



T H I S D E E D is made the tenth day of February One thousand nine

hundred and thirty six B E T W E E N SIR EVERARD PHILIP DIGBY

PAUNCEFORT DUNCOMBE of Brickhill Manor Bletchley in the County of Buckingham Baronet D.S.O. (hereinafter called "the Donor") of the first part THE PARISH COUNCIL OF GREAT BRICKHILL in the said County

of Buckingham (hereinafter called "the Parish Council") of the second part and THE MEMBERS OF THE COMMITTEE hereinafter collect-

ively referred to as "the Committee" (which expression where the context so admits shall also include those members for the time

being of the Committee hereinafter referred to) whose names addresses and descriptions are set forth in the First Schedule

hereto of the third part W H E R E A S :-

(i) The Donor has transferred to the Parish Council the sum of Three hundred pounds two and a half per cent Consols (hereinafter called "the Fund") to be held UPON THE TRUSTS hereinafter declared concerning the same.

(ii) The Donor is seised of an estate in fee simple in possession free from incumbrances of the property hereinafter described and intended to be hereby conveyed and is desirous of conveying the same (excepting and reserving as hereinafter mentioned) by way of gift to the Parish Council to be held by the Parish Council under the powers conferred on them in that behalf by the Local Government Act 1894 and all other powers them thereunto enabling upon the trusts and for the purposes hereinafter mentioned.

NOW THIS DEED W I T N E S S E T H that in consideration of the premises and of the covenants hereinafter contained the Donor as beneficial owner hereby conveys unto the Parish Council ALL THOSE pieces or parcels of land (hereinafter called "the land") situate in Great Brickhill in the Parish of Great Brickhill in the said County of Buckingham having an area of Three acres and Eight hundred and seventy six thousandth parts of another acre or thereabouts and comprising Numbers 242a and 242b and part of Number 242 on the Ordnance Survey Map (1925 Edition) for the said Parish which said pieces or parcels of land are more particularly delineated on the plan annexed hereto being thereon coloured respectively pink brown and hatched with red lines TOGETHER with

the Reading Room (now used and to be known hereafter as the Parish Hall) cottage and other buildings erected on some part thereof (which said pieces or parcels of land with the buildings thereon are hereinafter collectively referred to as "the property")

EXCEPTING AND RESERVING unto the Donor and his successors in title in fee simple (a) all mines and minerals (including clay stonesand and gravel) lying at a greater depth than Two hundred feet beneath the surface of the land with full power and authority to work and get the same by underground workings only including power to let down the surface (whether built upon or not) but without in so doing entering upon the surface of the land and subject to the condition that the person actually exercising such powers (other than the Donor if he shall himself exercise the same) shall make from time to time to the Parish Council their lessees and tenants reasonable and adequate compensation for all damage thereby done or occasioned to the land or any building thereon (b) free and unrestricted enjoyment as legal easements or rights of all privileges or quasi-easements now or heretofore used or enjoyed over the land in respect of any adjoining or neighbouring property of the Donor (c) the benefit of and the right to enforce or have enforced and to release or modify any covenant heretofore entered into by any purchaser of any other land which may at present be inherent in or annexed to the ownership of the property (d) a right of way for the Vendor and all persons authorised by him to pass and repass over across and along the western boundary of the land for the purpose of obtaining access to the buildings and other land belonging to the Vendor situate outside the boundaries of the land on the North West thereof or for any other reasonable purpose

TO HOLD the property (excepting and reserving as aforesaid) Subject (i) as to the strip of land coloured brown on the said plan to the right of way at all times and for all purposes vested in the Incumbent of the Benefice of the Rectory of Great Brickhill and his successors by virtue of a Conveyance dated the Twentieth day of July One thousand nine hundred and twenty three and made between the Donor of the first part the Governors of the Bounty of Queen Anne of the second part and The Reverend Joshua Fielding Hoyle of the third part

