

DATED 8<sup>TH</sup> OCTOBER 1953.

MR. D. T. DOCKSEY & HIS MORTGAGEE

- to -

MR. H. G. BONAS AND OTHERS

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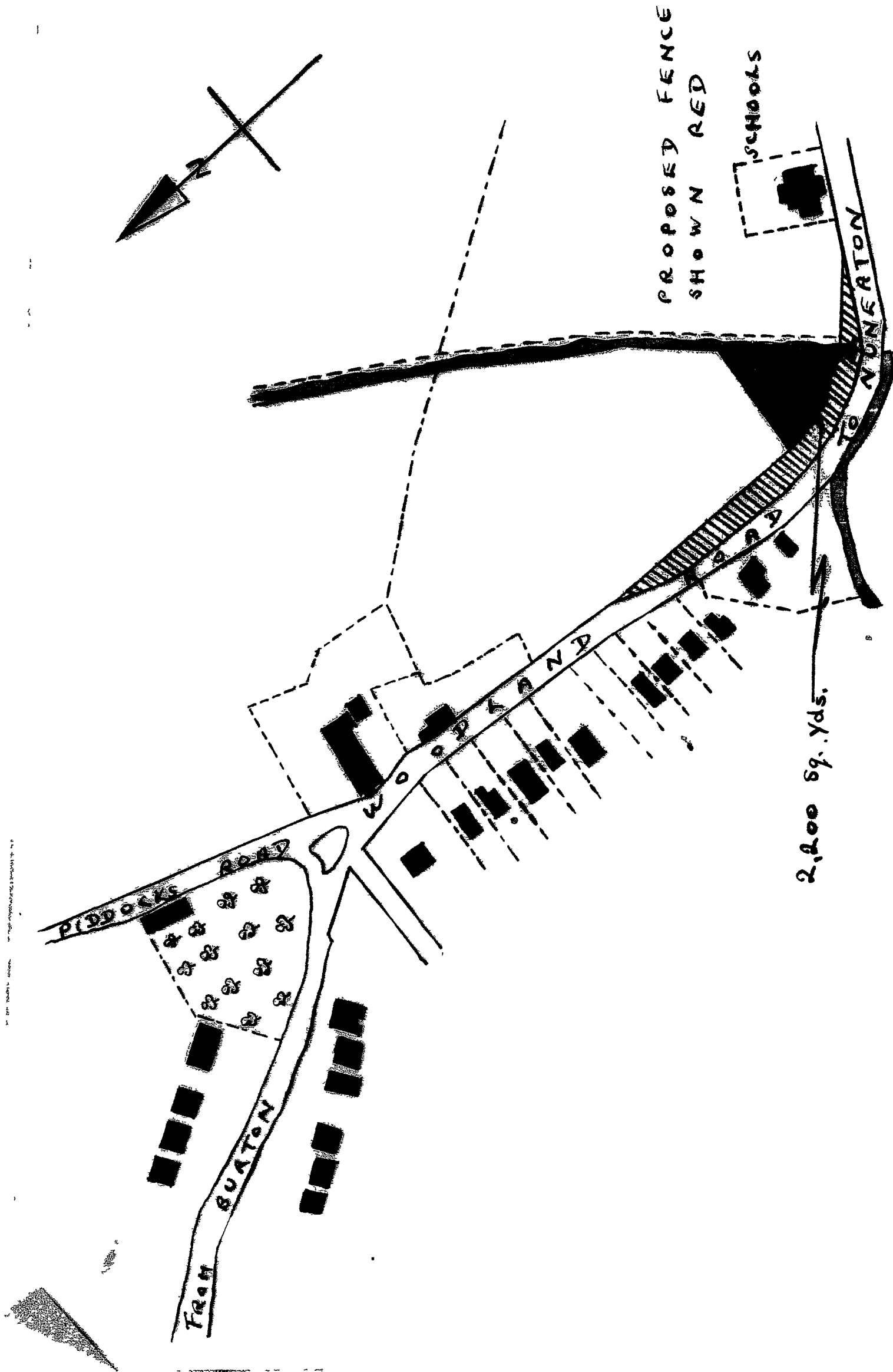
C O N V E Y A N C E

- of -

a piece of land fronting Woodlands Road  
Stanton in the County of Derby.

