than members of the Committee

(ii) To make rules for the transaction of their business and

(iii) To delegate any of its functions to such sub-committees A sub-committee may co-opt not more than one sixth of its members from persons representing interests in the said parish not otherwise represented

12. 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 National Provincial Bank at Newbury Berks called "Bedwyn Memorial Hall Fund Account" 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

13. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in rebuilding repairing and insuring the Trust Premises playing fields or the furniture and effects therein and in paying all rents (if any) rates taxes salaries of paid officers and servants and other outgoings and in providing furniture games and other means of recreation and otherwise for the upkeep and improvement of the Trust Premises

14. 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

15. 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 18 years or upwards of the Parish of Great Bedwyn of which meeting not less than 14 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 :-

- (1) Discontinue and put an end to the entire scheme or
- (2) The Premises may be let or sold with the consent of the Charity Commissioners and all monies arising from such lettings 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 object for the benefit of the inhabitants of the Parish of Great Bedwyn as may be approved by the Charity Commissioners and meanwhile such monies shall be invested in the names 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  
 16. 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 FIRST SCHEDULE

ALL THAT piece or parcel of land situate at Great Bedwyn in the County of Wilts containing approximately 2 acres and 1 rood 2 poles for the purpose of identification delineated on the plan attached hereto and thereon coloured pink with the buildings thereon

THE SECOND SCHEDULE

<u>Names of Representatives</u>	<u>Organisations</u>
Dr. Jackson Powell C.I.E. John T.Lloyd	The Parish Council
Mrs.E.B.Gauntlett Mrs.L.Davis	
H.Hilton Mrs.W.Hawkins	The Committee of the Women's Institute
Rev.C.G.Phillips Miss C.Dowding	The Committee of the Social Association
F.Francis F.J.Wilkins	The Parochial Church Council
J.E.A.Davis R.Hitchman	The Committee of the Cricket and Football Club
Mrs.Gage Stanley Lee	The Committee of the British Legion
Miss C.M.Powell Mrs.Block	The Trustees of the Methodist Chapel
Edwin Haines	The Committee of the Table Tennis Club
	The Committee of the Young Peoples Entertainment Committee

Co-opted Members

George Smith	Mrs.Bowerman
A.V.Bennett	C.H.Gauler
Mrs.K.M.Bennett	Mrs.J.T.Lloyd
A.Robins	O.D.P.Paget-Cooke M.V.O.

SIGNED SEALED AND DELIVERED by the said  
 OLIVER DAYRELL PAGET PAGET-COOKE in the  
 presence of :-

PAMELA SELBY SMITH  
 123c Old Brompton Road  
 London S.W.7  
 S.R.Nurse

SIGNED SEALED AND DELIVERED by the said  
 KATHLEEN MAY BENNETT in the presence  
 of :-

H.HILTON  
 9 Church Street  
 Great Bedwyn  
 Marlborough Wilts  
 Artist

SIGNED SEALED AND DELIVERED by the said }  
GEORGE SMITH in the presence of :- }  
W.J.POWELL Col.  
Great Bedwyn  
Marlborough Wilts

L.S.

SIGNED SEALED AND DELIVERED by the said }  
FRANK ROB WRAY in the presence of :- }

L.S.

W.A.PORTER Managing Clerk to  
Messrs.Russell-Cooke & Co. (Solrs)  
11 Old Square  
Lincoln's Inn  
London W.C.2

CERTIFIED TRUE COPY



E.W.Spong

Secretary, Great Bedwyn Memorial Village Hall  
Management Committee

30th October 1987





BUNGALOW

FROG LANE

FOOTPATH

A 2  
R 1  
P 2

TO BROOK ST →

FROGMORE

