

WATERLOW & SONS LIMITED,
LONDON WALL,
LONDON.

Settle 83

This Conveyance

is made the *Nineteenth*
day of *November* One



thousand nine hundred and sixty two BETWEEN MARGARET GREENBANK widow
JOHN EDWARD GREENBANK farmer and ARTHUR WILSON GREENBANK farmer all
of Rowe Farm Horton-in-Ribblesdale in the West Riding of the County
of York trading together as farmers in partnership under the firm
name of "Mrs. Greenbank & Son" (hereinafter called "the Vendors")
of the one part and LEONARD MARSDEN of Horton-in-Ribblesdale aforesaid
leather merchant ERNEST SARGINSON of Beecroft Horton-in-Ribblesdale
aforesaid gentleman JOHN EDWARD WILSON of Studfold Horton-in-Ribblesdale
aforesaid farmer and FRANCIS ROBINSON of South House Horton-in-Ribblesdale
aforesaid farmer (hereinafter called "the Purchasers") of the other
part

WHEREAS:-

1. The Vendors are together absolutely entitled in law and in equity to the property hereinafter described upon trust to sell the same and to hold the net proceeds of sale as part of the assets of the said partnership
2. The Vendors in exercise of the said trust for sale have agreed with the Purchasers for the sale to them of the said property for an estate in fee simple subject only as hereinafter appearing at the price of One thousand pounds
3. The Purchasers have requested the Vendors 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 One thousand pounds now paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors AS TRUSTEES hereby convey unto the Purchasers ALL THAT piece or parcel of land formerly part of Rowe Farm containing in the whole six acres and decimal six hundred and fifty parts of an acre or thereabouts situate in the Parish of Horton-in-Ribblesdale in the West Riding of the County of York ALL which property is numbered 253 on the Ordnance Survey Map (1909 Edition) and is by way of identification only and not of warranty delineated on the map or plan annexed hereto and thereon edged red TO HOLD the same unto the Purchasers in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto SUBJECT TO

DATED 19th November 1962

Mrs. Greenbank and others

-to-

Messrs. Marsden, Sarginson, Wilson & Robinson

C O N V E Y A N C E

upon trust for recreational purposes of freehold property situate at Horton-in-Ribblesdale in the West Riding of the County of York.

Slipson

CHARLESWORTH & CO.,

RECEIVED
144-619/56

19 MAR 1963

SETTLE.

CHEATLEY COMMISSION



(a) A reservation of the right of fishing in the River Ribble co-extensive with the property hereby conveyed and the other rights as contained in a Conveyance dated the twentieth day of July One thousand nine hundred and forty six made between Isabella Ellen Hammond of the one part and The Manchester Anglers Association (Holdings) Limited of the other part

(b) The rights as now existing (if any) for the owner or occupier of the property known as Rowe House to discharge effluent into the property hereby conveyed

(c) The right of the Craven Water Board or its successors in title to maintain a water pipe through the westerly portion of the property hereby conveyed with full right and liberty at all reasonable times to enter upon the property hereby conveyed for the purpose of inspecting maintaining and renewing such water pipe

2. The Vendors hereby acknowledge the right of the Purchasers to production of the deeds and documents specified in the Third Schedule hereto and to delivery of copies thereof

3. 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 three thousand five hundred pounds
IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first before written:-

THE FIRST SCHEDULE before referred to

1. The Purchasers shall apply as soon as possible to the Charity Commissioners through the Minister of Education for an order of the Charity Commissioners in England and Wales vesting the trust property hereby conveyed in the Official Custodian for Charities and upon such order being made the Purchasers shall cease to be the Trustees of the trust property 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 the Parish of Horton-in-Ribblesdale in the West Riding of the County of York in such manner 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") _____

(a) Six elected members of the Committee 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 _____

(b) Ten representative members of the Committee shall be appointed by such appointing organizations as are set out in the Second Schedule hereto and their names shall be notified by each appointing organization 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 _____

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

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

4. 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 successors 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 _____