(ii) As to that portion of the land coloured pink on the said plan which comprises part of Ordnance Number 242 to a Tenancy Agreement made between the Donor and the Great Brickhill Cricket Club and dated the third day of April One thousand nine hundred and thirty four and to all rights of the Tenants thereunder and particularly to the right of the Tenants to remove any temporary structure or other erection from the said portion of the land

(iii) To all chief quit and other rents and outgoings and to any scheme of any Local Authority either in course of preparation or made pursuant to any statute and to all rights of way water drainage and other easements (if any) affecting the same and to all rights of adjoining owners or of the public and to any liability to repair or contribute to the repair of roads ways sewers drains fences and other like matters and also to the covenants and conditions hereinafter contained

AND so subject UNTO the Parish Council in fee simple UFON TRUST to permit the property hereby conveyed to be used occupied and enjoyed in accordance with the covenants hereinafter contained and with the stipulations regulations and provisions set forth in the Second Schedule hereto

THE Parish Council hereby covenants with the Donor and his successors in title that the Parish Council will preserve that portion of the land coloured pink on the said plan as an open space for the benefit of the Parishioners of Great Brickhill and will not permit any building or erection whatsoever at any time to be built or erected upon the same other than a pavilion or such other erections as are commonly to be found on land set aside for open spaces or Sports Grounds PROVIDED that such pavilion or other erections shall not consist of more than one floor and shall not be built or erected upon any part of the land coloured pink on the said plan lying within Fifty feet of the dotted line running between the points marked 'A' and 'B' on the said plan to the intent that such covenant shall enure for the benefit of the Donor or other the owners for the time being of any other land now or formerly belonging to the Donor situate within a radius of three-quarters of a mile from the boundaries of the land and shall be binding on the land into whosoever hands the same may come.

THE Parish Council also covenants with the Donor and his

successors in title that the Parish Council will at all times hereafter keep the fences at present erected on the boundaries of the land on which a T is placed on the said plan on the land coloured pink and any fences at any time to be erected on the said boundaries in good and substantial repair and condition _____

THE Parish Council and each of the parties constituting the Committee hereby for themselves and their successors respectively COVENANT with the Donor and his successors in title that the Parish Council and the Committee will at all times hereafter so far as they respectively are concerned observe perform and comply with the stipulations regulations and provisions set forth in the said Second Schedule hereto or permit the same to be observed performed and complied with and that nothing hereafter shall be done or suffered to be done upon the property in breach or violation of or contrary to the fair meaning and intent thereof but so that no member of the Committee shall be personally liable in damages for any breach of the covenants by the Committee hereinafter contained save so far as such breaches shall have occurred whilst that particular member shall have held office as a member of the Committee _____

IT IS HEREBY DECLARED that the Parish Council shall not be entitled to any easement or right of light or air or other easement or right which would affect prejudicially the user by the Donor or his successors in title or assigns of any adjoining or neighbouring land of the Donor for building or any other purposes _____

THE Parish Council shall hold the Fund UPON TRUST to retain the same in its present state of investment or to sell and reinvest the same and any accumulations of income therefrom and any resulting income in any manner allowed by law for the investment of trust funds with power to vary investments and to apply any income or accumulations of income towards the repair and maintenance of the structure of the Parish Hall as hereinafter defined or of any alternative premises in accordance with the provisions contained in Clause 7 of the said Second Schedule PROVIDED that if the Parish Hall and the garden ground as hereinafter defined are sold in accordance with the provisions contained in Clause 9 of the said Second Schedule and no alternative premises are purchased then the Parish Council shall hold the Fund UPON TRUST to apply it in the same manner as the proceeds of sale of the Parish Hall and the garden ground mentioned in the said Clause. _____

THE Donor hereby acknowledges the right of the Parish Council to production and delivery of copies of the Deeds and documents mentioned in the Third Schedule hereto and hereby undertakes for the safe custody thereof.

