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CARBON COPIES OF
THE ENCLOSURE.

DATED 10th April 1959

THE L.N.E.R. (GOSFORTH) GARDEN
VILLAGE

and

THE TRUSTEES OF THE GOSFORTH
GARDEN VILLAGE
ASSOCIATION

C O N V E Y A N C E

and

T R U S T D E E D

of pieces or parcels of ground and
buildings thereon or on some part
thereof situated in Rosewood Avenue
Gosforth Garden Village Gosforth in
the County of Northumberland.

vd Recorded in the books of the Ministry of
Education pursuant to the provisions of Section 2(1) of the
Education Act, 1925, as amended, and of an Order of the
Minister of Education (Transfer of Functions)
Order, 1949.

M.H.B. Gilmour,
The Railway Offices,
YORK.

YC/6102/BC

DC. 25.3.59.

12 AUG 1959

Adjudged Not Chargeable
with any Stamp Duty

THIS CONVEYANCE AND TRUST DEED is made
the Tenth day of April One thousand
nine hundred and fifty nine BETWEEN THE L.N.E.R. (GOSFORTH)
GARDEN VILLAGE LTD., whose Registered Office is situate at the
Railway Offices in the City and County of York (hereinafter called
"the Society") of the one part and WILLIAM CUTHBERTSON LAYTON of
60 Hollywood Avenue Gosforth in the County of Northumberland
WILLIAM PHILLIPSON of 33 Briarwood Avenue Gosforth aforesaid ALBERT
JOHN THIRLWELL of 1 Fernwood Avenue Gosforth aforesaid WILLIAM ROSE
of 17 Briarwood Avenue Gosforth aforesaid JAMES HEWITT of 44 Briarwood
Avenue Gosforth aforesaid and GEORGE SYDNEY PANKER of 13 Fernwood
Avenue aforesaid Retired Railway Officials (hereinafter called "the
Trustees" which expression shall include the Trustee or Trustees for
the time being hereof) of the other part

WHEREAS the Society is the owner in fee simple in possession
free from incumbrances of the pieces or parcels of ground and buildings
and other erections thereon or on some part thereof hereinafter
described and is desirous of conveying the same upon trust to
establish a Recreation Ground and Institute as hereinafter appears
NOW THIS DEED WITNESSETH as follows :-

1. The Society hereby conveys unto the Trustees FIRST ALL THAT piece
or parcel of ground situate on the North side of Rosewood Avenue
South Gosforth in the County of Northumberland and containing in the
whole an area of Three thousand Two Hundred and twenty eight square
yards or thereabouts and coloured red and dark red on the plan annexed
hereto together with the building conveniences and outbuildings thereto
belonging now erected on the said piece or parcel of ground or on some
part thereof which said building conveniences and outbuildings are
now used and are intended to be used hereafter as a recreation and
meeting room AND SECONDELY ALL THAT piece or parcel of ground
containing in the whole an area of One thousand eight hundred and
eleven square yards or thereabouts situate on the South side of
Rosewood Avenue aforesaid now laid out as tennis courts and coloured
blue on the said plan together with the building erected thereon or
on some part thereof and now used and intended to be used hereafter
as a pavilion

EXCEPT all and every seam and seams of coal under the said pieces
or parcels of land with powers in relation thereto as the same were
excepted and reserved in and by an Indenture dated the Thirty first day

of December One thousand eight hundred and fifty three and made between Charles Phelps and John Covordale of the first part Daniel James Lee of the second part Thomas Smith of the third part Robert Plummer and Charles Atticus Honck of the fourth part Charles John Brandling of the fifth part William Dunn of the sixth part and Charles Robert Waters Mather of the 7th part BUT TOGETHER WITH by way of grant and not of exception all such other mines and minerals under the said pieces or parcels of land and all such rights to the support of the surface thereof and to compensation for damage caused through the working of the mines and minerals thereunder as the Society now have or are entitled to grant TO HOLD the same unto the Trustees in fee simple UPON TRUST Nevertheless for the Charity hereby constituted and to be administered according to the rules and provisions hereinafter contained but SUBJECT to and with the benefit of a lease of part of the said piece or parcel of land coloured dark red dated the Thirty First day of December One thousand nine hundred and fifty two and made between the Society of the one part and the North Eastern Electricity Board of the other part

