

*Trust Deed*

**Lazlett's Charity.**

CONVEYANCE

OF

THE MANOR, ADVOWSON, TITHE RENT  
CHARGE, AND ESTATE OF HINTON-ON-  
THE - GREEN, IN THE COUNTY OF  
GLOUCESTER,

TO

CHARITABLE USES.

---

INROLLED IN THE HIGH COURT OF JUSTICE (CHANCERY  
DIVISION) ON THE 17<sup>TH</sup> FEBRUARY, 1879, ACCORDING TO THE  
TENOR OF THE STATUTES MADE FOR THAT PURPOSE.

---

WORCESTER:

PRINTED BY KNIGHT AND PORTER, CHRONICLE OFFICE, THE AVENUE, CROSS.  
1879.

# Laslett's Charity.

CONVEYANCE

OF

THE MANOR, ADVOWSON, TITHE RENT  
CHARGE, AND ESTATE OF HINTON-ON-  
THE - GREEN, IN THE COUNTY OF  
GLOUCESTER,

TO

CHARITABLE USES.

---

INROLLED IN THE HIGH COURT OF JUSTICE (CHANCERY  
DIVISION) ON THE 17<sup>TH</sup> FEBRUARY, 1879, ACCORDING TO THE  
TENOR OF THE STATUTES MADE FOR THAT PURPOSE.

---

WORCESTER :

PRINTED BY KNIGHT AND PORTER, CHRONICLE OFFICE, THE AVENUE, CROSS.  
1879.

## OUTLINE.

	PAGE	CLAUSE
Date .....	1	
Parties .....	" "	
Recital of Conveyance to Mr. Laslett .....	" "	
,, intention to convey to Charitable purposes ...	" 2	
Conveyance of		
The Manor, Advowson, Tithe Rent Charge, and Estate of Hinton-on-the-Green in the County of Gloucester .....	" "	
To Thomas Southall .....	" 3	
To the use of the Trustees, upon the Charitable trusts hereinafter mentioned .....	" 4	

### I.—AS TO THE OBJECTS OF THE CHARITY.

Name .....	1
Net rents to be applied to all or one or more of the following objects .....	2
Abberton Church .....	A "
Flyford Flavel Church .....	B "
Rectory of Hinton-on-the-Green .....	C "
Churches and Chapels .....	D "
Clergymen.....	E "
Promoting Religious Knowledge .....	F "
Lay Scripture Readers .....	G "
Missionaries .....	H "
Maintaining the principles of the Church of England...	I "
Poor Persons.....	J "
Almshouses .....	K "
Poor Children .....	L "
Home for poor Children .....	M "
Hospitals and Infirmaries.....	N "
Coal, Food, and Clothing .....	O "
Objects generally .....	P "
Full discretion to the Trustees as to the objects .....	3
Mode of application of rents and profits .....	4
Power to accumulate rents and profits .....	5

II.—AS TO THE PROCEEDINGS OF THE TRUSTEES.

	CLAUSE
First meeting and half-yearly Meetings of the Trustees.....	6
Time and place of Meeting .....	7
Trustees to appoint Meetings and Special Meetings may be called ...	8
Power to adjourn and make regulations as to Meetings.....	9
Quorum.....	10
Provision for Quorum not being present .....	11
Chairman .....	12
Voting at Meetings .....	13
Power to dispose of rents and profits in hand .....	14
Restriction as to dispositions of future income.....	„
Minutes to be kept and Accounts .....	15
Minutes to be signed.....	16
Accounts to be audited .....	17
Excess of Expenditure in any year to be reimbursed next year ...	„
Clerk.....	18
Receiver .....	19
Clerk and Receiver .....	20
Trustee may be appointed Receiver .....	21

III.—AS TO THE MANAGEMENT OF THE TRUST ESTATE.

Management of the Trust Estate .....	22
Payment of outgoings and expenses .....	23
Power to grant Leases for 21 years .....	24
Power to grant Building Leases .....	25
Power to sell.....	26
Investment of surplus income .....	27
Receipts to be good discharges.....	28
Power to make rules and regulations.....	29
Appointment of new Trustees .....	30
Indemnity of Trustees .....	31
Trustee may act as Solicitor.....	32
Schedule .....	PAGE 18

# Laslett's Charity.

## Trust Deed.

---

This Indenture made the seventeenth day of January in the year of our Lord One thousand eight hundred and seventy-nine BETWEEN WILLIAM LASLETT of Abberton Hall in the County of Worcester Esquire of the first part THOMAS SOUTHALL of the City of Worcester Gentleman of the second part and THE RIGHT HONORABLE FREDERICK EARL BEAUCHAMP of Madresfield in the County of Worcester Lord-Lieutenant of the County of Worcester and Lord Steward of Her Majesty's Household SIR EDMUND ANTHONY HARLEY LECHMERE of the Rhydd Court in the County of Worcester Baronet M.P. THE REVEREND CHARLES ARTHUR BAKER of the Parish of Hinton-on-the-Green in the County of Gloucester Clerk in Holy Orders ROBERT BRIDGES BELLERS of the Grove in the City of Worcester late a Lieutenant-Colonel in Her Majesty's Service the said WILLIAM LASLETT and THOMAS SOUTHALL and WILLIAM STALLARD of the City of Worcester Gentleman of the third part WHEREAS by an Indenture bearing date the twenty-fifth day of March One thousand eight hundred and sixty-eight (and duly enrolled in the High Court of Chancery on the twenty-eighth day of the same month) and made between George Burdon of Haddon House in the County of Northumberland Esquire of the first part Elizabeth Mary Baker Cresswell wife of Addison John Baker Cresswell of Cresswell in the County of Northumberland Esquire of the second part the said Addison John Baker Cresswell of the third part Oswin Cumming Baker Cresswell of Cresswell

Date.

Parties.