I N W I T N E S S whereof the Donor and the Members of the Committee and the Chairman and two other members of the Council have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

Name	Address	Description
Lady Evelyn Elvira Pauncefort Duncombe	Brickhill Manor, Bletchley	
Mrs. Lilian Herring	Home Farm, Great Brickhill	Farmer's Wife
Rowland James Herring	" "	Farmer
Edward Woods	Post Office "	Carpenter
Arthur John Jones	Schoolhouse "	Clerk
Benjamin Clements	Westfield Farm "	Farmer
Frank Turner	Rectory Farm "	"
Percy Hammond	Galley Lane Farm "	"
Arthur Bates	Heath Road "	Newsagent
Alan Larberlester	"Wells Cottage" "	Farm Labourer

THE SECOND SCHEDULE ABOVE REFERRED TO.

1. The stipulations regulations and provisions set forth in this Schedule shall only apply to that portion of the land (hereinafter referred to as "the garden ground") which is hatched with red lines on the said plan and the buildings at present erected thereon such buildings being hereinafter referred to as "the Parish Hall"

2. The Parish Hall shall not be used except as a Club Concert or Recreation Room and accommodation for any caretaker in connection therewith and for such other purposes as in the opinion of the Committee will best tend to promote the moral social physical and intellectual welfare and rational recreation without distinction of sex religious denomination or political or other opinions of residents in the Parish of Great Brickhill

3. The Parish Hall and the garden ground or any part thereof may be let or hired for the use of any local organisation or local branch of any organisation having as its object the promotion of the welfare of the public or any specific portion of the public and may be let or hired for any public or private entertainment meeting

social gathering game or other purpose tending to promote the moral intellectual or physical welfare of the public For these purposes the absolute management and control of the Parish Hall and the garden ground shall be vested in the Committee with power to delegate from time to time such duties and powers of management and control as they may think fit The decision of the Committee upon the interpretation of this Clause shall be binding on all persons interested under these presents or otherwise.

4. For the purpose of exercising the powers of management and control hereinbefore referred to and in particular but without intending to limit the generality of such powers the Committee shall have _____

(a) Power to set up one or more sub-committees to manage the various activities carried on in the Parish Hall and to prescribe the composition and method of appointing the members of such sub-committee and to dissolve any sub-committee if they consider it desirable so to do. _____

(b) Power to co-opt any person or persons being a Parishioner of Great Brickhill to act as a member of the Committee or of any committee set up in pursuance of the power contained in sub-clause (a) of this clause _____

(c) Power from time to time to make and to rescind and alter rules and regulations for the management and control of the Parish Hall or of any activities carried on thereon or of the business of any sub-committee set up under sub-paragraph (a) of this clause for the imposition of any charge or fee for the use of any library or reading room or for any such activity with power to exclude any person either temporarily or permanently from the user and enjoyment of the Parish Hall and the garden ground or for such other purposes as the Committee may think fit. _____

(d) Power to determine the terms and conditions upon which the Parish Hall and the garden ground or any part thereof may be hired for entertainments meetings social gatherings games and other purposes and the sum (if any) to be paid for such user. _____

(e) Power to appoint such officials and servants as they shall consider necessary for the management and conduct of the Parish Hall and the garden ground and to dismiss such officials and servants. _____

(f) Power to carry out such works additions alterations and improvements to the Parish Hall and the garden ground as they shall consider expedient PROVIDED that the written consent of the Parish Council is first obtained.

5. (a) The Committee shall consist of the ten persons executing this Deed as the parties of the third part. Thereafter the Committee shall consist of not less than nine or more than twelve members of either sex who shall be appointed by the Parish Council in January of every year at least fourteen days before the Annual Meeting referred to in the next sub-clause of this clause. Members of the Committee who have held office throughout the preceding year shall be eligible for re-election and whenever possible at least two members of the Committee shall be between the ages of 21 and 25 years. The Parish Council shall at any time be entitled to remove any member of the Committee from his office and to appoint another person in his place and to fill vacancies in the Committee.

