

A MODEL TRUST DEED FOR VILLAGE HALLS

We hereby certify that the within written copy Conveyance is a true copy of the original Conveyance Deed of Deaton Village Hall in the County of Northampton dated the 1st day of October 1962

Simon Saunders
Solicitors, Northampton
8th January 1963

Issued after Consultation with
THE MINISTRY OF EDUCATION and
THE CHARITY COMMISSION

Published by
THE NATIONAL COUNCIL OF SOCIAL SERVICE
(INCORPORATED)
26 BEDFORD SQUARE, LONDON, W.C.1

DECEMBER 1958

RECEIVED
13/14 3E/4D
DEC 1963

FIVE SHILLINGS

CHARITY COMMISSION

This document is the copyright of The National Council of Social Service. It may not be reproduced in whole or in part.

© N.C.S.S. LONDON 1958

Reference No. 536

COMMENTS ON THE 1958 EDITION

1. This edition of the model trust deed has been prepared in consequence of the passing of the Recreational Charities Act, 1958, which confirmed that the provision, in the interests of social welfare, of facilities for recreation and other leisure-time occupation is charitable. It is based on Schemes made by the Charity Commissioners and Minister of Education under the Charitable Trusts Acts.

2. Those responsible for acquiring property for the purpose of a village hall should, in all cases, ask a solicitor to prepare a Trust Deed using this model as a guide.

3. The plan on which the model has been drafted is as follows. It provides for :

- (i) The conveyance of the site, and the manner in which the Hall erected upon it shall be controlled and managed.
- (ii) The appointment of Trustees in whom the property will be vested, but who will not exercise any control over the management of the Hall.
- (iii) The appointment of a Committee to manage the Hall and the manner in which the Committee shall be formed.

4. The constitution of the Committee of Management is of great importance. A village hall is intended for the use of every section of the community. The Parish Council, Church and Chapel organisations, Women's Institute, British Legion, Youth organisations, Young Farmers' Clubs, Sports Clubs and other village organisations may all use it, and all therefore should have a voice in its management. The model deed gives each organisation in the village the right to appoint one member of the Committee of Management, and gives the Annual General Meeting of inhabitants the right to elect part of the Committee. The Committee thus formed is given the power to co-opt additional members and to invite new organisations that may be formed from time to time to be represented on the Committee, with the sanction of the Minister of Education. The appointment, election, and co-option of members is made afresh each year.

5. Trustees may be :

- (a) The Official Trustee of Charity Lands,
- (b) a corporate body, such as the Parish Council, or
- (c) a number of private individuals.

6. If the Official Trustee of Charity Lands is chosen, the title of the land is simplified and dealings with the property are made less troublesome and expensive. The Official Trustee is a bare holding trustee and is not allowed to undertake any active duties or to hold property subject to onerous covenants. The management and control of any hall held by the Official Trustee is left entirely to the local Committee of Management. The Official Trustee does not make any charge for his services. In the National Council's view the Official Trustee is the most satisfactory trustee. The procedure to be followed is explained in paragraph 11 overleaf.

7. Where it is desired to appoint the Parish Council, or other corporate body, as custodian trustee, the alternative Clause 2 should be used.

8. The appointment of private individuals as trustees has the disadvantage that, when they die or retire, it is necessary to appoint their successors by a Deed of Appointment of Trustees. The preparation of such deeds, which are necessary whenever there is a change in the trusteeship, involves trouble and expense, which is avoided if the Official Trustee of Charity Lands, or the Parish Council, or other corporate body, is chosen. If, however, private individuals are appointed as trustees, Clause 2 should be omitted and a suitable clause inserted.

9. The same advantages in respect of investments can be obtained by transferring them to the Official Trustees of Charitable Funds. An additional advantage of this is that dividends are paid without deduction of income tax.

10. Where a village is applying for a loan from the National Council of Social Service or a grant from the Ministry of Education, it would be advisable for the Conveyance to be submitted in draft to the Council to ensure that its provisions do not conflict with the terms on which loans and grants are made, and so prevent financial help being obtained by the village. It would greatly help in the examination of drafts by the National Council and the Ministry of Education if solicitors could kindly use, so far as possible, the printed model for the first draft.

11. The following procedure may be used where it is desired to have the property vested in the Official Trustee :

(i) A draft Deed on the lines of the Model Trust Deed should be prepared, and, where a grant or loan is likely to be applied for, this draft should be submitted to the National Council for approval. This draft should provide in the first place for the freehold to be conveyed to two or more local individual trustees. It is not possible for a charitable trust to be created by a conveyance direct to the Official Trustee of Charity Lands.