Recital of Conveyance to Mr. Laslett.

aforesaid Esquire of the fourth part and the said William Laslett of the fifth part All the Manor advowson rent-charges messuages farms lands and hereditaments hereinafter described and intended to be hereby conveyed with the appurtenances thereto belonging Were appointed and conveyed unto and to the use of the said William Laslett his heirs and assigns for ever subject to the several leases and tenancies of several parts thereof specified in the Schedule thereunder written and as to the said Tithe rent charges subject to a payment of eight shillings and eight pence in respect of procurations or synodals at every triennial Visitation AND WHEREAS the said William Laslett hath determined to devote the said hereditaments and premises to the Charitable purposes hereinafter mentioned and the said other persons parties hereto of the third part have agreed to become Trustees thereof for such purposes NOW THIS INDENTURE WITNESSETH that for effectuating the said determination HE the said William Laslett DORN by this present Deed indented and sealed and delivered by him in the presence of two credible Witnesses and intended to be forthwith enrolled in the Chancery Division of Her Majesty's High Court of Justice grant and convey unto the said Thomas Southall his heirs and assigns ALL the Manor or Lordship or reputed Manor or Lordship of Hinton-on-the-Green in the County of Gloucester AND ALL the Advowson right of patronage and presentation of and to the Rectory of Hinton-on-the-Green aforesaid AND ALSO ALL the annual sums or rent charges in commutation of Tithes of Two hundred and thirty four pounds from all the lands in the Parish of Hinton-on-the-Green aforesaid except the Glebe and Two pounds from the Glebe when not in the manurance of the Owner which were upon the commutation of the Tithes of the said Parish apportioned to the Lord Bishop of Gloucester and Bristol and his Lessees AND ALSO ALL and singular the capital and other messuages farms farm-houses water-corn-mill cottages

Intention to convey to Charitable purposes.

Conveyance

of the Manor,

Advowson,

Tithe Rent Charges,

and Estate of Hinton-on-the-Green,

woods underwoods coppices lands tenements and other hereditaments situate or arising in the Parish of Hinton-on-the-Green in the County of Gloucester specified and comprised in the hereinbefore recited Indenture bearing date the twenty-fifth day of March One thousand eight hundred and sixty eight and more fully described in the Schedule thereto (a copy whereof is hereunder written) and so far as the same are capable of delineation delineated in the Plan annexed to the said recited Indenture and therein colored as indicated in the said Schedule AND ALL other (if any) the lands tenements and hereditaments of him the said William Laslett situate in the said Parish of Hinton-on-the-Green TOGETHER with all buildings erections fixtures lands pastures feedings wastes warrens commons mines minerals quarries furze trees woods underwoods coppices and the ground and soil thereof fences hedges ditches ways waters watercourses fishings fisheries fowlings Courts Leet Courts Baron and other Courts Views of Frank-pledge mills mulctures customs tolls duties reliefs heriots fines moneys waifs estrays rents services royalties jurisdictions franchises liberties privileges easements profits advantages emoluments hereditaments and appurtenances whatsoever to the said Manor messuages lands and hereditaments or any of them belonging or appertaining or with the same or any of them now or heretofore demised occupied or enjoyed or reputed or known as part parcel or member of them or any of them or appurtenant thereto AND ALL yearly and other rents issues and profits thereof AND ALL the estate right title interest property claim and demand whatsoever of the said William Laslett in to and upon the said hereditaments and premises TO HAVE AND TO HOLD the said Manor advowson rent-charges messuages farms lands and hereditaments and all other the premises expressed to be hereby conveyed unto the said Thomas Southall and his heirs from the sealing and delivery of these presents by the said William Laslett (and without any power of revocation reservation trust condition

in the County of  
Gloucester,

To Thomas Southall,

limitation clause or agreement whatsoever for the benefit of the said William Laslett or of any person claiming under him and with the benefit of the rents reserved by and payable in respect of the subsisting leases and tenancies of parts of the said hereditaments and premises but subject to the same leases and tenancies during the continuance thereof and subject as to the said Tithe rent charges to a payment of eight shillings and eight pence to which the same are now subject in respect of procurations or synodals at every triennial Visitation) To THE USE OF the said Frederick Earl Beauchamp Sir Edmund Anthony Harley Lechmere Charles Arthur Baker Robert Bridges Bellers William Laslett Thomas Southall and William Stallard their heirs and assigns for ever NEVERTHELESS UPON TRUST that the said Frederick Earl Beauchamp Sir Edmund Anthony Harley Lechmere Charles Arthur Baker Robert Bridges Bellers William Laslett Thomas Southall and William Stallard and the survivors and survivor of them and the heirs of such survivor and other the Trustees or Trustee for the time being of these presents (all and every of whom are and is hereinafter referred to by and included in the expression "the Trustees") shall stand seized and possessed of or interested in the said several premises to and for the charitable intents and purposes and with under and subject to the powers regulations and provisions hereinafter expressed and contained.

To the use of the Trustees,

Upon the Charitable trusts hereinafter mentioned.

Declaration of the objects of the Charity.

AND THIS INDENTURE ALSO WITNESSETH that for further effectuating the said determination it is hereby agreed and declared as follows (that is to say)

I.—AS TO THE OBJECTS OF THE CHARITY.

Name.

1. THE Charity shall be called and known as "Laslett's Charity."

Net rents to be applied to all, or

2. THE Trustees shall from time to time apply the net rents and profits of the said trust premises in or

towards all or any one or more exclusively of the others or other of the following objects (that is to say) :—

one or more, of the following objects:—

- (A.) RESTORING rebuilding repairing or fitting up or assisting in the restoration rebuilding repair or fitting up of the Parish Church of Abberton in the County of Worcester. Provided that the Trustees shall not expend on the said Church more than the sum of £1,500 in all. Abberton Church.
- (B.) CONTRIBUTING towards the repair restoration rebuilding or refitting of the Parish Church of Flyford Flavel in the County of Worcester. Flyford Flavel Church.
- (C.) INCREASING the annual income of the living of the Rectory of the said Parish of Hinton-on-the-Green by an amount not exceeding altogether the sum of £100 per annum And the Trustees may at any time or times if they think fit effect such increase by permanently making over to the said Rectory an amount or amounts not exceeding altogether the said sum of One hundred pounds per annum out of the said rent charges hereby granted and conveyed. Rectory of Hinton-on-the-Green.
- (D.) ASSISTING in the repair restoration rebuilding or refitting of any Churches and Chapels connected with the Established Church of England. Churches and Chapels.
- (E.) ASSISTING by grants or annuities poor aged or infirm Clergymen of the Church of England or their Widows or Children. Clergymen.
- (F.) PROMOTING religious knowledge among the poor by the dissemination of the Bible and other Christian Books and Publications. Promoting religious knowledge.
- (G.) PROVIDING or assisting in providing Lay Scripture Readers to read the Scriptures from Lay Scripture Readers.

house to house and hold classes lectures and services in poor districts under the superintendence in each case of the Incumbent or other Church of England Clergyman in charge of the Parish or district.

