

THIS TRUST DEED is made the Ninth day of May One thousand nine hundred and twenty seven BETWEEN THE REVEREND GEORGE BLAGDEN HOPKINS of the Vicarage Shevington in the County of Lancaster Clerk in Holy Order JAMES LYON of Dunstaffnage Shevington in the County of Lancaster Retired Schoolmaster WILLIAM JEWKES GRIFFIN of Ingle Dene Gathurst Lane Shevington aforesaid Gentleman MATTHEW BUTTERWORTH TAYLOR of Wellsdale Gathurst Lane Shevington aforesaid Gentleman and RALPH COLLIER of Standish Lower Grounds near Wigan in the said County Collier (hereinafter called the old Trustees) of the one part and the said GEORGE BLAGDEN HOPKINS JAMES LYON WILLIAM JEWKES GRIFFIN MATTHEW BUTTERWORTH TAYLOR RALPH COLLIER ISAIAH BROWN of Ambrose House Miles Lane Shevington aforesaid and JAMES ROPER 48 Standish Lower Ground aforesaid -Colliery Contractor (hereinafter called the New Trustees) of the other part - - - - -

WHEREAS by a conveyance dated the fourth day of June one thousand nine hundred and twenty one and made between John William Ainscough of the one part and the Old Trustees and Robert Hodson and Richard Heaton of the other part All that plot of land having a frontage to Gathurst Lane and Church Lane Shevington. containing six and a half acres or thereabouts more particularly delineated and described in the plan drawn on the Conveyance now in recital and thereon edged with a red border line was conveyed to the Old Trustees the said Robert Hodson and Richard Heaton as joint tenants in fee simple AND WHEREAS the Old Trustees and the said Robert Hodson and Richard Heaton held the hereditaments and premises comprised in the said Conveyance but no Trusts are declared by the said conveyance AND WHEREAS the said Robert Hodson died on the fourth day of November one thousand nine hundred and twenty three AND WHEREAS the said Richard Heaton having declared that he was desirous of being discharged from the said trust the Old Trustees by deed of Retirement dated the eighth day of October one thousand nine hundred and twenty six consented to the discharge of the said Richard Heaton from the said trust and to the vesting of the said trust premises in the old Trustees subject to the said Trust AND WHEREAS a Parish Room has been erected on part of the land comprised in the said Conveyance AND WHEREAS disputes have arisen between the parties hereto as to the Trusts on which the hereditaments and premises comprised in and now subject to the said Conveyance and now known as the Shevington Church Recreation Ground and Parish

Room are now or ought to be held by the Trustees and they agreed to refer the same to the award and final determination of Henry Brierley Esquire Doctor of Laws and the Registrar of the Wigan County Court as sole Arbitrator AND WHEREAS the said Henry Brierley has awarded that in the events which have happened the said Shevington Church Recreation Ground and Parish Room should be held on the trusts hereinafter declared of and concerning the same AND WHEREAS the Parochial Church Council of St. Annes Shevington (hereinafter called the Parochial Church Council) with the approval of the said Henry Brierley have appointed the said Isaiah Brown and James Roper to be Trustees of the said Shevington Church Recreation Ground and Parish Room in the place of the said Robert Hodson and Richard Heaton AND WHEREAS the said Henry Brierley pursuant to the said agreement of reference has awarded and directed that the old Trustees should convey the said Shevington Church Recreation Ground and Parish Room to the New Trustees upon the trusts and with and subject to the powers and provisions hereinafter appearing NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows: - - - - -