(ii) The draft should then be submitted to the Secretary, the Ministry of Education (Legal Branch), Curzon Street, London, W.1 for approval. This precaution ensures that nothing will be included which might prevent the Official Trustee from acting.

(iii) On the return of the draft approved the deed should be completed. The property will then be held temporarily by the local trustees who have undertaken to act until it has been vested in the Official Trustee and who should, as soon as possible, make a formal application for an Order of the Charity Commissioners vesting the property in the Official Trustee. A copy of the requisite form of application is obtainable from the Ministry of Education. (Form No. 13). The application when signed by the Trustees should be sent with the deed to the Secretary, Ministry of Education, for transmission to the Charity Commissioners. So soon as the Vesting Order has been made the local trustees drop out, the property is held by the Official Trustee and the administration and management of the hall is entirely in the hands of the Committee of Management.

12. With reference to Clause 15, the National Council has arranged a Village Hall Comprehensive Insurance Scheme with Lloyds, particulars of which will be supplied on request.

The National Council considers that it is in the interests of the Committee of Management to take all practicable steps to protect the Trust Property by insurance in view of the possibility that they may be held liable for any loss sustained through failure to insure.

DRAFT MODEL TRUST DEED

(Under section 29(4) of the Settled Land Act, 1925, the Deed must be recorded with the Minister of Education within six months of its date.)

T H I S C O N V E Y A N C E is made the 1st day of October 1962
B E T W E E N NORTHAMPTON RURAL DISTRICT COUNCIL (hereinafter called "the Vendor") of the one part and COLIN WILLIAM ALDERMAN of 11 By-Pass Way Denton in the County of Northampton Electricity Board Clerk and WINIFRED THOMPSON of "Stonelea" Denton aforesaid Married Woman (hereinafter called "the Trustees") of the other part

W H E R E A S :-

1. The Vendor is seised in fee simple in possession subject only as hereinafter mentioned but otherwise free from incumbrances of the property hereinafter described
2. The Vendor subject to the consent of the Minister of Housing and Local Government has agreed with the Trustees for the sale to them of the said property for an estate in fee simple in possession subject only as aforesaid but otherwise free from incumbrances at the price of £450. 0. 0.
3. The Minister of Housing and Local Government by an Instrument in writing dated the 28th day of February 1961 notified his consent to the said sale.
4. The Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing

N O W T H I S C O N V E Y A N C E W I T N E S S E T H that in pursuance of the said Agreement and in consideration of the sum of £450 now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby

acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT piece or parcel of land containing .827 acres or thereabouts situate at Denton in the County of Northampton and comprising part of Enclosure-Number-143 on the Ordnance Survey Map for the said County (1900 Edition) which said piece or parcel of land is more particularly delineated on the plan annexed to a Conveyance thereof dated the 21st day of June 1948 and made between The Most Honourable William Bingham Marquess of Northampton of the first part The Compton Estates Company of the second part and The Minister of Works of the third part and thereon coloured pink TOGETHER with all buildings erected thereon or on any part thereof AND TOGETHER WITH the benefit of First the right for the Trustees their successors and assigns owner or owners for the time being of the property hereby conveyed and their licencees from time to time and at all times hereafter to lay construct maintain test inspect and use a sewer pipe with the necessary fittings across through or under the adjoining land along the line and in the position indicated by a red line on the said plan hereinbefore referred to Secondly the like right from time to time to renew alter and remove all or any of the same Thirdly the like right at all times to enter upon the adjoining land with workmen servants and others and to excavate along the whole course of the said sewer pipe as shown on the said plan for the purpose of exercising the rights hereinbefore granted the Trustees or other the owner or owners of the property hereby conveyed making good nevertheless at their own expense any damage or disturbance thereby done to the surface of the adjoining land and keeping the said Compton Estates Company or other the owner or owners of such adjoining land indemnified against all claims by any person in respect of damage done or suffered in exercise of the rights the benefit of which is hereby assigned TO HOLD the same unto the

Trustees in fee simple as joint tenants Upon the trusts and subject to the powers and provisions set out in the First Schedule hereto Subject nevertheless to (a) the exception and reservation in favour of the said Compton Estates Company of all mines and minerals (other than such coal and mines of coal within the meaning of the Coal Act 1938 and the Coal Industry Nationalisation Act 1946 in and under the said property and such rights in connection therewith as are vested in the National Coal Board) under the property hereby conveyed with full power and authority to work and get the same mines and minerals but by underground workings only and without entering upon or in any manner affecting or exercising any rights or powers whatsoever in or over the surface of the said property and making reasonable and adequate compensation for all damage thereby done or occasioned to the said property or any buildings thereon (b) the agreement and declaration relating to the said sewer pipe contained in the said Conveyance dated the 21st day of June 1948 and (c) the covenant on the part of the Minister of Works to maintain certain fences also contained in the said Conveyance dated the 21st day of June 1948

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 £3,500.

IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto affixed and the Trustees have hereunto set their hands and seals the day and year first before written

DRAFT MODEL TRUST DEED

[Under section 29(4) of the Settled Land Act, 1925, the Deed must be recorded with the Minister of Education within six months of its date.]

This Conveyance is made the

day of

19

BETWEEN

of

in the County of

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

of

in the County of

and

of

in the County of

(hereinafter called "the Trustees") of the other part
WHEREAS the Vendor is seised in fee simple in possession free from incumbrances of the hereditaments hereinafter described and has agreed to sell the same to the Trustees at the price of £
AND WHEREAS the Trustees have requested the Vendor to convey the said hereditaments in manner and upon the trusts hereinafter appearing NOW
THIS CONVEYANCE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of £ now paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Trustees ALL THAT piece or parcel of land situate at

in the County of

and having a frontage to

of or thereabouts which piece or parcel of land is with the dimensions and abutments thereof more particularly delineated and described in the plan drawn hereon and thereon coloured Pink (Together with the building(s) erected or to be erected thereon) 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 vendor hereby acknowledges the right of the Trustees to production of the deeds and documents specified in the Third 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 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 ~~Denton~~ ^{aforsaid} 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 meetings, lectures and classes, and for other forms of recreation and leisure-time 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 the provisions of this Deed under the title of the ~~Denton~~ 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 to whom the property is conveyed) (~~*the persons specified in the ----- Schedule~~).

This Clause should be omitted if it is not desired to vest the property in the Official Trustee of Charity Lands.

Clause 2 : VESTING IN THE OFFICIAL TRUSTEE OF CHARITY LANDS

The Committee and all persons holding any property on behalf of the Foundation shall, unless the Minister of Education in writing otherwise directs, take such steps as may be necessary for the purpose of vesting in the Official Trustee of Charity Lands all freehold and leasehold lands and hereditaments at any time belonging to the Foundation.

This Clause should be used if the Parish Council is to be appointed custodian trustee.

~~Alternative Clause 2 : THE CUSTODIAN TRUSTEE~~

~~The Parish Council shall be the custodian trustee of the Foundation and the provisions of sub section (2) of Section 4 of the Public Trustee Act, 1906† shall apply to the said Council and to the Committee, respectively, in like manner as they apply to the Public Trustee and managing trustees.~~

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) ~~(Five)~~ ^{Three} 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) ~~(Six)~~ ^{Five} 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 ~~two~~ ^{two} members to hold office until the end of the Annual General Meeting following their co-option.

(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

*Delete whichever is inapplicable.

†Please see Note 1, page 11

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 Minister of Education.

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

Except with the approval in writing of the Minister of Education, 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 purposes 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 other ordinary meetings as may be required. A 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 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.

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 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 to whom the property is conveyed) (~~*persons specified in the ----- 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 Minister of Education) 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.

*Delete whichever is inapplicable.

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 of any such parish where there is no Parish Council and (on demand) to the Minister of Education.†

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 accordance 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 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 therein and may continue or 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 18 years or upwards of the area of benefit of which Meeting not less than 14 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 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 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 Minister of Education 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 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 :

†Please see Note 2, page 11

- (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 officers as they may consider necessary and the fixing of their respective terms of office ;
- (d) The engagement and dismissal of such paid officers and servants as the Committee may consider necessary ; and
- (e) The number of Members who shall form a quorum at meetings of the Committee : provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being.

Clause 23 :

QUESTIONS UNDER DEED

Any question as to the construction of this Deed, or as to the regularity or the validity of any acts done or about to be done under this Deed, shall be determined conclusively by the Minister of Education, upon such application made to him for the purpose as he thinks sufficient.

Clause 24 :

INTERPRETATION

The Interpretation Act, 1889, applies to the interpretation of this Deed as it applies to an Act of Parliament.