5. 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") to be convened in the month of April One thousand nine hundred and sixty three by twenty one days notice to be affixed to some conspicuous part of the trust property or other conspicuous place or places in the said Parish of the inhabitants of the age of eighteen 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 Sixteen 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 April the Annual General Meeting for that year shall be held as soon as practicable after the month of April

6. The Committee shall have power by 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 any existing organization in the said Parish not mentioned in the Second Schedule hereto and any other organizations which may hereafter be formed in the said Parish having aims of a recreational character consistent with those upon which the trust property is held hereunder to appoint an additional member of the Committee in the same manner as if such organization had been mentioned in 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 resolution shall be effective until it has been approved in writing by the Minister of Education

7. A casual vacancy arising from the death or resignation or removal of an appointed member of the Committee shall be filled by the organ 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. All members shall retire annually at the Annual General Meeting

8. If any organization 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 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 they may consider necessary and the

for the trust property as they 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

All payments in respect of the use of the trust property

donations for the benefit thereof shall be paid into a trust account at Martins Bank Limited at Settlement or at such other bank or place as may be decided by the Committee any such

Deed

Account shall be

maintaining repairing and

the buildings, and effects thereof

and other outgoings

and means of recreation and otherwise

of the trust property

of its members

from time to time

on the security of the

for sale or may be required for sale

extending or improving the same or any part thereof or erecting any

on the said property

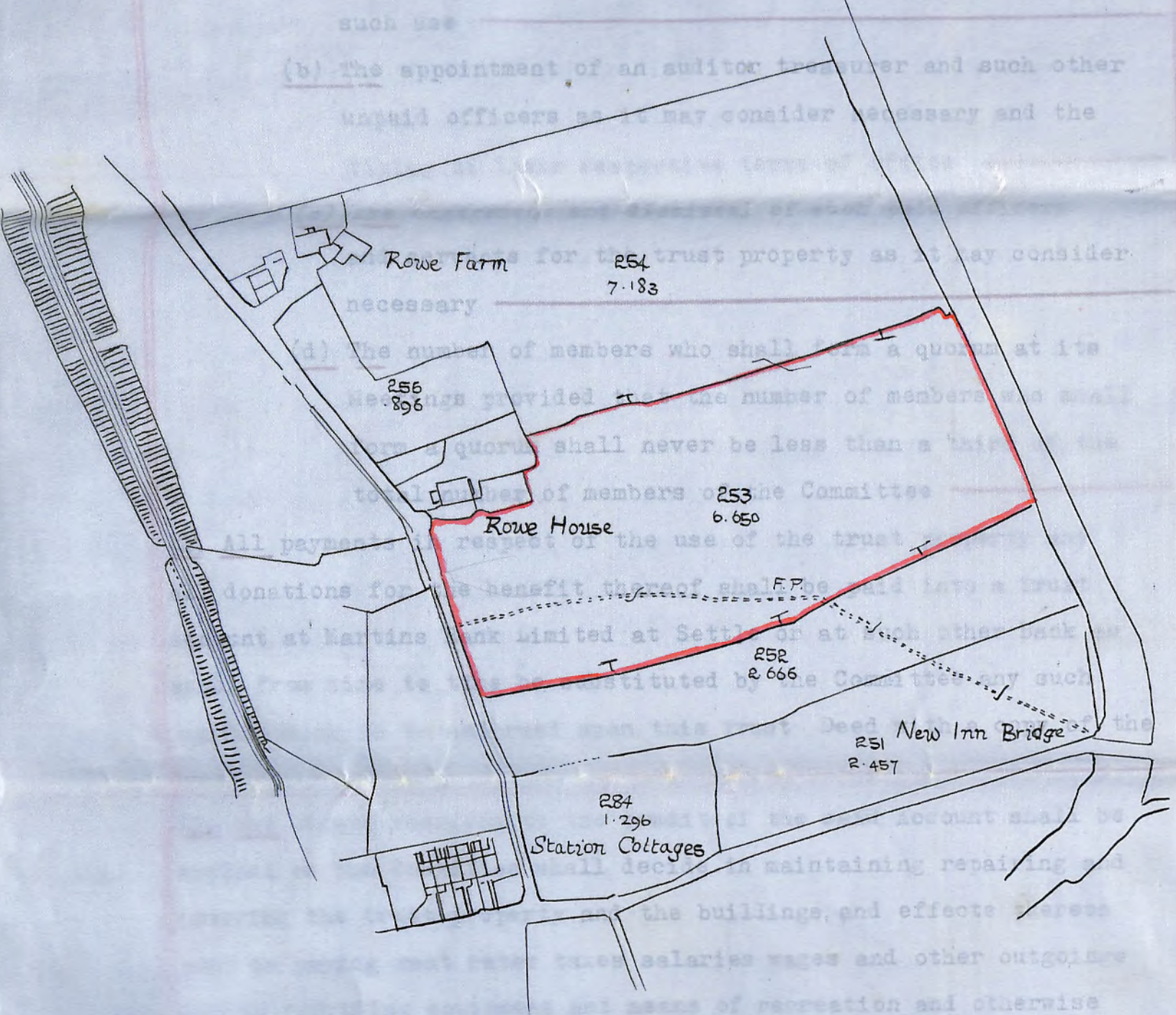
at any time that on the

otherwise it is necessary or advisable to do so

property in whole or in part for the purposes

it shall call a meeting of the inhabitants

years or years of the said Parish of which



SCALE 1/2500

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 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 property and all donations for the benefit thereof shall be paid into a Trust Account at Martins Bank Limited at Settle 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

