

This Convergence is made the 14th day of March One

thousand nine hundred and thirty nine **Between**
Audlem Public Hall Company Limited in liquidation
 (hereinafter called "the Company") and Roger Eric Dale
Smith of Audlem in the County of Chester Liquidator
 of the Company (hereinafter called "the Liquidator") of
 the one part and Francis Edward Hicks of the Vicarage
 Audlem in the County of Chester Clerk in Holy Orders Master
 of Arts Rural Dean of Nantwich and Honorary Canon
 of Chester James Kendall of Audlem aforesaid Retired
 Builder Richard Matthews of Moorsfields House
 Audlem aforesaid Architect and Surveyor and William
Eric Smith of Limeshurst, Audlem aforesaid, Solicitor
 (hereinafter called "the Trustees") of the other part



Whereas :-

- (i) At a General Meeting of the Company held on the 22nd
 Twenty second day of December One thousand nine hundred
 and thirty eight an Extraordinary Resolution was duly
 passed to the effect that it had been proved to the satisfaction
 of the Company that the Company could not by reason
 of its liabilities continue its business and that it was
 advisable that the Company should be wound up and a
 Statutory Declaration as to solvency was made by the
 Directors of the Company and filed with the Registrar of
 Companies as provided by Section Two hundred and thirty
 of the Companies Act 1929.
- (ii) It was further resolved at the said Meeting that the

only in respect of breaches which occur while he or they shall respectively be owners or owner of the same or of the part thereof in respect of which any breach occurs.

In witness whereof the Liquidator as such liquidator as aforesaid has caused the Common Seal of the Company to be affixed to these presents and the Liquidator and the Trustees have hereunto set their hands and seals the day and year first above written.

The First Schedule herinbefore referred to
Particulars of covenants restrictions and stipulations affecting the property herinbefore described

Covenant with the said John Gray Hassells his heirs executors administrators and assigns owners of the Crown Hotel in Audlem aforesaid that no building erected on the property herinbefore described shall at any time hereafter be used for the sale of excisable liquors nor shall the trade or business of a licensed victualler or seller of beer wine spirits or excisable liquors be carried on upon the property herinbefore described or upon any part thereof nor in at or upon any public or other building or buildings erected thereon.

The Second Schedule herinbefore referred to

1. The property herinbefore described (hereinafter called "the Trust Premises") shall be held upon trust for the purposes of

Liquidator be and he was accordingly appointed liquidator for the purpose of such winding up.

iii). The Liquidator on behalf of the Company has agreed to sell the property hereinafter described and the fee simple thereof in possession free from incumbrances to the Trustees at the price of Six hundred pounds.

iv). The Trustees have requested the Liquidator on behalf of the Company to convey the said property hereinafter described in manner and upon the trusts hereinafter appearing.

Now this deed witnesses that in pursuance of the said agreement and in consideration of the sum of Six hundred pounds on or before the execution of these presents paid by the Trustees to the Liquidator as such liquidator as aforesaid (the receipt of which sum the Liquidator and the Company hereby acknowledge) the Company by the direction of the Liquidator as such liquidator as aforesaid hereby as beneficial owners convey and the Liquidator as trustee hereby conveys and confirms unto the Trustees **That** that plot piece or parcel of land or ground (formerly forming part of The Crown's Field) situated at Audlem in the County of Chester adjoining the main road leading from Audlem to Nantwich and having a frontage thereto of Twenty Seven yards or thereabouts and containing Seven hundred and Seventy square yards or thereabouts together with the public hall, the engine house cottage outbuildings appurtenances and buildings whatsoever erected thereon All which said premises