(b) The first Annual Meeting of the Committee shall be held in the month of January 1937 and thereafter in January in every year. Any such Annual or any other Meeting shall be convened by Notices in writing signed by two members of the Committee one of which shall be posted in a conspicuous position on the property and the other sent to the Parish Council fourteen days before the holding thereof. At any such meeting the first business shall be the election by the Committee of a Chairman from amongst their number. The Committee shall then elect a Clerk and a Treasurer for the year the duties of the latter being to keep accounts of the moneys received from the Parish Council and of the expenditure thereof in accordance with Clause 7 of this Schedule and to present the statement of accounts referred to in Clause 8 hereof. All resolutions at any such meeting shall be decided by a majority of votes of the persons present at such meeting and in the case of equality the Chairman shall have a casting vote.

(c) The Parish Council shall at least fourteen days before every Annual Meeting notify the Committee of the names of the persons appointed by them to be members of the Committee for the year and the Chairman appointed at any such Meeting shall announce such appointment to the persons present.

(d) At any Meeting of the Committee seven members shall form

a quorum if the Committee consists of 12 members. If the Committee consists of less than 12 members then 5 members shall form a quorum.

(e) The proceedings of the Committee shall not be invalidated by any vacancy in their number or by any defect in the appointment of any member.

6. Any resolution signed by at least three members of the Committee relating to the management of the Parish Hall may be submitted to any Meeting of the Committee provided seven days' notice of the terms of such resolution are given to the Clerk of the Committee who shall before such Meeting notify each member of the Committee in writing of such terms. Such resolution shall take the form of a recommendation to the Committee to take the matter referred to in the resolution into their consideration.

7. The Parish Council shall out of the income of the Fund and as and when requested in writing by the Committee provide the Committee with all such sums of money as may be necessary to enable the Committee to make such payments as the Committee may incur or be liable for in respect of the repair or maintenance of the structure of the Parish Hall or of any alternative premises mentioned in Clause 9 of this Schedule.

8. At every Annual Meeting the Committee shall present a Report and Statement of Accounts for the preceding year.

9. If it shall at any time appear to the Committee that by reason of insufficient funds inadequate support or for any other reason it is undesirable or impracticable to carry on the management and control of the Parish Hall and the garden ground in the manner contemplated by these presents the Committee may make a request in writing to the Parish Council to sell the Parish Hall and the garden ground and the Fund and in this event the Parish Council shall if it thinks fit with the approval of the Charity Commissioners sell the same and apply the proceeds of sale and any accumulate income of the Fund towards the purchase of more convenient or commodious premises or failing such alternative premises pay the same to such Charity or Charities as may exist at the time of the sale for the benefit of the Parishioners of Great Brickhill as the Charity Commissioners shall direct. Before making any decision with regard to a request for any such sale the Committee shall

convene a special meeting of the Parishioners for the purpose of notifying them of the proposed sale and of giving them an opportunity of objecting to the proposed sale or of recommending modifications in or alternatives to the proposal and the Committee shall furnish the Parish Council with a written Summary of any such objections or recommendations and the Parish Council in making its decision shall take into consideration any such objections or recommendations but nothing in this clause contained shall fetter the absolute discretion of the Parish Council in the matter.

THE THIRD SCHEDULE ABOVE REFERRED TO.

25th July 1871 FAMILY RESETTLEMENT made between Sir Philip Duncombe Pauncefort Duncombe Baronet and Philip Henry Pauncefort Duncombe the eldest son and heir apparent of the said Sir Philip Duncombe Pauncefort Duncombe by Dame Sophia Caroline Pauncefort Duncombe his wife (1) Alfred Bell (2) The Reverend Sir Henry Foulis (3) William Thorold and George Augustus Duncombe (4) and the said Sir Henry Foulis and John Borlase Maunsell Tibbitts (5)

10th March 1891 APPOINTMENT of New Trustees made between Sir Philip Henry Pauncefort Duncombe (1) the said John Borlase Maunsell Tibbitts (2) and the said George Augustus Duncombe and Arthur Flower (3)

4th April 1908 DISENTAILING DEED made between the Donor (1) Constance Flora Eleanor Pauncefort Duncombe (2) and Charles Gibbons May (3)

19th May 1913 MEMORANDUM of Deposit of documents by the Donor with The Most Noble Henry George Duke of Northumberland K.G. and The Honourable Alan Ian Percy with intent to create an Equitable Mortgage.