12. 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 and the buildings and effects thereon and in paying rent rates taxes salaries wages and other outgoings and in providing equipment and means of recreation and otherwise for the maintenance and improvement of the trust property

13. 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 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 thereon and may continue or repay in whole or in part and from time to time any existing mortgage or charge on the said property

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 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 the said Parish of which

Meeting not less than twenty one 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 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 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 aforesaid be applied either in the purchase of other property approved by the Committee and to be held upon 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 said Parish as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities and any income arising there 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 investment or shall be used for any purpose for which the income of the trust property may properly be applied

15. If any rules made under the power in that behalf hereinbefore contained are inconsistent with the provisions of these presents the latter shall prevail

THE SECOND SCHEDULE before referred to

Organizations

Horton-in-Ribblesdale Parish Council
Horton-in-Ribblesdale Football Club
The Agricultural Show
Horton-in-Ribblesdale Junior School
Horton-in-Ribblesdale Tennis Club
Horton-in-Ribblesdale Parochial Church Council
Horton-in-Ribblesdale Methodist Chapel
Horton-in-Ribblesdale Young Farmers Club
Horton-in-Ribblesdale Women's Institute
Horton-in-Ribblesdale Gala Committee

THE THIRD SCHEDULE before referred to

25th October 1956

Conveyance

George Weatherhead Kay Butcher
William Mosley Perfect (1)

14th January 1957

Deed

Settle Limes Ltd. (2)
 The Vendors (3)
 The Vendors (1)
 George Weatherhead Kay
 Butcher
 William Mosley Perfect (2)

SIGNED SEALED AND DELIVERED by)
 the said Margaret Greenbank John)
 Edward Greenbank and Arthur Wilson)
 Greenbank in the presence of:- —)

G. H. Frankland.

M. Greenbank

J. E. Greenbank.

A. W. Greenbank.

L. Marsden.

SIGNED SEALED AND DELIVERED by)
 the said Leonard Marsden in the)
 presence of:- —)

L. Marsden.

SIGNED SEALED AND DELIVERED by)
 the said Ernest Sarginson in the)
 presence of:- —)

W. D. Huggan.

E. Sarginson

SIGNED SEALED AND DELIVERED by)
 the said John Edward Wilson in)
 the presence of:- —)

J. E. Wilson

J. E. Wilson

SIGNED SEALED AND DELIVERED by)
 the said Francis Robinson in the)
 presence of:- —)

G. H. Frankland.

Francis Robinson

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WEST RIDING OF YORKSHIRE
 REGISTRY OF DEEDS, WAKEFIELD
 Registered 27 NOVEMBER 1962
 at 9-15am. Volume 260
 Page 482 No. 368
 James Newson Registrar