are more particularly delineated and described on the Map
or Plan thereof drawn on or annexed to these presents and
thereon coloured pink **To hold** the same unto the
Trustees in fee simple upon the trusts and with and subject
to the powers and provisions set out and mentioned in the
Second Schedule hereto And the Trustees so as to bind the
property hereinbefore described hereby covenant with the
Company and with the Liquidator that the Trustees and
the persons deriving title under them will henceforth at all
times hereafter observe and perform the covenants restrictions
and stipulations contained in an Indenture of Conveyance
dated the Twentieth day of May One thousand nine hundred
and four and made between Edward Walley and Emily Heatly
of the first part John Gray Hassells of the second part and the
Company of the third part and more particularly mentioned in
the First Schedule hereto so far as the same affect the property
hereinbefore described and will at all times hereafter save
harmless and keep indemnified the Company and the
Liquidator and each of them and their and his respective
estates and effects from and against all proceedings costs
claims and demands whatsoever for or on account or in
respect of any breach or non observance of any of the
covenants restrictions and stipulations mentioned or
contained in the last mentioned Indenture of Conveyance
Provided always that the Trustees or other the owners or owner
for the time being of the property hereinbefore described shall
as regards any of the aforesaid covenants restrictions and
stipulations which are restrictive of the user thereof be liable

physical and mental training and recreation and social moral and intellectual development through the medium of public and other meetings, reading and recreation rooms, library, lectures, classes, recreations, games, competitions and entertainments or otherwise as may be found expedient or advisable for the benefit of the inhabitants of the Ancient Ecclesiastical Parish of Audlem (hereinafter called the Parish of Audlem) and its immediate vicinity without distinction of sex or of political, religious or other opinions subject to the provisions of these presents.

2. The general management and control of the Trust Premises and the arrangements for their use and maintenance shall be vested in a Committee of Management (hereinafter called "the Committee") consisting of not more than twenty-one Members of whom twelve shall be elected at the first general meeting referred to in Clause 3 hereof in the first instance and on each subsequent appointment of Members at the Annual General Meeting. The Organisations mentioned in the Third Schedule hereto shall each have the right to appoint one Member of the Committee both in the first instance and on the occasion of each annual appointment of Members. The persons whose names appear in the Second Column of the Third Schedule hereto have been appointed by the Organisations mentioned opposite their respective names in the First Column of that Schedule and shall together with the Members appointed at the First General Meeting as aforesaid be the first Members of the Committee. In addition to the Members of the Committee appointed as above the Committee shall have the power to co-opt

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not more than Two Members to represent interests in the Parish of Audlem and the vicinity thereof not represented by any Organisation.

3. There shall be an Annual General Meeting of the Inhabitants of the Parish of Audlem over eighteen years of age to be convened by or on behalf of the Committee at some date in each year between the First day of April and the thirty first day of July the first of such meetings (herein called the "First General Meeting") to be convened and held on or before the Thirtieth day of April One thousand nine hundred and thirty nine 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 Audlem of the Inhabitants of the age of eighteen years and upwards of either sex of the Parish of Audlem and its immediate vicinity for the purpose of receiving the reports and accounts of the Committee and for accepting the resignations of Members of the Committee and for the purpose of appointing Twelve Members under Clause 2 hereof and for taking such action as it may decide under Clause 7 hereof and for the transaction of any other business affecting the Trust Premises or the management conduct and maintenance thereof. All subsequent Annual General Meetings shall be convened in like manner and for the like purposes.

4. All Members of the Committee shall reside within a radius of ten miles from Audlem Parish Church and shall reside 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 before such Annual General Meeting at which the retiring Member of the Committee shall retire and particulars of such appointments shall be given or sent to the Committee at least seven clear days before such Annual General Meeting.

5. A casual vacancy arising from the death or resignation or removal from the Parish of Audlem and its immediate vicinity of a Member shall be filled by the Organisation by which such Member was originally appointed and the person appointed to fill such casual vacancy shall retire at the Annual General Meeting when the vacating Member would have retired. In the event of a casual vacancy arising through the death resignation or removal from the Parish of Audlem and its immediate vicinity of a Member of the Committee appointed by the Annual General Meeting or by co-optation the Committee shall have power to fill such casual vacancy until the next Annual General Meeting.

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6. In the event of any other Organisation being formed in the Parish of Audlem or its immediate vicinity with aims of a religious social recreational or educational character not inconsistent with those upon which the Trust Premises are held under these presents the Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than a majority 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 First Column

of the Third Schedule hereto and for this purpose the total number of Members of the Committee as provided for in Clause 2 hereof may be increased.

7. 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 such Annual General Meeting shall decide in what way if at all the vacancy shall be filled. The Annual General Meeting in any year may by a resolution passed by a majority of the persons present and voting at such meeting decide that any Organisation mentioned in the Third Schedule hereto or any new Organisation mentioned in Clause 6 hereof has ceased to exist or is no longer competent and suitable to appoint a Member of the Committee and may make such other arrangements for the future appointment of that Member of the Committee as shall be desirable or proper in the circumstances.