Missionaries.

(H.) PROVIDING and supporting or contributing to the support of Missionaries either for Home or Foreign Missions or both but in each case in connection with the Church of England.

Maintaining the principles of the Church of England.

(I.) MAINTAINING the principles and doctrines of the Established Church of England and preserving the purity of Protestant Worship in such Church.

Poor persons.

(J.) ASSISTING poor aged or infirm persons in such manner as the Trustees may think fit.

Almshouses.

(K.) PROVIDING and maintaining Almshouses or other Homes for aged poor men or women either in conjunction with or separate from and in addition to the Almshouses in the City of Worcester already established and endowed by the said William Laslett and making allowances to the Inmates of any of the said Almshouses and other Homes so to be provided and maintained or already established and endowed as aforesaid for their maintenance and clothing.

Poor Children.

(L.) MAINTAINING educating and teaching poor Children who have lost one or both of their Parents and other destitute neglected or ill-treated Children.

Home for poor Children.

(M.) PAYING for the admission of such Children into suitable Homes and Institutions and for their maintenance and education there or at the option of the Trustees building and maintaining a Home or Institution for the reception of such Children

as aforesaid either on part of the said trust premises or on any other land by law applicable for such purposes or that may hereafter become legally applicable for such purposes.

- (N.) PROVIDING and maintaining or contributing to Hospitals and Infirmaries for the relief of poor persons suffering from disease or accident.
- (O.) SUPPLYING coal food and clothing or any of them to deserving persons in times of inclement weather or urgent need. Coal, food, and clothing:
- (P.) AND generally feeding the hungry clothing the naked and causing the Gospel to be preached to the poor in such manner as the Trustees shall from time to time deem most beneficial. Objects generally.
3. THE foregoing statement of the objects of the Charity shall not bind the Trustees to carry out the said objects in the order hereinbefore set forth or compel them to divide the net rents and profits of the said trust premises among all the said objects but they shall have uncontrolled liberty and discretion from time to time to apply the said rents and profits for such one or more of the said objects as they shall for the time being deem most beneficial. Full discretion to the Trustees as to the objects.
4. THE Trustees may from time to time either themselves apply the said rents and profits in and towards the aforesaid objects or any of them or pay the same or any part or parts thereof to any Society or Societies or person or persons for the time being engaged in promoting such objects or any of them without being concerned to see to the application of the sum or sums so paid or being answerable for the loss misapplication or non-application thereof. Mode of application of rents and profits.

Power to accumu-  
late rents and  
profits.

5. THE Trustees shall not be bound to apply in any one year the whole net rents and profits of such year in manner aforesaid but may from time to time in case they shall deem it expedient for the purpose of carrying out any of the objects aforesaid or the trusts of these presents retain and accumulate all or any part of such rents and profits and apply the same and the accumulations thereof in manner aforesaid in any succeeding year or years.

II.—AS TO THE PROCEEDINGS OF THE TRUSTEES.

First Meeting and  
Half-yearly Meet-  
ings of the Trustees.

6. THE Trustees shall hold a Meeting at twelve o'clock at noon on Saturday the fifteenth day of February next after the day of the date of these presents at the Board Room of Laslett's Almshouses in the City of Worcester for the transaction of the business of the Charity and shall hold half-yearly Meetings in the City of Worcester for the further transaction of the business of the Charity on such days at such time and at such place within the said City as the said Trustees shall from time to time appoint.

Time and place of  
Meeting.

7. UNTIL otherwise appointed by the Trustees such Meetings shall be held at twelve o'clock at noon on the first Saturday in January and the first Saturday in July in every year at the Board Room of Laslett's Almshouses aforesaid.

Trustees to appoint  
Meetings.

8. THE Trustees may also hold Meetings at such other times and places as they shall from time to time appoint and Special Meetings of the Trustees may be called by any two of the Trustees or by the Clerk of the Trustees or any other person authorised by them so to do.

and Special Meet-  
ings may be called.

Power to adjourn,  
and make regula-  
tions as to, Meet-  
ings.

9. THE Trustees may adjourn their Meetings from time to time and may from time to time make such regulations (not inconsistent with the provisions herein contained) with respect to their Meetings

and the mode of convening the same as they may think fit.

10. At all Meetings of the Trustees one half of the number of the Trustees for the time being capable of acting or such other number as the Trustees shall from time to time determine not being in any case less than three shall form a Quorum for all purposes except in the cases herein otherwise expressly provided for. Quorum.
11. In case the requisite Quorum be not present within half an hour after the time appointed for any Meeting or adjourned Meeting the Trustee or Trustees present at the expiration of such half hour may adjourn the Meeting to such day time and place as he or they may think fit and if no Trustee be present the same shall stand adjourned to that day fortnight at the same hour and place And due notice of such adjournment shall be given in the mode for the time being required with respect to the convening of Meetings. Provision for Quorum not being present.
12. The Trustees present at each Meeting shall elect a Chairman of such Meeting and in case of the Chairman vacating the Chair before the close of the Meeting shall elect another Chairman in his place. Chairman.
13. ALL questions arising at or submitted to any Meeting of the Trustees shall be determined by a majority of the votes of the Trustees present and in case of equality of votes the Chairman for the time being in addition to his original vote shall have a casting vote except as to such Resolutions as must under the provisions herein contained be passed by an actual majority of the Trustees present. Voting at Meetings.
14. THE Trustees present at any half-yearly Meeting hereinbefore directed to be held or at any Special or other Meeting duly convened in manner directed by the regulations for the time being in force with reference thereto shall have full power to dispose of Power to dispose of rents and profits in hand.

all or any part of the net rents and profits then in hand for such of the objects hereinbefore expressed as the Trustees present at such Meeting may determine and otherwise for the purposes of these presents but it shall not be lawful for the Trustees to make any disposition of any part of the future income of the said trust premises except by a Resolution passed by an actual majority of the Trustees present at some half-yearly Meeting or Special or other Meeting duly convened and held and confirmed by a Resolution passed by an actual majority of the Trustees present at the next half-yearly Meeting or at a Special Meeting duly convened for the purpose and held not less than one calendar month and not more than six calendar months after the Meeting at which the first mentioned Resolution shall have been passed.