2. The Trustees shall hold the said pieces or parcels of land buildings conveniences and outbuildings hereby conveyed (hereinafter referred to as "the property") UPON TRUST to permit the same to be appropriated and used in perpetuity under the name of "The Gosforth Garden Village Association" (hereinafter referred to as "the Association") as a Recreation Ground and Institute with objects as hereinafter defined for the benefit of the inhabitants of the estate known as the Gosforth Garden Village situate at Gosforth in the County of Northumberland and delineated and edged green on the said plan and otherwise for the benefit of the said inhabitants and others as hereinafter appears

3. The Trustees may from time to time permit the buildings for the time being standing on the said pieces or parcels of land to be repaired altered enlarged or taken down and rebuilt if necessary so as to render the same better adapted for the purposes aforesaid and may permit the erection of buildings ^{necessary} or reasonably incidental to the use and enjoyment of the property for such purposes

4. The Trustees shall not be responsible for the maintenance or repair or insurance of the said pieces or parcels of land or for the buildings or equipment for the time being thereon or for the payment of any charges thereon

5. The objects hereinbefore referred to shall be the promotion

generally without distinction of sex or of political religious or other opinions of facilities for the recreation and leisure-time occupation of the said inhabitants with the object of improving the conditions of life of such inhabitants and in particular of facilities for the games of tennis and bowls and any other similar recreational activity for the benefit of the said inhabitants

6. Subject as hereinafter provided all inhabitants of the Gosforth Garden Village shall be eligible for full membership of the Association and associate membership shall be open to such other persons as the Committee hereinafter referred to may decide

7. Associate members of the Association shall be entitled to enjoy the facilities and amenities afforded by the Association but shall not be entitled to vote at general meetings and shall not be eligible for membership of the Committee

8.(a) Subject as in Clause 17 hereof specified the management and control of the property (including without in any way limiting the interpretation of the expression "management and control" the duty of insuring and keeping insured the property in the hands of the Trustees and all equipment for the time being thereon from loss or damage by fire storm and tempest in some Insurance Office to be approved by the Trustees in such sum as the Trustees shall think proper) shall be vested in a Committee of Management (in this deed referred to as "the Committee") the first members of which shall be elected at a public meeting of the said inhabitants and shall consist of a Chairman Vice-Chairman Secretary and Treasurer together with the two other persons so to be elected (which said Chairman Vice-Chairman Secretary Treasurer and two other persons are hereinafter referred to as "Elected Committee Members") and certain further members (hereinafter referred to as "Sectional Committee Members")

(b) The first Sectional Committee Members shall be elected at the said meeting for the purpose of representing upon the Committee each of the particular sections of the Association as follows :-

Tennis	Bowls
Gardening	Over 60's
Whist	Youth Club
Pavilion (Entertainments)	

(c) The Association may in General Meeting alter the sections to be represented upon the Committee but so that the number of Sectional Committee Members shall at no time exceed seven

9.(a) Two of the first Elected Committee Members (to be selected by lot) shall retire from office at the Annual General Meeting of the

Association next held after the expiration of twelve months from the date of election of the first Elected Committee Members and two more (to be also selected by lot) shall similarly retire on the day of the Annual general meeting next following the day of the Annual general meeting at which the said first two Elected Committee Members shall retire and in each year thereafter the two Elected Committee Members who shall have been longest in office shall retire on the day of the Annual General Meeting in that year

(b) Sectional Committee Members shall hold office until the next Annual General Meeting following their appointment and (other than first members appointed under Clause 8(b) hereof) shall be appointed at each Annual General Meeting by the respective Sectional Committees which they represent

10. Elected Committee Members to fill the place of those retired under the last preceding clause shall be elected at the Annual General Meeting on the day of which such retirement takes place by the full members of the Association and the retiring Elected Committee Members from time to time shall remain in office until their successors are appointed

11. Casual vacancies among the Elected Committee Members may at any time be filled up by the Committee from members eligible for elected membership of the Committee but so that any person elected to fill the casual vacancy shall hold office only while the Elected Committee Member in whose place he was elected would have held office

12.(a) Only a full member of the Association shall be eligible to hold office as an Elected Committee Member or a Sectional Committee Member

(b) Associate members shall be eligible for membership of any sectional Sub-Committee of the Association but shall not as a member of such sectional Sub-Committee be eligible for appointment as Sectional Committee Members