1. IN pursuance of the said award and in consideration of the premises the old Trustees as Trustees hereby convey unto the New Trustees the hereditaments and premises comprised in and conveyed by the recited Conveyance together with all erections and buildings now standing and being thereon TO HOLD unto the New Trustees in fee simple UPON TRUST (A) As to so much of the land hereby conveyed as lies on the East side of an imaginary line drawn through the centre of the westerly boundary of St. Annes Churchyard Shevington aforesaid to meet the Southerly boundary of the land hereby conveyed to convey the same to the Ecclesiastical Commissioners as an extension of the Churchyard of St. Anne's Church Shevington aforesaid but only for consecration whenever required so to do by resolution passed at a joint meeting of the Parochial Church Council of St. Anne's Church Shevington and the Trustees convened for the purpose and in the meantime and until such resolution shall be passed upon the trusts and with and subject to the powers hereinafter declared concerning the remainder of the said land and (B) As to the remainder of the said land to permit the same and all buildings which now are or may hereafter be erected thereon or on any part thereof and known as the Shevington Church Recreation Ground and Parish Room to Shevington Church Recreation Ground and Parish Room to be used in perpetuity either gratuitously or in consideration of any money payment or on such terms as the Trustees for

the time being may think fit for all or any of the purposes following that is to say: - - - - -  
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(1) On every day not being Sunday Good Friday or Christmas Day to permit the said parish room and recreation ground to be used for any purposes calculated to promote the spiritual moral intellectual or physical welfare and the reasonable recreation advantage or benefit of the residents in the Townships of Shevington and of the Parish of St. Annes Church Shevington so far as such Parish is outside the township of Shevington and (subject to the conditions that the same parish room and recreation ground are not to be used for any purpose hostile to the Church of England) no discrimination is to be made between user by those who are members of the Church of England and those who are not but this provision shall not prevent the Trustees from letting rooms therein for meetings in connection with any particular church body or party provided that they offer to let the rooms in the like terms for meetings in connection with other Churches bodies or parties requiring the same -  
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(2) On every Sunday Good Friday and Christmas Day the Recreation Ground shall not be used for any purpose at all which shall interfere with or disturb the performance of Divine Service in St. Anne's Church and Parish Room shall only be used on those days for Religious purposes - - - - -

2. AND IT IS HEREBY AGREED AND DECLARED as follows: - - - - -

(1) The Trustees of this Deed for the time being shall have the sole management of the Trust premises and shall from time to time direct for what purpose or purposes and in what manner the same shall be used within the limits above laid down - - - - - . - - - - . - - - - •

(2) It shall be lawful for the trustees for the time being of this Trust if they shall think fit to alienate and sell lease or exchange the Trust premises (except the part thereof reserved for the extension of the St. Annes Church Yard) or any part thereof and to receive any money for equality of Exchange and to apply the money arising from such sale or given as such exchange in the purchase of other premises or in the improvement of any premises used or to be used for the purposes of this Trust - - - - - . . - - - . - -

(3) The Trustees shall have power if the Trust premises cannot be maintained or if the same shall cease to be used or of use for the purposes aforesaid to sell the Trust premises or any part thereof and pay and apply the net proceeds of such sale remaining after payment of all

expenses and all other moneys in their hands subject to this Trust to such Charitable purposes for the benefit of the inhabitants of the Township and Parish mentioned in Clause (1) of this Deed and in such manner as the Trustees for the time being shall think fit - - - - -  
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(4) Upon any sale purporting to be made in pursuance of the powers herein contained or of any statutory power no purchaser or purchasers dealing bona-fide with the Trustees for the time being shall be bound or concerned to enquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees herein contained have been properly and regularly observed nor shall the purchaser or purchasers be concerned to see to the application of the purchase money - -  
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(5) It shall be lawful for the Trustees for the time being of the Trust to raise by mortgage or charge of the hereditaments for the time being subject to this Trust or any part or parts thereof (except the part thereof reserved for the extension of St. Annes Church Yard) such sum or sums of money as they shall think fit and the Trustees shall out of the said moneys pay the costs of raising the same and shall hold the residue thereof upon the same trusts and subject to the same powers as if it had arisen from a sale of the said hereditaments but no mortgagee shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or to see to the application thereof - - - - -

(6) The Trustees shall have power to repair enlarge erect pull down alter or rebuild any building forming part of the Trust premises - - - - -

(7) All moneys for the time in the hands of the Trustees or so much thereof as shall be necessary may be applied in repairing and improving the trust premises and in keeping the same and the furniture and effects thereof from time to time insured against fire or otherwise as the Trustees shall deem necessary and in paying all rates taxes and other outgoings from time to time becoming payable in respect thereof and in paying all expenses of carrying on the trust premises and providing and repairing furniture and such other things as may be required for the purposed of the trust and paying the wages of all officers and servants whom the Trustees may think proper to employ for the purposes of the trust and the powers herein contained and paying and discharging all costs charges and expenses of and incidental to the administration of the trusts - - - . - - - - . . . - - - .

