

DATED December 19th 1931

Henry Wheeler de Forest and
Julia Noyes de Forest

Copy

DECLARATION OF TRUST

of the Rotherwick Village Hall Charity.

Charity Commission.
Noted Vol.252 fo.281
Enrolment and Record
Received 12 Mar.1932.
327/32.

Wills Chandler & Burrows,
Basingstoke.

Stamp 10/-

1. THIS DECLARATION OF TRUST is made the nineteenth day of December One thousand nine hundred and thirty one BY GILBERT STAPLETON Clerk in Holy Orders EDWARD WALTER COMYN Lieutenant Colonel (Retired List) C.M.G. D.S.O. and MARK AVENT Doctor of Medicine all of Rotherwick in the County of Hants (hereinafter called "the Trustees").
2. Henry Wheeler de Forest and Julia Noyes de Forest both of the Town of Oysterbay County of Nassau and State of New York in the United States of America and sometime of Tynney Hall Rotherwick aforesaid (hereinafter called the donors) have in memory of their late son Charles Noyes de Forest provided a sum of money (1) for the purchase of a site in the parish of Rotherwick aforesaid on the north side of the Village Street there and having a frontage thereto of Three hundred and sixty six feet or thereabouts (2) for the erection thereon of a village hall and (3) as an endowment fund for the said Village Hall and grounds.
3. The trust shall be known as the Rotherwick Village Hall Charity and the Trustees shall be Trustees of the Charity for the purpose of holding any real or personal property from time to time belonging to the Charity which shall from time to time be vested in them as such Trustees. The Trustees shall be authorised if they think fit to vest in the Official Trustee of Charity Lands all or any of the charity lands vested in the Trustees in relation to the said Trust which can by law be vested in such Official Trustee.
4. FOR the purpose of giving effect to the wishes of the said donors in connexion with the Charity the Trustees have agreed to execute such declaration of trust as hereinafter appearing.
5. The above mentioned Charity and the endowment thereof consisting of the land and building aforesaid and all other the endowments of the said Charity shall be administered and managed by the Trustees and their successors Rector and Churchwardens of Rotherwick for the time being.
6. Any Trustee who is absent from all meetings of the Trustees during a period of one year or who commits an act of Bankruptcy or who is incapacitated from acting or who in writing refuses to act shall thereupon cease to be a Trustee unless and until he is reappointed to the Office which qualifies him as a Trustee.
7. The first meeting of the Trustees shall be summoned by the said Reverend Gilbert Stapleton or if he fails for one calendar month after the execution of this deed to summon a meeting by the other two Trustees.

8. The Trustees shall at their first ordinary meeting in each year elect one of their number to be Chairman of their meetings for the year. They shall make regulations for supplying his place in case of his death resignation or absence. The Chairman shall always be re-eligible.
9. A special meeting may at any time be summoned by the Chairman or any two trustees upon four days' notice given to the other Trustees of the matters to be discussed.
10. There shall be a quorum when two Trustees are present at a meeting.
11. Every matter shall be determined by the majority of votes of the Trustees present and voting on the question In case of equality of votes the Chairman shall have a casting vote whether he has or has not previously voted on the same question but no Trustee shall in any other circumstances give more than one vote.
12. With the consent of the said donors or the survivor of them during their respective lives and after their death at the discretion of the Trustees the Trustees may restore alter or make additions to the said existing building and acquire additional land to be held as aforesaid. Provided that for all the purposes of this clause the Trustees shall act subject to the approval of the Charity Commissioners.
13. The Trustees may receive subscriptions or donations for application for the purposes of the last preceding clause hereof or for any other purposes in connexion with the Charity.
14. The Trustees shall appropriate the building or buildings for the time being belonging to the Charity for the benefit of the inhabitants of the parish of Rotherwick and the neighbourhood thereof in any one or more of the following ways:-
- (a) As a meeting place for the children resident in or near the Parish and the holding of entertainments of any suitable kind in whole or in part for their benefit.
 - (b) As a school for the education of persons of any class such persons to be of any religious denomination or persuasion.
 - (c) As class or lecture rooms for confirmation classes or for religious instruction or for secular instruction.
 - (d) As a place of meeting for the clergy or for district visitors scripture readers and others carrying on work for promoting spiritual moral or social welfare.