13. Candidates who shall have previously declared their willingness to serve for appointment as Elected Committee Members shall be proposed by at least two persons qualified to vote at the election aforesaid who shall give to the Committee or as the Committee shall direct notice in writing of their intention in that behalf 14 days at least before the Annual General Meeting at which such election is to take place and for seven days at least before such Annual General Meeting the names and addresses of the candidates and their proposers shall be posted upon the Members' Notice Board in the Pavilion upon the

property

14. The annual subscription for full members and associate members respectively shall be such as shall be fixed from time to time at any Annual General Meeting of the Association but in the case of full members shall not without the prior consent of the Trustees in writing exceed Five Shillings and notice of any proposal to alter the subscriptions of either class of members shall be kept posted upon the Members' Notice Board in the Pavilion for at least 14 days before the Annual General Meeting at which such proposal is to be put is held

15. The Association shall have the power in General Meeting of which not less than 21 days' notice posted on the Members' Notice Board in the Pavilion shall have been given of terminating the membership of any member whether full or associate whose conduct in or about the property shall be considered by the Association in such General Meeting to have been prejudicial to the amenities or good management of the Association or to have constituted a substantial interference with the comfort of the other members of the Association in or about the property PROVIDED ALWAYS that the resolution so terminating membership shall be passed by a majority of not less than three quarters of those present at the meeting at which such resolution is proposed

16. Subject to the provisions of this Deed the Association shall have the power from time to time in General Meeting to make rules for the proper management and control of the property (including any buildings hereafter to be erected thereon and any land hereafter acquired upon the trusts of this Deed) for the purposes aforesaid and in particular with reference to the terms and conditions upon which the facilities provided thereon may be used for the playing of organised games and the sum if any to be paid for such use

17. Subject always to the powers of leasing or letting the property possessed by the Trustees the Committee may at any time permit the use for any period not exceeding two days of all or any of the rooms in the property to any person or persons and upon any terms they may think proper for entertainments or meetings provided that the Committee shall not permit to be used any part of the property for the exclusive or dominant purposes of any particular Church denomination or sect or of any political party

18. All monies received by the Committee in respect of any such use of the rooms as aforesaid or otherwise under or for the purpose of this

Deed shall be applied in repairing and improving the property and keeping the same and the furniture and effects from time to time therein insured against fire and in paying all rates taxes and other outgoings from time to time being payable in respect thereof and in paying all expenses of carrying on the Association and in paying the wages of all officers and servants whom the Committee may think proper to employ for the purposes of this Committee or otherwise in executing the trusts and powers herein declared and contained

19. If at any time the property or any part or parts thereof shall become unsuitable or unnecessary for the purposes aforesaid or if the Association shall be wound up or cease to make any substantial use of the property (as to which cessation of substantial use the Trustees shall be the sole judges) the Trustees may with the consent of the Committee let or sell the property or such part or parts thereof as aforesaid and in the case of a sale or a lease for more than twenty one years of the property or such part or parts thereof as aforesaid with the consent of the Minister of Education and otherwise at such times and in such manner as the Trustees in their absolute discretion may think fit

20. The Trustees shall hold the proceeds of such sale or sales as aforesaid after payment thereof of the expenses incident thereto UPON TRUST to apply the same either in the purchase of other property approved by the Trustees and to be held upon the trusts 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 said inhabitants as may be approved by the Minister of Education and meanwhile such monies 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 investment or shall be used for any purpose for which the income of the property may properly be applied

21. Upon any sale by the Trustees under the power of sale aforesaid any purchasers or purchaser dealing bona fide with the Trustees shall not be concerned to see or enquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and requirement of trustees in this Deed contained have been properly and regularly observed and performed. Such

purchasers or purchaser shall not be concerned as to the application of the purchase money

22. Every meeting of the Trustees for the purpose of taking into consideration or deciding upon any matter or question concerning the said property or otherwise in connection with the trust hereby created shall be summoned by a notice in writing specifying the time place and purpose or purposes of such intended meeting and signed by two at least of the Trustees for the time being and a copy of such notice shall be either served or left for or sent by post to each Trustee for the time being at his or their usual place or places of abode or business at least seven days before the date of each such meeting PROVIDED ALWAYS AND IT IS HEREBY DECLARED that no meeting held under or by virtue of these presents shall be invalid or the resolutions thereof void or impeached by reason that any such notice or notices as aforesaid may not or shall not have reached any Trustee or Trustees for the time being who at the time of any such meeting happens to be beyond the Seas or who or whose place or places of abode or business shall not be known and cannot reasonably be found or discovered by the person or persons who may lawfully give any such notice or notices as aforesaid