(8) The Trustees shall not be personally responsible for the maintenance or repair or insurance against loss or damage by fire of any buildings furniture or other things for the time being subject to this trust or for the payment of any charges on the trust premises - - - -  
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3. AND IT IS FURTHER AGREED AND DECLARED: - - - - -

(1) The Trustees shall hold at least six meetings and may hold as many meetings as they think fit in every year - - - . - - - - - . - -

(2) The Vicar for the time being of St. Annes Church Shevington shall be the Chairman of the Trustees - - - - -

(3) A Special Meeting of the Trustees may at any time be convened by the Chairman or by the Secretary of the Trust or by any two of the Trustees - - - - -

(4) At least four clear days notice of any meeting of the Trustees shall be given or sent by post to each Trustee at his usual dwellinghouse and such notice shall state the time and place of the meeting and the nature of the business to be transacted thereat - - - - -

(5) A meeting may be adjourned without any notice being sent to the trustees who are not present at the meeting - - - - - .

(6) If the Chairman shall not be present within ten minutes after the time appointed for a meeting the Trustees then present shall appoint one of their number to act as Chairman during that meeting - - - - - .

(7) Three Trustees at any meeting of the Trustees shall form a quorum - - - - -

(8) The decision of the majority of the trustees present at a meeting shall be binding. In case of equality of votes the Chairman shall have a second or casting Vote - - - - -

(9) Minutes of the proceedings of the Trustees shall be kept in a book and be signed by the Chairman of the Meeting and when so signed shall be conclusive evidence of what was done at the meeting - - - - -

(10) A resolution recorded in the minute book and signed by all the Trustees for the time being shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened - - - - -

(11) The Trustees shall from time to time appoint one of their number to act as Secretary of the Trustees without remuneration. If no Trustee is appointed so to act the Trustees shall appoint some other person to act as secretary of the Trustees with such remuneration (if any) as they shall think fit and in case of any change in the office of Secretary notice of such change shall be sent to the Secretary for the time being of the Parochial Church Council - - -

4 THE following provisions as to the appointment of New Trustees and the discharge and retirement of Trustees shall apply to this Deed by way of extension and variation of the statutory powers - - - - -

(1) The Trustees shall consist of the Vicar of St. Annes Shevington for the time being who shall be ex officio a trustee and not less than four and not more than seven elected Trustees who shall be members of the Church of England. The first Trustees shall be the New Trustees - - - - -

(2) Any Trustee shall become disqualified and his office as a Trustee shall ipso facto be vacated as if he were dead (a) If he ceases to reside within a distance of five miles from the Church of St. Anne Shevington (b) if in the opinion of not less than two thirds of the remaining trustees evidenced in writing under their hands he shall openly leave the Church of England (c) if he become bankrupt or publicly insolvent or compounds with his creditors- - -

(d) If he is absent from the meetings of the Trustees during a period of twelve months without special leave of absence from a majority of his Co-Trustees - - - - -

(3) If any Trustee shall die or become disqualified under Clause 2 hereof or desire to be discharged from the trusts hereof or refuses or is unfit to act therein or is incapable of acting therein (a) the Parochial Church Council or (b) if for a period of three months after notice in writing given to the Secretary of the Parochial Church Council by a majority of the surviving or continuing Trustees the Parochial Church Council shall fail to act the surviving or continuing Trustees may by writing appoint one or more other persons (who are members of the Church of England) whether members of the Parochial Church Council or not to be a trustee or trustees in place of the trustee so deceased or becoming disqualified or desiring to be discharged refusing or being unfit or being incapable as aforesaid but so that no person who ceases to be a trustee for any of the reasons specified in Sub-Clause 2 of this clause or is unfit or incapable of acting shall be eligible for re-election as a Trustee - - - - -