8. 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.

9. The Committee may from time to time make and alter rules and regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to:-

(a) The terms and conditions upon which the Trust Premises 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 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 three.

10. All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Bank Account at the District Bank at Audlem or at such other Bank as shall from time to time be substituted therefor by the Committee.

11. The moneys standing to the credit of the said Account shall be applied as the Committee shall decide in repairing and insuring the Trust Premises or the fixtures apparatus furniture and effects therein and in paying all rent (if any) mortgage or other interest rates taxes salaries of paid Officers and servants and other outgoings and in providing furniture games books newspapers periodicals and other literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises.

12. The Committee shall provide the Trustees with sufficient funds to meet all such expenditure (if any) in connection with the Trust Premises as the Trustees may be liable for and shall keep the Trustees indemnified against all

liability (if any) in respect thereof.

13. The Trustees may from time to time by mortgage or charge on the Trust Premises or any part thereof or otherwise obtain such advances on the security of the Trust Premises or any part thereof as may be required for completing the purchase thereof or for maintaining or 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.

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 Premises in whole or in part for the purposes herein before indicated it shall call a Meeting of the inhabitants of the age of eighteen years or upwards of the Parish of Audlem of which Meeting not less than fourteen 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 or newspapers circulating in the Parish of Audlem and if such decision shall be confirmed by a majority of such inhabitants present at such Meeting and voting the Trustees with the consent of the Committee may let or sell the Trust Premises or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall be applied

Mortgage
arrangements

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 hereinafore 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 Parish of Audlem as may be approved by the Charity Commissioners and meanwhile such moneys shall be invested in the names of the Trustees or 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.

15. If any Rules or Regulations made under the power in that behalf hereinafore contained are inconsistent with the provisions of these presents the latter shall prevail.

16. The Parish of Audlem wherever mentioned in this Schedule shall be deemed to be and include the area comprised in the Incumbent Ecclesiastical Parish of Audlem (except the Township of Uttenley).

The Third Schedule hereinafore referred to

First Column	Second Column
Organisations	Names of Representatives
1. The Parochial Church Council	Rev. Canon Francis Edward Hicks, M. A.

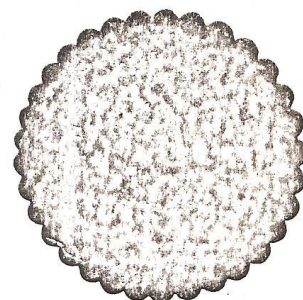
— The Third Schedule continued —

First Column	Second Column
Organisations	Names of Representatives
2. Court "Ride of the Town" No. 2128 of the Ancient Order of Foresters Friendly Society	Mr. William Arthur Cliffe
3. "Loyal Victoria" Lodge No. 1560 of the Independent Order of Odd-fellows Manchester Unity Friendly Society	Mr. Henry Lynes
4. The Committee of the British Legion	Mr. Harold John Whitfield
5. The Committee of the Womens Institute	Miss Ada Jane Thomas

6. ALL AGES CLUB
The Common Seal of the Audlem Public Hall Company Limited was hereunto affixed by

Roger Blunith
Solicitor, Audlem, Cheshire.

7. Audlem Fellowship Liquidator



Signed sealed and delivered by
the said Roger Eric Bate Smith
in the presence of:-

Norman Hutchinson,
Clerk with Messrs Bell & Eric Smith,
Solicitors, Audlem, Cheshire

Roger B. Smith

F. E. Hicks.

Signed sealed and delivered by
the said Francis Edward Hicks,
James Rendall, Richard
Matthews and William Eric
Smith in the presence of:-

Norman Hutchinson,
Clerk with Messrs Bell & Eric Smith,
Solicitors,
Audlem, Cheshire.

J. Rendall

R. Matthews

W. Eric Smith

RECORDED IN THE BOOKS OF THE CHARITY COMMISSIONERS
FOR ENGLAND AND WALES PURSUANT TO THE PROVISIONS
OF SECTION 29 (4) OF THE SETTLED LAND ACT, 1925.



1st May 1939.