- (e) For meetings of local committees of societies or institutions to promote any religious or charitable purpose or for meetings in aid or for the benefit of any such societies or institutions.
- (f) For drills and meetings held by the Boys Scouts Association or by the Girl Guides Association or for meetings in aid or for the benefit of such Associations.
- (g) For meetings of cricket, football and athletic clubs, musical associations Womens Institutes and other similar organisations.
- (h) For dances whist drives or exhibitions of arts or crafts.
- (i) For theatrical musical cinematograph or other entertainments of a similar nature.
- (j) For political meetings promoted by the local branch of any political party or for meetings for the discussion of trade or social questions.
- (k) As a clinic under any public health authority.

PROVIDED as follows:-

- (1) The Trustees may let or lend the said building or buildings or any part thereof for use as aforesaid upon such terms as to rent (if any) or otherwise as they may determine.
- (2) The user of any part of the said building or buildings shall not be restricted or granted on special or privileged terms to any particular religious denomination or political party.

15. THE Trustees may from time to time make rules not inconsistent with any of the provisions of this deed for the regulation and management of the building or buildings for the time being belonging to the Charity and the conduct of all persons resorting thereto and the terms and conditions (including if and so far as the Trustees think proper the payment of fees or subscriptions) upon which the said building or buildings shall be used as aforesaid and revoke or vary such rules.

16. THE Trustees shall first defray out of the income of the Charity including the income of the said Endowment Fund the cost of ordinary repairs rates insurance and all other recurrent charges and outgoings payable in respect of the property of the Charity and all the costs charges and expenses of and incidental to the administration and management of the Charity.

17. Any residue of income of the Charity shall be applied by the Trustees for such purposes in connexion with the Charity as they deem expedient.
18. The Trustees may in their discretion (a) delegate to any of their powers of management or some of them to an Executive Committee appointed at a meeting of residents of the said parish such meeting being convened by the Trustees at any time by notice in writing suspended on the said building or buildings seven clear days at least before the meeting and (b) from time to time revoke such delegation by three months notice in writing served on the Chairman or Secretary of the said Committee or suspended on the said building or buildings and on such revocation taking effect either retain their powers of management or delegate such powers or some of them to a fresh Committee appointed as aforesaid. The Trustees shall be ex officio members of the said Executive Committee.
19. The Trustees shall pay the capital of the said endowment fund to the Official Trustee of Charitable Funds for investment at simple interest such interest to be ordinary income of the Charity and to be paid to such Bank or person as the Trustees shall direct. The Trustees may apply the capital of the Endowment Fund or any part thereof for all or any of the purposes mentioned in Clause 12 hereof.
20. The Trustees shall under the authority of an Order of the Charity Commissioners remit a yearly sum of not less than Five pounds to the Official Trustees of Charitable Funds for investment at compound interest so as to provide a fund (hereinafter called "the Extraordinary Repair Fund") for extraordinary repair of the said building or buildings or for any of the purposes mentioned in Clause 12 hereof. If and so long as the values of the stocks held to the credit of the Extraordinary Repair Fund and of the said Endowment Fund or of either of such Funds amount together to Five hundred pounds at the mean market price of the day the Trustees may suspend the yearly payment and may apply the income of the Extraordinary Repair Fund as ordinary income of the Charity.
21. IN WITNESS whereof the said parties have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered by the)
said Gilbert Stapleton Edward Walter)
Comyn and Mark Avent in the presence)
of)

Gilbert Stapleton L.S.
Edward W. Comyn L.S.
Mark Avent L.S.

Frances E. Maslen
Hartford Cottage,
Rotherwick,
Basingstoke,
Hants.
Widow.