Restriction as to  
dispositions of  
future income.

Minutes to be kept, 15. THE Trustees shall cause to be kept Minutes of all Resolutions passed elections made and orders given by and other proceedings of the Trustees in the execution of the trusts of these presents and of all other matters relating to the said trust premises and the Charity and shall also cause to be kept distinct and regular Accounts of all the rents profits and income of the said trust premises and of the Charity and of all the payments made thereout or in respect thereof and shall provide the necessary Books for keeping and entering such Minutes and Accounts respectively.

and Accounts.

Minutes to be signed. 16. THE Minutes of every Meeting of the Trustees shall be signed by the Chairman of such Meeting or the Chairman of the next succeeding Meeting.

Accounts to be audited. 17. THE Accounts of all moneys received and paid by and on behalf of the Trustees and the Charity shall be made up and balanced to the thirty-first day of December in every year and shall be examined and

audited and compared with the vouchers by the Trustees at some Meeting held within three calendar months next after the expiration of such year or by a Committee of the Trustees specially appointed by them for that purpose. And if at any time at the auditing of the said Accounts as hereinbefore directed it shall appear that the moneys expended in the previous year have exceeded the balance in hand at the commencement of such year and the clear income of the said trust premises and of the Charity during such year then and so often as the same shall happen such excess shall be reimbursed and satisfied out of the first moneys which shall have been or shall be received under these presents during the then current year.

Excess of Expenditure in any year to be reimbursed in next year.

18. THE Trustees shall from time to time appoint a Clerk at such Salary as they may from time to time determine to convene and attend their Meetings and take and keep the Minutes of their proceedings and do all such other acts and things as they shall from time to time direct and may at pleasure dismiss such Clerk.

Clerk.

19. THE Trustees shall also from time to time appoint a Receiver of the rents and profits of the said trust premises at such Salary or with such Commission as they may from time to time determine and may at pleasure dismiss such Receiver. And such Receiver shall under the direction from time to time of the Trustees have all such powers of management of the same premises as the Trustees are hereinafter authorised to exercise by themselves or by the Receiver under their direction and shall keep Accounts of all moneys received and expended by him on account of the Trustees and of the Charity and shall discharge such other duties as the Trustees shall from time to time direct.

Receiver.

Clerk and Receiver. 20. THE same person may be appointed as both Clerk and Receiver and the Trustees may require any Clerk or Receiver to give adequate security for the moneys coming to his hands.

Trustee may be appointed Receiver. 21. ANY one of the Trustees of these presents shall be eligible to be appointed from time to time and to receive a Salary as Receiver under these presents (but shall not be eligible as Clerk) and his Salary as such Receiver shall not exceed £100 per annum.

### III.—AS TO THE MANAGEMENT OF THE TRUST ESTATE.

Management of the Trust Estate. 22. THE Trustees by themselves or the Receiver for the time being under their direction shall have full power from time to time at their or his discretion to cut down any timber coppice wood and poles on the said trust premises and to sell and dispose of the same whether cut down or growing either by public auction or private contract and to plant fruit trees or timber trees on any part or parts of the said trust premises and to pull down repair or alter any messuages or tenements or buildings and erect others in lieu thereof or in addition thereto and to drain any part or parts of the said trust premises and make such other alterations and improvements in and to the said trust premises as they or he may deem desirable And to insure and keep insured all or any messuages or tenements and buildings from time to time forming part of the said trust premises against loss or damage by fire in such sum or sums of money as the Trustees may deem proper (but which insurance it shall not be incumbent on the Trustees to effect or continue) And generally to manage the said trust premises in such manner as the Trustees or the Receiver under their direction may deem most expedient and as if the Trustees were the absolute and beneficial owners thereof.

23. THE Trustees may from time to time out of the rents and profits of the said trust premises pay all rates taxes assessments and outgoings in respect of the said trust premises or any part thereof which shall not be payable by the lessces tenants or other occupiers thereof and the cost of all such repairs alterations and additions to any of the said messuages or tenements or buildings or other the said trust premises as the Trustees or the Receiver for the time being under their direction shall deem necessary and the cost of any such insurance as aforesaid and the salaries of the Clerk and Receiver and all expenses attending the preparation and completion of these presents and attending the management of the said trust premises and receiving the rents and profits thereof and the keeping of proper Accounts of such rents and profits and of other the income of the Charity and of the payment and application thereof and all other expenses which the Trustees may incur in and about the execution of the trusts of these presents and in or about the management of the Charity.
- Payment of outgoings and expenses.
24. THE Trustees may from time to time lease all or any part of the said trust premises to any person or persons for any term not exceeding twenty-one years to take effect in possession from the granting of the said Lease or within six calendar months from the granting thereof so that there be reserved on every such Lease the best yearly rent or rents to be incident to the immediate reversion of the said premises that can be reasonably obtained for the same without taking anything in the nature of a fine or premium for the making thereof and so that there be therein contained a clause for re-entry on nonpayment of any rent thereby reserved in case the same shall remain unpaid for any space exceeding thirty days after the same shall have been demanded in
- Power to grant leases for twenty-one years.

manner to be expressed in the said Lease and so that the Lessee or Lessees do execute a counterpart thereof and do thereby covenant for the due payment of the rent thereby reserved and be not made unimpeachable for waste.

Power to grant Building Leases. 25.