THE SECOND SCHEDULE

| <i>Organisations</i> | |
|--|---|
| EXAMPLE : | |
| The Committee of the Women's Institute | <i>see Parochial Church Council</i> |
| The Committee of the British Legion | <i>see Committee of the Baptist Chapel</i> |
| The Trustees of the Methodist Chapel | <i>see Committee of the Dramatic Society</i> |
| The Parochial Church Council | <i>see Committee of the Football Club</i> |
| The Committee of the Youth Organisation | <i>see Committee of the Women's Institute</i> |
| The Parish Council | |

~~THE THIRD SCHEDULE~~

~~(Here insert particulars of Deeds included in acknowledgment)~~

THE COMMON SEAL of NORTHAMPTON RURAL
DISTRICT COUNCIL was hereunto affixed
 in the presence of :-
 C.E. Jones.
 Clerk of the Council.

(Signed) C.T. Cripps. (C.S.)
 Chairman.

NOTES

(1) *Alternative Clause 2* : Sub-section (2) of Section 4 of the Public Trustee Act, 1906, reads as follows :

- (2) Where the public trustee is appointed to be custodian trustee of any trust—
- (a) The trust property shall be transferred to the custodian trustee as if he were sole trustee, and for that purpose vesting orders may, where necessary, be made under the Trustee Act, 1893 :
- (b) The management of the trust property and the exercise of any power or discretion exercisable by the trustees under the trust shall remain vested in the trustees other than the custodian trustee (which trustees are hereinafter referred to as the managing trustees) :
- (c) As between the custodian trustee and the managing trustees, and subject and without prejudice to the rights of any other persons, the custodian trustee shall have the custody of all securities and documents of title relating to the trust property, but the managing trustee shall have free access thereto and be entitled to take copies thereof or extracts therefrom :
- (d) The custodian trustee shall concur in and perform all acts necessary to enable the managing trustees to exercise their powers of management or any other power or discretion vested in them (including the power to pay money or securities into court), unless the matter in which he is requested to concur is a breach of trust, or involves a personal liability upon him in respect of calls or otherwise, but, unless he so concurs, the custodian trustee shall not be liable for any act or default on the part of the managing trustees or any of them :
- (e) All sums payable to or out of the income or capital of the trust property shall be paid to or by the custodian trustee : Provided that the custodian trustee may allow the dividends and other income derived from the trust property to be paid to the managing trustees or to such person as they direct, or into such bank to the credit of such person as they may direct, and in such case shall be exonerated from seeing to the application thereof and shall not be answerable for any loss or misapplication thereof :
- (f) The power of appointing new trustees, when exercisable by the trustees, shall be exercisable by the managing trustees alone, but the custodian trustee shall have the same power of applying to the court for the appointment of a new trustee as any other trustee :
- (g) In determining the number of trustees for the purposes of the Trustee Act, 1893, the custodian trustee shall not be reckoned as a trustee :
- (h) The custodian trustee, if he acts in good faith, shall not be liable for accepting as correct and acting upon the faith of any written statement by the managing trustees as to any birth, death, marriage, or other matter of pedigree or relationship, or other matter of fact, upon which the title to the trust property or any part thereof may depend, nor for acting upon any legal advice obtained by the managing trustees independently of the custodian trustee :
- (i) The court may, on the application of either the custodian trustee, or any of the managing trustees, or of any beneficiary, and on proof to their satisfaction that it is the general wish of the beneficiaries, or that on other grounds it is expedient, to terminate the custodian trusteeship, make an order for that purpose, and the court may thereupon make such vesting orders and give such directions as under the circumstances may seem to the court to be necessary or expedient.

(2) *Clause 18* : Section 11 of the Parish Councils Act, 1957, reads as follows :

11.—(1) The trustees or administrators of every parochial charity, other than an ecclesiastical charity, shall deliver a copy of the annual accounts which are required to be prepared by Section 44 of the Charitable Trusts Amendment Act, 1855—

- (a) to the parish council of any parish with which the objects of the charity are identified, or
- (b) to the chairman of the parish meeting of any such parish, where there is no parish council, who shall present the accounts at the next parish meeting ; and the said Section 44 (which, as amended by sub-section (6) of Section 14 of the Local Government Act, 1894, requires a copy of such accounts as aforesaid to be delivered to the chairman of the parish meeting in all cases) shall have effect accordingly.

(2) In this section "parochial charity" and "ecclesiastical charity" have the meanings respectively assigned to them by Section 75 of the Local Government Act, 1894.

SIGNED SEALED AND DELIVERED by the said

COLIN WILLIAM ALDERMAN in the presence of :

R.J. Jones.

Managing Clerk with Messrs. Dennis Faulkner and Alsop,
Solicitors, Northampton.

(L.S.)
(Signed) Colin W. Alderman.

SIGNED SEALED AND DELIVERED by the said

WINIFRED THOMPSON in the presence of :

R.J. Jones.

(L.S.)
(Signed) Winifred Thompson.