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FISHERS,  
Ashby-de-la-Zouch.



Scale 1/2500

THIS CONVEYANCE is made the EIGHTH day of OCTOBER

1953 BETWEEN DOUGLAS THOMAS DOCKSEY formerly of Number 3 Cross Lane

Holleston-on-Dove in the County of Stafford Builder but now of Hill Farm Stanton

in the County of Derby Farmer (hereinafter called "the Vendor") of the first part

EVELINE MAUD HOPKINS

County of Norfolk Widow (hereinafter called "the Mortgagee") of the second part

and HARRY GEORGE BONAS

ROBERT WILLIAM KENNY

WALTER HERBERT ORPWOOD

(hereinafter called "the Trustees") of the third part

WHEREAS :-

- (1) The Vendor is seized of the property hereinafter described (with other property) in fee simple in possession subject only to the Mortgage next hereinafter recited
- (2) By a Mortgage (hereinafter called "the Mortgage") dated the 10th day of October 1951 and made between the Vendor of the one part and the Mortgagee of the other part the said property was ~~HEREBY~~ devised by the Vendor for a term of 1,000 years from the date thereof to secure the payment to the Mortgagee of the principal sum of £3,000 and interest thereon as therein mentioned
- (3) A sum in excess of the purchase price hereinafter mentioned is now owing on the security of the Mortgage
- (4) The Vendor has agreed with the ~~TRUSTEES~~ Trustees for the sale to them of the fee simple in possession of the property hereinafter described at the price of £275 upon with and subject to such trusts powers and provisions as are hereinafter declared and contained
- (5) The Mortgagee being satisfied that the other property comprised in the Mortgage is a sufficient security for all moneys thereby secured has agreed

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L1-7-6

to join herein in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows :-

1. IN consideration of £275 paid to the Vendor by the Trustees with the consent of the Mortgagee (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys and the Mortgagee as Mortgagee hereby surrenders and releases unto the Trustees ALL THAT piece or parcel of land containing 2200 square yards or thereabouts having a frontage to Woodland Road Stanton in the County of Derby which said piece of land formed *conveyed to the Vendor by a conveyance dated the 10<sup>th</sup> October 1951 and made between Watson Bros (Barton-on-Ford) Ltd of the one part and the Vendor of the other part* part of Hill Farm Stanton, and is part of enclosure Number 76 on the Ordnance Survey Map and is for the purpose of better identification only more particularly delineated in the plan drawn on these presents and thereon coloured pink EXCEPTING AND RESERVING to the person or persons entitled thereto (a) three undivided fourth parts or shares of all mines as well opened as unopened and (b) one undivided fourth part or share of all coal mines or other carboniferous minerals as well opened or found or to be opened or found in upon or under the land hereby conveyed together with such rights liberties and appurtenances as rightfully belong or appertain to the said three undivided fourth parts or shares of mines respectively and as were granted with regard to the said one undivided fourth part or share of coal mines or other carboniferous minerals by an Indenture made the 24th day of June 1867 between William John Blake of the one part and The Right Honourable George Arthur Philip Earl of Chesterfield of the other part Together with (by way of grant and not of exception) the benefit so far as the Vendor can assign the same of such provisions covenants and agreements for the protection of the land hereby conveyed and the owners and tenants thereof for the time being as were contained in the said Indenture of the 24th day of June 1867 TO HOLD the same (except and reserving as aforesaid) unto the and subject to the powers and provisions set out in the 2nd Schedule hereto Trustees in fee simple upon the trusts/~~hereinafter expressed~~ discharged from

the Mortgage and all principal moneys and interest thereby secured and all claims and demands thereunder and to the intent that the term subsisting under the Mortgage shall as respects the premises hereby conveyed merge and be extinguished in the fee simple thereof

2. THE Trustees hereby covenant with the Vendor that they will forthwith erect and for ever thereafter maintain good and sufficient fences on the northerly and south easterly sides of the piece of land hereby conveyed such sides being marked with the letter "T" inwards on the said plan
3. THE Mortgagee hereby acknowledges the right of the THE Trustees to production of the several documents specified in the First Schedule hereto and to delivery of copies thereof
4. THE Vendor as to the before mentioned documents hereby covenants with the Trustees that as and when any of the said documents shall come into the possession of the Vendor or his successors in title he or they will when requested and at the cost of the Trustees or their successors in title execute a statutory acknowledgment for production and undertaking for the safe custody of such documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents will keep them safe whole uncanceled and undamaged unless prevented from so doing by fire or other inevitable accident
5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £500