THE Trustees may also from time to time lease all or any part of the said trust premises to any person or persons who shall covenant to improve the same by building thereon any house erection or other building or to rebuild or repair any house erection or building which now is or hereafter shall be thereon and to expend in the same improvements or any of them such sum or sums of money as shall by the Trustees be thought adequate to the interest to be parted with for any term of years not exceeding ninety-nine years to take effect in possession from the granting of the said Lease or within six calendar months from the granting thereof so that there be reserved on every such Lease the best yearly rent or rents to be incident to the immediate reversion of the said premises that can be reasonably obtained for the same having regard to the moneys so to be expended by the Lessee or Lessees as aforesaid without taking anything in the nature of a fine or premium for the making thereof (except that during the first three years of the term any rent smaller than the rent to be ultimately payable may be reserved) and so that there be therein contained a clause for re-entry on nonpayment of any rent thereby reserved in case the same shall remain unpaid for any space exceeding thirty days after the same shall have been demanded in manner to be expressed in the said Lease and so that the Lessee or Lessees do execute a counterpart thereof and do thereby covenant for the due payment of the rent thereby reserved and be not made unimpeachable for waste except such as may be incident to the buildings

and improvements to be erected and made by him or them.

26. THE Trustees may from time to time sell all or any part or parts of the said trust premises and in case of every or any such sale the provisions in that behalf of the Act of the 23rd and 24th years of the reign of Her Majesty Queen Victoria chapter 145 or any subsisting statutory modification thereof shall apply thereto and to the proceeds thereof. Provided that no such proceeds shall be invested in the purchase of Copyhold or Customary or Leasehold hereditaments And that no sale of any part of the said trust premises shall be made unless the same shall have been authorized by a Resolution passed by an actual majority of the Trustees present at some half-yearly Meeting or Special or other Meeting duly convened and held and confirmed by a Resolution passed by an actual majority of the Trustees present at the next half-yearly Meeting or at a Special Meeting duly convened for the purpose and held not less than one calendar month and not more than six calendar months after the Meeting at which the first-mentioned Resolution shall have been passed.

Power to sell.

Land Commission  
Act.

27. In case in any year there shall be any surplus of the said rents and profits or of the income of the Charity remaining unexpended the Trustees may temporarily invest such surplus in the names of any three of their body in the purchase of £3 per centum Consolidated Bank Annuities or otherwise at interest as the Trustees shall think fit and shall in some succeeding year or years apply such surplus and the net moneys to arise from the sale and conversion of any investments thereof and any accumulations thereof in like manner as if the same were rents and profits of the said trust premises accrued during the year or years in which they shall be so applied.

Investment of surplus Income.

Receipts to be good discharges.

28. EVERY receipt in writing which shall be given in the exercise of his duties by any person appointed by Resolution of the Trustees as their Clerk or Receiver for the time being or who shall by Resolution of the Trustees be authorized to receive the rents and profits of the said trust premises or any other moneys on behalf of the said Trustees or which shall be given by any two of the said Trustees for any such rents and profits or other moneys payable to the Trustees under or by virtue of these presents shall be a legal discharge to the person or persons paying the same respectively and shall exonerate such person or persons respectively from all obligation of seeing to the application thereof and from all lien and liability by reason of the loss misapplication or nonapplication thereof or of any part thereof.

Power to make rules and regulations.

29. SUBJECT to the provisions of these presents the said trust premises and the Charity shall be managed and governed under and by such rules and regulations as shall from time to time hereafter be made by the Trustees for the management and governance thereof And the Trustees may accordingly from time to time make such rules and regulations not being inconsistent with the provisions of these presents and may from time to time repeal alter or rescind all or any of the rules and regulations made by them and make others in lieu thereof Provided that no such rules and regulations shall be made repealed altered or rescinded by the Trustees except at a Meeting duly convened by a Notice stating the intention to make repeal alter or rescind such rules and regulations.

Appointment of new Trustees.

30. WHENEVER any of the Trustees shall die or go to reside abroad or desire to be discharged from or refuse or decline to act in the Trusteeship or become bankrupt or enter into any agreement for liquidation of his estate or make any composition with his

creditors or cease to be a member of the Church of England (each of which acts and things shall be a disqualification to continue to act) or otherwise become unfit or incapable to act in the Trusteeship it shall be lawful and whenever the number of Trustees shall from any cause whatsoever be reduced to three it shall be imperative for the surviving remaining or continuing Trustees or Trustee for the time being competent to act (if any) or the acting executors or administrators or executor or administrator of the last surviving and continuing Trustee or for the last retiring Trustee or Trustees by writing to nominate and appoint a sufficient number of other fit and proper persons being members of the Church of England to be a Trustee or Trustees in the place or places of the Trustee or Trustees so dying going to reside abroad desiring to be discharged refusing declining or becoming disqualified or incapable as aforesaid And upon any appointment of new Trustees the number of Trustees may be augmented so that the total number shall not exceed twelve and may again be reduced to a number not less than seven and upon any appointment of a new Trustee or new Trustees a conveyance shall be executed to such newly-appointed Trustee or Trustees jointly with the surviving or continuing Trustees or Trustee or to the newly-appointed Trustees alone as the case may require and the same shall be executed as well by the surviving or continuing Trustee or Trustees (if any) as by the new Trustee or Trustees.

31. EVERY Trustee of these presents shall be chargeable only with such moneys and effects as he shall actually receive and shall not be answerable for the acts defaults or receipts of any Clerk or Receiver appointed under these presents or of any of his Co-trustees notwithstanding his joining in any receipt or other act for conformity only and shall not be answerable for any Banker or other person with whom any of the

Indemnity to  
Trustees.

trust moneys or effects may be deposited for the purpose of or until investment or for safe custody or otherwise nor for any loss whatsoever happening to the said trust premises or to the Charity unless the same shall happen through his own wilful act neglect or default And shall be at liberty to retain and to allow to his Co-trustees or Co-trustee out of any moneys or effects coming to his hands by virtue of these presents all costs charges and expenses of and incident to the execution of the trusts hereof.

Trustee may act as Solicitor.