23. At any meeting held under or by virtue of these presents or of the Trusts thereof or any of them the persons present at such meeting and entitled to vote thereat or the majority of them shall choose a Chairman of such meeting and shall decide any question or matter proposed at such meeting and respecting which votes shall be given And in case the votes shall be equally divided then the Chairman of such meeting shall give the casting vote which casting vote he shall have in addition to the vote he shall be otherwise entitled to AND IT IS hereby declared that whenever it shall be thought necessary or expedient to do anything in and by these presents directed authorised or made lawful to be done the necessity or expediency of doing the same shall in like manner be decided by the persons present at a duly convened meeting of the Trustees and entitled to vote upon the question to be determined or the majority of them and if there shall be an equal division then by such casting vote as aforesaid and all acts and deeds done and executed in pursuance of any such decision as aforesaid shall be good valid and binding on all persons entitled to vote at the meeting who may be absent or being present may be in the minority and on all persons claiming under or in pursuance of these presents

24. The power of appointing a new trustee or new trustees of this Deed shall be vested in the Trustees and by way of extension and variation of the statutory powers the following provisions shall apply thereto :-

- (a) The number of trustees shall not exceed six and shall not be less than three and upon any new appointment the number shall if possible be made up to at least the original number
- (b) No person shall be eligible to be appointed a trustee who is not either first a serving member of the staff of the British Transport Commission or a former member of such staff who has retired therefrom on account of age or secondly an inhabitant of Gosforth Garden Village aforesaid
- (c) Any one of the Trustees may when there are more than three trustees retire from the trusts hereof on giving one month's notice in writing of his intention so to do to each of the other trustees for the time being and upon the termination of such one month's notice the Trustee giving the notice shall thereupon cease to be a trustee of this Deed Any Notice sent by post to the last known usual place of abode in the United Kingdom of any Trustee shall be sufficient notice to him hereunder

25. No Trustee for the time being of the trusts created by these presents shall be liable for the acts receipts neglects or defaults of any fellow trustee or for joining in any receipt or other act for conformity or for any loss occurring to or expenses incurred by or falling upon the property whether real or personal for the time being constituting the assets of the said trust or for the insufficiency or deficiency of any security for the time being forming part of such assets or for any loss or damage arising from the bankruptcy insolvency or tortious act of any person with whom any part of such assets or documents of or evidencing title in relation thereto shall be deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty

26. The Society hereby acknowledges the right of the Trustees to the production of three Conveyances dated the Twenty Third day of October

One thousand nine hundred and thirty five the Eighth day of May One thousand nine hundred and thirty six and the Fourth day of November One thousand nine hundred and thirty six respectively all made between The London and North Eastern Railway Company of the one part and the Society of the other part and to delivery of copies thereof and hereby undertakes for the safe custody thereof

27. The parties hereto hereby certify that the transaction hereby affected 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 property conveyed exceeds Three thousand Five Hundred Pounds

I N W I T N E S S whereof the Society has caused its Common Seal to be affixed hereto pursuant to a resolution of the Committee thereof dated the _____ day of _____ One thousand nine hundred and fifty nine and the Trustees have hereunto set their hands and seals the day and year first before written

THE COMMON SEAL of THE L.N.E.R. (GOSPORTH) }
 GARDEN VILLAGE LIMITED was hereunto } L.S.
 affixed in the presence of :- }

Committeeman C.L. Smith
 Committeeman T.R. Thompson
 Secretary

SIGNED SEALED AND DELIVERED by the said }
 WILLIAM CUTHBERTSON LAYTON in the presence }
 of :- } Wm. C. Layton L.S.

B.R. Ryder

SIGNED SEALED AND DELIVERED by the said }
 WILLIAM PHILLIPSON in the presence of :- } W. Phillipson L.S.

B.R. Ryder

SIGNED SEALED AND DELIVERED by the said }
 ALBERT JOHN THIRLWELL in the presence of :- } A.J. Thirlwell L.S.

B.R. Ryder

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

}

W. Rose L.S.

B.R. Ryder

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

}

J. Hewitt L.S.

B.R. Ryder

SIGNED SEALED AND DELIVERED by the said
GEORGE SYDNEY PARKER in the presence of :-

}

G.S. Parker L.S.

B.R. Ryder