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

THE FIRST SCHEDULE before referred to

29th September 1950 CONVEYANCE of this date made between Walter Herbert Orpwood of the one part and Watson Bros (Burton-on-Trent) Limited of the other part

29th September 1950 ACKNOWLEDGMENT for production of deeds by Walter Herbert Orpwood

10th October 1951 <sup>the before mentioned</sup> CONVEYANCE of this date made between ~~Watson Bros~~ (Burton-on-Trent) Limited of the one part and the Vendor of the other part

10th October 1951 The Mortgage

THE SECOND SCHEDULE before referred to

1. The Trustees shall forthwith apply to the Minister of Education for an Order of the Charity Commissioners for England and Wales vesting the trust premises hereby conveyed in the Official Trustee of Charity Lands and upon such Order being made the Trustees shall cease to be the Trustees of the Trust Premises and the Charity shall thereafter be administered and managed by the members for the time being of the Committee of management hereinafter mentioned as the Trustees thereof
2. The property hereby conveyed (herein called "the Trust Premises") shall be held upon trust for the purposes of physical and mental training and recreation and social moral and intellectual development through the medium of reading and recreation rooms library lectures classes recreations and entertainments or otherwise as may be found expedient for the benefit of the inhabitants of Stanton in the County of Derby and its immediate vicinity without distinction of sex or of political religious or other opinions subject to the provisions of these presents
3. The general management and control of the Trust Premises and the arrangements for their use shall be vested in a Committee of Management (hereinafter called "the Committee") consisting of not more than 12 members (exclusive of members co-opted under the power hereinafter contained) of whom 9 shall be elected at the first General Meeting referred to in Clause 4 hereof in the first instance and on each subsequent election of members at the Annual General Meeting. <sup>EACH OF</sup> The organisations mentioned in the 4th Schedule hereto shall

have the right to appoint one member of the Committee both in the first instance and on the occasion of each annual appointment of members. Until the first General Meeting has been held the persons named in the ~~Second~~ *Third* Schedule shall have power to act. In addition to the Members of the Committee appointed and elected as above the Committee shall have power to co-opt not more than three members to represent interests in the said parish not represented by any organisation

4. There shall be an Annual General Meeting to be convened by the Committee in the month of July in each year the first of such meetings (herein called "the First General Meeting") to be convened in the month of by one week's notice to be affixed to some conspicuous part of the Trust Premises or other conspicuous place or places in the Parish of the inhabitants of the age of 18 years or upwards of either sex of the Parish of Stanton for the purpose of receiving the Report and Accounts of the Committee and for accepting the resignations of members of the Committee and for the purpose of electing 9 members under Clause 3 hereof and for taking such action as it may decide under Clause 8 hereof provided nevertheless that if in any year an annual general meeting shall not be convened and held in the month of July the Annual General Meeting for that year shall be held as soon as practicable after the month of July ~~and such meeting shall be convened by such persons as shall be nominated for that purpose by the Minister Of Education~~

5. All members of the Committee shall retire annually at the Annual General Meeting. Every organisation entitled to appoint a member of the Committee to take the place of a member retiring at an Annual General Meeting shall make the appointment at any time within one month before the Annual General Meeting at which the retiring member of the Committee shall retire

6. A casual vacancy arising <sup>from</sup> ~~in~~ the death or resignation or removal of an appointed member of the Committee shall be filled by the organisation by which

such Member shall have been appointed and the person so appointed shall retire at the time when the vacating member would have retired. In the event of a vacancy arising through the death resignation or removal of a member of the Committee elected by the Annual General Meeting the Committee shall have power to fill such vacancy until the next Annual General Meeting.

7. The Committee shall have power by a Resolution of the Committee passed at a meeting at which not less than two-thirds of all the members of the Committee vote in favour of the Resolution to allow any existing organisation in the said parish ~~not mentioned in the second column of the~~<sup>FOURTH</sup> ~~Third~~ Schedule hereto and any other organisation which may hereafter be formed in the said parish having aims of a social recreational or educational character consistent with those upon which the Trust Premises are held hereunder to appoint an additional member of the Committee in the same manner as if such organisation had been mentioned in ~~the second column of the~~<sup>FOURTH</sup> ~~Third~~ Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 3 hereof may be increased but no such Resolution shall be effective until it has been approved in writing by the Minister of Education.