19th May 1913 MEMORANDUM of Deposit of documents by the Donor with Messrs. Beckett & Co. as security for advance

14th March 1918 ASSIGNMENT made between the said The Most Noble Henry George Duke of Northumberland K.G. and The Honourable Alan Ian Percy (1) and the said Duke of Northumberland (2) Supplemental to the Memorandum first above mentioned

14th March 1918 ASSIGNMENT made between the said George Augustus Duncombe Lord Edmund Beckett Faber Wilfred Forbes

14th March 1918
(continued)

Home Thomson The Honourable William Gervase
Beckett and The Honourable Rupert Evelyn Beckett
carrying on business as Messrs Beckett & Co. (1)
and the said The Most Noble Henry George Duke of
Northumberland K.G. (2) Supplemental to the
Memorandum secondly above mentioned.

15th March 1918

DEED POLL under the hand and seal of the Donor
Supplemental to the four documents last above
mentioned.

6th December
1921

RECEIPT under the hand of Alan Ian Duke of
Northumberland endorsed on the above mentioned
Deed Poll.

SIGNED SEALED AND DELIVERED by the
above named Sir Everard Philip
Digby Pauncefort Duncombe in the
presence of :-

Alfred J. Curtis.
Great Brickhill
Board Dealer.

Everard P. Pauncefort Duncombe

SIGNED SEALED AND DELIVERED at a
meeting of the Council by Sir
Everard Philip Digby Pauncefort
Duncombe the Chairman and by Frank
Saunders Turner and Benjamin Edwin
Clements two other members thereof
in the presence of :-

Alfred J. Curtis.
Great Brickhill
Board Dealer.

Everard P. Pauncefort Duncombe
Frank S. Turner.
B E Clements

SIGNED SEALED AND DELIVERED by the
above named Lady Evelyn Elvira
Pauncefort Duncombe in the presence
of :-

Alfred J. Curtis.
Great Brickhill
Board Dealer.

Edwin P. Pauncefort Duncombe.

SIGNED SEALED AND DELIVERED by the
above named Lilian Herring in the
presence of

Lilian Herring
Brickhill Manor
Witchley
J. J. Bucks

Lilian Herring

SIGNED SEALED AND DELIVERED by the
above named Rowland James Herring
in the presence of :-

Rowland J. Herring

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Edward Woods in the
presence of :-

Edward Woods

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Arthur John Jones in
the presence of :-

A. Jones

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Benjamin Clements in
the presence of :-

B. E. Clements

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Frank Turner in the
presence of :-

Frank. S. Turner.

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Percy Hammond in the
presence of :-

Percy Hammond

Edward T. Dunstable
Brickhill Manor
Buckley

SIGNED SEALED AND DELIVERED by the
above named Arthur Bates in the
presence of :-

A. Bates

Frank. S. Turner
Necton Farm
Great Brickhill
Farmer.

SIGNED SEALED AND DELIVERED by the
above named Rowland James Herring
in the presence of :-

Rowland J. Herring

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Edward Woods in the
presence of :-

Edward Woods

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Arthur John Jones in
the presence of :-

Arthur Jones

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Benjamin Clements in
the presence of :-

B. E. Clements

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Frank Turner in the
presence of :-

Frank S. Turner

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Percy Hammond in the
presence of :-

Percy Hammond

Edward T. Duncombe
Brickhill Manor
Buckley.

SIGNED SEALED AND DELIVERED by the
above named Arthur Bates in the
presence of :-

A. Bates

Frank S. Turner
Necton Farm
Great Brickhill
Farmer.