32. ANY Solicitor who shall at any time be a Trustee of these presents may if the Trustees so resolve act as Solicitor to them and to the said trust premises and the Charity and as such be allowed the same professional and other charges for his professional services as such Solicitor as he could lawfully make as such Solicitor if he were not himself a Trustee.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

#### THE SCHEDULE REFERRED TO.

BEING A COPY OF THE SCHEDULE TO THE CONVEYANCE TO THE SAID WILLIAM LASLETT HEREINBEFORE RECITED.

The Manor or reputed Manor of Hinton-on-the-Green in the County of Gloucester.

All those annual sums or rent charges in commutation of Tithes of Two hundred and thirty-four pounds from all the lands of and in the Parish of Hinton-on-the-Green except the Glebe and Two pounds from the Glebe when not in the manurance of the owner which were upon the Commutation of the Tithes of the said Parish apporportioned to the Lord Bishop of Gloucester and Bristol and his Lessees and were comprised in the thereinbefore recited Indenture of twentieth August One thousand eight hundred and sixty-three as one annual rent charge of Two hundred and thirty-six pounds.

The perpetual Advowson of the Rectory of Hinton-on-the-Green aforesaid subject to the life of the present Incumbent.

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
<b>MANSION HOUSE FARM</b> (Colored Purple on Plan) Lately in the occupation of the Executors of the late Mrs. Kitty Gough on a tenancy from year to year containing 198a. 3r. 5p.					
124	Further Cow Grounds .....	Old Grass	14	0	15
122 and 126	} Upper Great Ground .....	Ditto	12	0	9
127	Further ditto .....	Arable	24	3	24
130	Upper Brook Meadow .....	Old Grass	2	3	35
131	Lower ditto .....	Ditto	6	1	38
132	Hither Great Ground .....	Arable	22	0	28
134	Ley Close Meadow .....	Old Grass	5	2	17
135	Ley Close .....	Arable	12	0	34
137, 138, 144	} Broad Meadow .....	Old Grass	24	3	38
139	{ Broad Meadow, Pond, and Lake .....	Water	0	2	6
140	Home Orchard .....	Old Grass	4	0	14
141	Pond .....	Water	0	0	32
142	Yard and Buildings .....	...	0	1	6
143	Mansion House and Grounds .....	...	1	1	37
151	Garden .....	...	0	2	15
156	Hither Cow Ground .....	Old Grass	16	3	23
157	Mears Ditch .....	Ditto	12	2	24
160	Middle Green .....	Ditto	13	0	8
162, 165, 166	} Freeman's Close .....	Ditto	5	2	35
170, 171, 172, 173, 178	} Lower Freeman's Close .....	Ditto	17	3	7
			198	3	5

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
<b>GREVILLE HALL FARM</b> (Colored Yellow on Plan)					
In the occupation of Mr. A. D. Gough containing 346a. 1r. 38p. let upon a 7 years' Lease from September 29 1865					
17	Little White's Mear .....	Arable	11	1	10
18	White's Mear.....	Ditto	13	1	6
19	Starve Acre .....	Old Grass	10	2	1
20	Little Milking Ground .....	Ditto	17	3	20
21	Wet Furrows.....	Ditto	21	3	35
22	Long Wet Furrows .....	Arable	21	1	35
23	{ Plough Meadows and Little Wet Furrows..... }	Old Grass	21	1	4
26 & 45	South North Field.....	Arable	11	0	2
28	Great Milking Ground .....	Old Grass	20	0	29
29	Further ditto .....	Ditto	15	2	17
30	Orchard.....	Ditto	1	3	23
31	{ Farm House, Buildings, Yard, &c. .... }	...	2	1	6
32	Home Field .....	Old Grass	20	3	5
33	Puck Pit .....	Arable	21	2	14
34	Further Field.....	Ditto	18	2	30
35	Dutton Acres .....	Ditto	26	3	21
38	Little Lampit.....	Ditto	11	0	32
39	Shire Stone Pit .....	Ditto	16	0	29
41	Long Lampit .....	Ditto	12	0	4
42	Further Well Ground .....	Ditto	7	1	32
43	Hither Well Ground .....	Ditto	10	0	12
44	North Field .....	Ditto	11	3	7
167, 169, 174, 175, 176, 177	} Upper Freeman's Meadow....	Old Grass	21	0	26
			346	1	38

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
<b>OLD LEYS FARM</b>					
(Colored Pink on Plan)					
In the occupation of Mr. A. D. Gough containing 243a. Or. 7p. let upon a 7 years' Lease from September 29 1865.					
1	Wickham Ford Leys .....	Old Grass	18	1	10
4	Bengworth Leys .....	Ditto	24	2	24
5 & 6	Barn Leys .....	Ditto	24	3	8
7	Murcott Leys.....	Ditto	18	1	8
8	Upper Smith's Hill .....	Arable	28	3	33
10	Smith's Hill .....	Old Grass	24	0	32
11 & 12	Long Smith's Hill.....	Arable	24	0	24
13	Lower Smith's Hill .....	Old Grass	29	1	37
14	Starve Acre .....	Ditto	25	1	36
15	Reynold's Mear.....	Ditto	11	1	8
16	Barn Mear.....	Ditto	13	1	27
			248	0	7
<b>NARROW MEADOW FARM</b>					
FORMERLY CALLED NEWS OR PEARCE'S FARM					
(Colored Blue on Plan)					
Lately in the occupation of the Executors of the late Mrs. Kitty Gough as Tenants from year to year containing 208a. 2r. 38p.					
46	Clover Ground .....	Old Grass	7	3	29
47 & 48	Great Leasoll .....	Arable	14	0	20
49	{ Farm House, Yards, Gardens, } &c.....	...	2	0	17
50, 51	Orchard .....	Arable	4	0	38
52	North Meadow .....	Ditto	5	2	1
	Barn and Yard .....	...	0	0	23
54, 55	Barn Ground.....	Arable	26	0	5
56, 57	Shirestone Ground.....	Ditto	24	3	0