8. If any organisation entitled to appoint a Member of the Committee ceases to exist or fails to make an appointment in manner aforesaid before the Annual General Meeting in any year the Annual General Meeting shall decide in what way if at all the vacancy shall be filled.

9. The proceedings of the Committee shall not be invalidated by any vacancy among its Members or by any defect in the appointment or qualification of any Member.

10. The Committee may from time to time make and alter Rules and Regulations for the conduct of its business and for the summoning conduct and recording ~~its~~ in a Minute Book of its meetings and in particular with reference to :-

(a) The terms and conditions upon which the Trust Premises may be used for



entertainments meetings social gatherings and other purposes and the sum (if any) to be paid for such use

(b) The appointment of an Auditor Treasurer and such other unpaid Officers as it may consider necessary and the fixing of their respective terms of office

(c) The engagement and dismissal of such paid officers and servants for the Trust Premises as it may consider necessary

(d) The number of Members who shall form a quorum at its meetings provided that the number of members who shall form a quorum shall never be less than a third of the total number of Members of the Committee for the time being

11. All payments in respect of the use of the Trust Premises and all donations for the benefit thereof shall be paid into a Trust Account at ~~the~~ Lloyds Bank at Swadlincote or at such other Bank as shall from time to time be substituted therefor by the Committee any such substitution to be endorsed upon this Trust Deed together with a copy of the resolution relating thereto.

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

13. The Committee may upon the vote of a majority of its Members and (when necessary) with the consent of the Minister of Education from time to time by Mortgage or otherwise obtain such advances on the security of the Trust Premises or any part thereof as may be required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried on therein and may continue or repay in whole or in part and from time to time any existing Mortgage or Charge on the said premises.

14. If the Committee by a majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the

Trust Premises in whole or in part for the purposes hereinbefore indicated it shall call a meeting of the inhabitants of Stanton of the age of 18 years or upwards of which Meeting not less than 14 days notice (stating that a Resolution will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Premises and advertised in a newspaper circulating in the said Parish and if such decision shall be confirmed by a majority of such inhabitants present at such Meeting and voting the Committee may with the consent of the Minister of Education let or sell the Trust Premises or any part thereof. All moneys arising from such letting or sale (after satisfaction of any liabilities properly payable thereout) shall with such consent as aforesaid be applied either in the purchase of other premises approved by the Committee and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as circumstances will permit or towards such other charitable purposes or objects for the benefit of the inhabitants of Stanton as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Trustees of Charitable Funds and any income arising therefrom shall either be accumulated (for such time as may be allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as the capital of such investments or shall be used for any purpose for which the income of the Trust Premises may properly be applied

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

THE THIRD SCHEDULE before referred to

Names of persons with power to act until first General Meeting.

Harry George Bones

Robert William Kenny

Walter Herbert Orpwood

THE FOURTH SCHEDULE before referred to

*The Committee of the* Stanton Men's Institute

*The Committee of the* Stanton Women's Institute

*The Committee of the* Stanton Cricket Club

SIGNED SEALED and DELIVERED by the before named )  
DOUGLAS THOMAS DOCKSEY in the presence of )

DOUGLAS THOMAS DOCKSEY (L.S.)

SIGNED SEALED and DELIVERED by the before named )  
EVELINE MAUD HOPKINS in the presence of )

EVELINE M. HOPKINS (L.S.)

SIGNED SEALED and DELIVERED by the before named )  
HARRY OLGE BONAS in the presence of )

H. G. BONAS (L.S.)

SIGNED SEALED and DELIVERED by the before named )  
ROBERT WILLIAM KENNY in the presence of )

R. W. KENNY (L.S.)

SIGNED SEALED and DELIVERED by the before named )  
WALTER HERBERT ORPWOOD in the presence of )

WALTER HERBERT ORPWOOD (L.S.)

Recorded in the books of the Ministry of  
Education pursuant to the provisions of Section 29(4)  
of the Settlers Land Act, 1925, as applied by  
of the Ministry of Education (Transfer of  
Order, 1949

5 NOV 1953