(4) Every Trustee appointed under the last clause as well before as after the trust property becomes by law or by assurance or otherwise vested in him shall have the same powers authorities and discretions and may in all respects act as if he had been originally appointed a trustee by this trust deed - - - - - •

(5) An annual meeting shall be held on the First or Second Wednesday in May in every year and notice of such meeting shall be put up on the principal door of the said Parish Room at least seven days previous to such meeting. The Chairman of the Trustees for the time being shall preside at such meeting or in his absence some person chosen by the meeting - - - - -

(6) The only persons who shall be entitled to attend and vote at such Annual Meeting shall be men and women who have attained the age of twenty one years and are inhabitants of the Township and Parish mentioned in Clause (1) of this Deed - - - - -

(7) At the said Annual Meeting in each year the accounts of the Trust premises for the past year shall be submitted - - - - - .

(8) On request in writing sent to the secretary of the Trust or to the Chairman of Trustees all persons over the age of twenty one years who are residents in the township or parish mentioned in Clause 1 of this deed shall be empowered to inspect in the Parish Room this Trust Deed or a Certified Copy thereof the Minute Book of the Trustees all Books of Account vouchers and other papers and documents relating to the Trust premises and such persons shall be at liberty to make and take copies of or extracts from the said Deed or Certified Copy thereof and the said Minute Book books of Account Vouchers and other papers and documents. The time for such inspection shall be between the hours of 7 and 8 p.m. on three days in each year namely on and between the first and third days (inclusive) of May - - - - -

(9) The yearly Statement and balance sheet relating to the trust premises or Certified copies thereof shall be posted and kept posted in the said parish Room for a period of eight days immediately succeeding the said Annual Meeting - - - - -

5. IF any question or difference shall arise touching these presents or the construction thereof or as to the rights duties or obligations of any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter of these presents the same shall be referred to the Registrar for the time being of the Wigan County Court or in case he is unwilling to act to some competent arbitrator to be named by him The Arbitrator

from time to time acting under these presents shall have all the powers conferred on arbitrators by the Arbitration Act 1889 or any statutory modification thereof - - - - -

IN WITNESS (ETC) whereof the said parties hereto have set their hands and seals the day and year first before written

GEORGE BLAGDEN HOPKINS (L.S.) JAMES LYON (L.S.) WILLIAM JEWKES  
GRIFFIN (L.S.) M. B. TAYLOR (L.S.) RALPH COLLIER (L.S.) ISAIAH BROWN (L.S.)  
JAMES ROPER (L.S.) - - - - -

SIGNED SEALED AND DELIVERED by the said George Blagden Hopkins and James Roper in the presence of - - - - -

Arthur Smith Solicitor Wigan - - - - -.

SIGNED SEALED AND DELIVERED by the said James Lyon in the presence of - - - - -

Michael Jackson Solicitor Wigan - - - - -.

SIGNED SEALED AND DELIVERED by the said William Jewkes Griffin Ralph Collier and Isaiah Brown in the presence of - - - - -

Reginald Caldwell Clerk with Mr Arthur Smith Solicitor Wigan - - - - -

SIGNED SEALED AND DELIVERED by the said Matthew Butterworth Taylor in the presence of - - - - -

Fred Walker Solicitor with the said Arthur Smith - - - - -

This is the Trust Deed referred to in an Award dated the 6<sup>th</sup> day of May 1927 of me the undersigned made under an Agreement of Reference dated the 13<sup>th</sup> day of October 1926 - - -

Henry Brierley -- Arbitrator - - - - -

WITNESS to the signature of Henry Brierley - - - - -

James Taberner County Court Officer Wigan – Chief Clerk - - - - -

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