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
59	Lower Hog Leasoll .....	Arable	16	3	0
60, 61	Brook Meadow .....	Old Grass	5	2	12
62	Great Hog Leasoll.....	Arable	23	3	30
64	Wet Meadow .....	Old Grass	4	1	27
65	Great Ground .....	Arable	20	2	0
66	Hey Brook Meadow .....	Old Grass	6	3	9
67	Oat Leasoll .....	Arable	18	1	6
68	Little ditto.....	Ditto	8	2	3
69	Cross Furlong .....	Ditto	8	3	38
70	Rape Ground.....	Ditto	10	0	20
			208	2	38
<p><b>BLAKE'S HILL FARM</b>  (Colored Brown on Plan)</p> <p>Lately in the occupation of the Executors of the late Mrs. Kitty Gough as Tenants from year to year containing 372a. 2r. 20p.</p>					
79	Lower Old Field .....	Old Grass	24	3	14
83	Old Field .....	Ditto	25	3	14
84	Bush Hill .....	Ditto	8	3	1
86	Shoulder of Mutton .....	Ditto	2	2	11
87	Ground under Bush Hill ...	Ditto	8	3	21
88	Peter's Hill .....	Ditto	21	0	21
89	Shed and Yard .....	Buildings	0	0	27
90	Little Barn Ground .....	Arable	8	1	20
91	Merchant's Hill.....	Old Grass	13	3	38
92	Thistley Hill .....	Ditto	13	0	10
93	Poole Ground.....	Ditto	5	2	0
95	Northern End .....	Arable	19	1	17
96	Sheep Hill.....	Ditto	14	3	26
97	Further Nine Lands .....	Ditto	11	0	10
98	Hither ditto .....	Ditto	13	0	0
100, 101, 105	} Furze Ground .....	Old Grass	17	1	13

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	Cultivation.		
			A.	R.	P.
106	{ Farm House, Buildings, Yard, &c. .... }	...	2	2	26
107	Orchard .....	Old Grass	2	2	38
108	Home Close .....	Ditto	10	0	16
109	Round Hill.....	Arable	21	1	29
110	Upper Brook Meadow .....	Old Grass	6	3	5
111	Little ditto.....	Ditto	4	0	6
113	Little Brick Ground .....	Arable	12	0	37
114	Great Ground .....	Old Grass	18	0	25
115	Bean Hill .....	Arable	12	0	14
116	Ditto Meadow .....	Old Grass	8	0	12
117	Great Barn Ground .....	Arable	37	3	1
118	Great Brick Ground .....	Ditto	21	1	38
119	Collett's Meadow .....	Old Grass	6	1	10
			372	2	20
<p><b>HINTON MILL AND LAND</b> (Colored Green on Plan)</p> <p>In the occupation of Mr. Walter Morris as Tenant from year to year containing 42a. 2r. 31p.</p>					
72	Further Green Meadow.....	Old Grass	8	0	10
73	Green Ground .....	Arable	12	2	20
74	Break Ground .....	Ditto	11	2	37
145	Mill Pound.....	Water	0	2	3
146	Great Ayott .....	Old Grass	3	2	5
147	Mill Tail .....	Water	0	1	32
148	Little Ayott .....	Old Grass	0	2	16
149	{ House, Mill, Buildings, Gardens, &c. .... }	...	1	1	25
185	Barn Croft.....	Old Grass	3	3	3
			42	2	31

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
<p><b>CHESHIRE OR BALLARD'S FARM</b>            (Colored Light Indian Ink on Plan)            In the occupation of Mr. William Roberts containing 400a. 2r. 30p.            Lease expires September 29 1872 but determinable as therein mentioned.</p>					
186, 187, 212	Harrow Ground .....	Old Grass	12	3	35
204	The Maze .....	Ditto	5	3	7
213	The Croft .....	Ditto	13	1	38
215	Mill Furlong .....	Ditto	11	3	35
216	Lower South Milking Ground	Ditto	14	1	19
217	North Milking Ground .....	Ditto	29	1	7
218	South ditto.....	Ditto	6	1	0
220	Great Meadow .....	Ditto	34	1	20
221	Little ditto Orchard .....	Ditto	8	3	28
222	Orchard .....	Ditto	3	3	12
223	{ Farm House, Buildings, } Garden, &c. ....	...	2	2	27
227	Lower Brook Meadow .....	Old Grass	15	0	10
230	South New Field .....	Ditto	12	1	5
231 & 232	{ South Field and part of the } Maze .....	Ditto	16	2	29
262	Ball Butts .....	Arable	24	2	34
263	Barn, Yard, and Rickyard...	Old Grass	0	1	20
264	Fourteen Acres .....	Arable	15	3	17
265	Hither Barn Ground .....	Ditto	15	3	14
266	Hanging Piece .....	Ditto	18	2	23
267	Barn Ground.....	...	17	0	10
268	Ashton Piece .....	Arable	25	0	30
269	Great Furze Hill .....	Ditto	21	0	18
270	Cottage, Buildings, &c. ....	...	0	1	34
271	Upper Barn Ground .....	Arable	14	2	5
272	Lower Furze Hill .....	Ditto	31	2	33
276	Middle Long Furze Hill ...	Ditto	6	1	27
277, 278, & 279	Little Furze Hill .....	Ditto	20	3	22
400			2	39	

No. on the Plan annexed to the said Conveyance.	Description.	Cultivation.	A.	R.	P.
DOWNRIP FARM (Colored Red on Plan)					
In the occupation of Mr. Robert Coldicott containing 330a. 2r. 16p. Lease expires September 29, 1869.					
188	North Harrow Ground .....	Old Grass	11	2	22
203	Harrow Leys .....	Ditto	7	2	21
228	Upper North New Field.....	Ditto	11	3	7
229	North New Field .....	Ditto	19	3	38
233	North Field .....	Arable	17	3	21
234	Hither Ground .....	Ditto	20	0	7
235 & 244	Middle and Further Grounds	Ditto	33	2	6
236	Harrow ditto ...	Ditto	11	1	4
239	{ Farm House, Buildings, Gar- den &c. .... }	...	0	2	24
240	Rickyard .....	...	0	1	25
241	Home Ground .....	Old Grass	7	3	21
242	Little Meadow .....	Ditto	1	2	24
243	Hampton Ground .....	Arable	21	0	26
245	North Broadends .....	Old Grass	6	1	15
246	South Broadends .....	Ditto	10	1	32
247	The Meadow .....	Ditto	19	1	2
248	Little Hinton Meadow .....	Ditto	15	0	16
249	Lower Stanborough .....	Ditto	11	3	24
250	The Triangle .....	Ditto	8	2	27
251	Upper Stanborough .....	Arable	21	2	29
254	Quarry Hill .....	Ditto	30	3	16
255	Middle Hill .....	Ditto	11	2	14
256, 257, 259	} Further Hill .....	Arable	29	0	35
			330	2	16

No. on the Plan annexed to the said Conveyance.	Description.	A.	R.	P.
WOODS, &c.—IN HAND (Colored Pale Green on Plan)				
2	Double Fence Wood .....	0	2	30
3	Plantation .....	0	0	10
9	Smith's Hill Brake .....	1	1	38
17a	Little White Mear Coppice .....	0	1	14
24	Plantation .....	0	0	11
25	Ash Bed .....	0	2	22
27	Double Fence Wood .....	0	2	2
36	Lampit Ash Bed .....	0	3	19
37	Double Fence Wood .....	1	0	29
40	Shire Plantation .....	0	0	3
168	Upper Freeman's Plantation.....	0	0	14
58	Shirestone Plantation .....	0	0	2
71	Rape Plantation .....	0	0	6
75	Long Wet Furrows Plantation.....	0	0	27
76	Brake Ground Lower Coppice .....	0	1	36
77	Ditto Coppice .....	3	1	23
79a	Plantation in Lower Old Field .....	0	0	30
80	Oldfield Brake .....	11	1	35
81	Oldfield Plantation .....	0	0	9
82	Ditto Pond and Pond Head .....	0	1	29
85	Bush Hill Plantation .....	0	0	39
94	Poole Ash Bed .....	0	1	10
99	Hither Nine Lands Ash Bed.....	0	2	32
102	Upper Blake's Hill Coppice.....	3	0	2
103 & 104	Lower Blake's Hill Coppice .....	5	0	35
112	Brook Meadow Brake .....	1	0	26
120	Brick Ground Plantation .....	0	0	14
121	Great Barn Ground Coppice.....	1	0	13
123	Further Cow Ground Ozier Bed .....	0	0	27
125	Broad Meadow Brake .....	3	3	19
128	Upper Broad Meadow Plantation .....	0	0	8
133	Ley Close Brake .....	1	2	25
136	Willow Bed .....	0	3	32
154	Plantation .....	0	1	36
155	Ditto.....	2	2	23

No. on the Plan annexed to the said Conveyance.	Description.	A.	R.	P.
158	Mear's Plantation .....	0	0	22
159	Middle Green ditto .....	0	0	12
163	Freeman's Close Plantation .....	0	1	34
164	Ditto Ash Bed .....	0	0	13
150	Mill Ozier Bed .....	0	0	18
205	Pond .....	0	1	8
214	Double Fence .....	0	1	13
219	Plantation and Pond .....	0	0	7
225	Stingate Brake .....	0	0	31
226	Ditto .....	0	1	8
260	Double Fence .....	0	0	19
261	Lower Furze Hill Double .....	0	3	6
274	Lower Long Furze Hill .....	4	3	28
275	Hinton Rough .....	4	1	22
252	Quarry Hill Plantation .....	0	1	19
253	Quarry Hill Double .....	0	2	37
258	Further Brake .....	1	2	39
19a	Plantation .....	0	1	17
19b	Ditto .....	0	1	8
19c	Ditto .....	0	1	27
		59	3	38

## SUMMARY.

Farm.	Quantity.			Total Quantity.		
	A.	R.	P.	A.	R.	P.
Mansion House Farm .....	198	3	5			
Greville Hall Farm .....	346	1	38			
Old Ley's Farm .....	243	0	7			
Narrow Meadow Farm .....	208	2	38			
Blake's Hill Farm .....	372	2	20			
Hinton Mill and Land .....	42	2	31			
Cheshire or Ballard's Farm .....	400	2	39			
Downrip Farm .....	330	2	16			
				2143	2	34
Cottages, Gardens, and Blacksmith's Shop .....				5	1	12
Woods, &c.—In hand .....				59	3	38
				A	2209	0 4

**Memorandum.** Since One thousand eight hundred and sixty-eight some alterations have been made as to the Tenants and as to the divisions of the Farms.

W. LASLETT	(L.S.)	R. B. BELLERS	(L.S.)
THOS. SOUTHALL	(L.S.)	W. LASLETT	(L.S.)
BEAUCHAMP	(L.S.)	THOS. SOUTHALL	(L.S.)
EDMUND A H LECHMERE	(L.S.)	WILLIAM STALLARD	(L.S.)
CHARLES ARTHUR BAKER	(L.S.)		

SIGNED SEALED AND DELIVERED by the above-named William Laslett in both capacities in the presence of

GEO. SHEFFIELD BLAKEWAY

Clerk to Mr. Southall Solicitor Worcester.

JAMES NIBLETT Bishampton.

SIGNED SEALED AND DELIVERED by the above-named Frederick Earl Beauchamp in the presence of

J. LIVINGSTONE WOOD

Clerk to Mr. Southall Solicitor Worcester.

SIGNED SEALED AND DELIVERED by the above-named Thomas Southall in both capacities Edmund Anthony Harley Lechmere Charles Arthur Baker Robert Bridges Bellers and William Stallard in the presence of

J. LIVINGSTONE WOOD

Clerk to Mr. Southall Solicitor Worcester.

**This Indenture** was on the seventeenth day of January One thousand eight hundred and seventy-nine acknowledged before me at Abberton Hall in the County of Worcester by William Laslett of Abberton Hall aforesaid. Esquire (party hereto) who prayed that the same might be enrolled in the Chancery Division of the High Court of Justice:

THOS. SOUTHALL

A Commissioner to administer Oaths in the Supreme Court of Judicature in England.