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M

INLAND REVENUE

SHAW & SONS LTD.
Law Stationers &c.
FETTER LANE,
LONDON, E.C.4.

This Conveyance

is made the

*Estimated
10/-*
£17.10

Twelfth day of *March* One thousand nine
hundred and seventy B E T W E E N THE SECRETARY OF
STATE FOR DEFENCE (hereinafter called "the Vendor") for
and on behalf of Her Majesty of the one part and CYRIL
SMITH of Number 2 South Road, Ditton Priors near
Bridgnorth in the County of Salop Retired Farmer, DEREK
WALTER GEORGE CAINS of Number 2 Hillside Ditton Priors
aforesaid, Game Keeper, JOHN CAMERON RITCHIE of Number 3
Vicarage Road, Ditton Priors aforesaid, Master Builder,
and RODGER GOODSON PLACE of The Vicarage, Ditton Priors
aforesaid Clerk in Holy Orders (hereinafter called "the
Trustees") of the other part

W H E R E A S the Vendor is the estate owner on
behalf of Her Majesty in respect of the fee simple
absolute in possession of the property hereby conveyed
Subject as hereinafter mentioned but otherwise free from
incumbrances and has in exercise of his statutory and
other powers agreed with the Trustees for the sale to
them of the said property Except and Subject as hereinafter
mentioned for the sum of Two thousand two hundred and
fifty pounds A I D W H E R E A S the Trustees have requested the
Vendor to convey the said property in manner and upon the
trusts hereafter appearing

*Examined against
the original at
our offices this
27th day of June,
1979*

*Manby Steward,
Solicitors,
Bridgnorth*

N O W in pursuance of the said agreement and in consideration of the sum of Two thousand two hundred and fifty pounds paid by the Trustees to the Vendor (the receipt whereof the Vendor hereby acknowledges)

T H I S C O N V E Y A N C E W I T N E S S E T H and it is hereby agreed and declared as follows:-

1. The Vendor as Trustee in exercise of all powers him hereunto enabling hereby conveys unto the Trustees ALL THOSE pieces of land having a frontage to Station Road Ditton Priors near Bridgnorth in the County of Salop which said pieces of land are delineated on the plan numbered 1. annexed hereto and thereon coloured blue Together with the buildings erected thereon or on some part thereof AND TOGETHER ALSO WITH

(a) a right of way from time to time and at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the land hereby conveyed but not for any other purpose whatsoever for the Trustees and their successors in title the owners and occupiers for the time being of the land hereby conveyed or any part thereof and their respective servants and licensees (in common with the Vendor and all other persons having the like right) with or without vehicles of any description to and from the land hereby conveyed or any part thereof and all or any the buildings thereon over and along the road coloured brown on plan 1. hereto subject to the payment of a fair proportion of the

expense of maintaining and keeping such road in repair as is hereinafter mentioned in Clause 4(C) hereof

(b) full right of passage and running of water and soil (in common with the Vendor and all other persons having the like right by and through the drain in the position approximately marked by a broken red line on the plan number 1. to the point marked "X" on the plan

(c) full right of passage of water (in common with the Vendor and all other persons having the like right) through the three inch water main in the position approximately marked by a broken green line on plan number 2. to and from the point marked "Y" on the said plan RESERVING nevertheless unto the Vendor the right to enter upon the property hereby conveyed for the purpose of removing or defacing boundary stones at any time or times within three months after the date hereof AND ALSO RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor as is shown edged red on the plan numbered 1. (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the following things and rights that is to say:-

- (a) the three inch water mains in the appropriate position shown by solid green lines on the plan numbered 2
- (b) the six inch drain in the appropriate position shown by a solid red line on the plan numbered 2.
- (c) all other cables wires pipes drains and channels

(if any) in or over the property hereby conveyed and serving the retained land

(d) the right to use (in common with the Trustees and all others similarly entitled) the things mentioned in the preceding reservations together with all appropriate easements rights and privileges for repairing maintaining and removing the same

TO HOLD the same unto the Trustees in fee simple upon the trusts and subject to the powers and provisions set out in the First Schedule hereto SUBJECT to the Exception and Reservation as to free common of pasture referred to in the Conveyance dated the Thirtieth day of September, One thousand nine hundred and forty-one more particularly mentioned in Clause 6. hereof so far as the same is still subsisting and capable of taking effect.

2. This Conveyance shall not include or confer in favour of the Trustees any easement liberty or privilege over or in respect of the retained land

3. The Trustees hereby jointly and severally covenant with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the retained land and every part thereof as follows:-

(a) that neither the property hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may

be or become a nuisance damage or annoyance to the Vendor or other the owners or occupiers for the time being of the retained land or any part thereof

4. The Trustees hereby jointly and severally covenant with the Vendor to the intent that the benefit of this covenant may be annexed to and run with the retained land and each and every part thereof as follows:-

(a) Forthwith to erect and thereafter to maintain to the satisfaction of the Vendor a Four feet six inch high post and wire fence along the south boundary of the property hereby conveyed between points marked "A" and "B" on the said plan numbered 2. annexed hereto

(b) If so required by the Vendor upon being given reasonable written notice by the Vendor to disconnect the electrical supply to the property hereby conveyed from the existing electricity sub-station of the Vendor

(c) To pay a reasonable proportion according to user (in common with the Vendor and his successors in title) of the costs of maintaining the roadway coloured brown on the said plans and the water mains and drains shown with solid and broken green and red lines respectively on the plans annexed hereto

5. The Vendor hereby covenants with the Trustees that he will keep and maintain in good repair and condition the water mains shown with solid and broken green lines and the drain shown with solid and broken red lines on the plans annexed hereto Subject to the Trustees paying a reasonable proportion of the cost thereof as provided by

Clause 4 (c) hereof

6. NOTWITHSTANDING anything in the Conveyance herein-
before contained the Vendor or other the owner or owners
for the time being of the retained land or any part
thereof shall be at liberty to erect such buildings or
erections on any part of the retained land and to alter or
add to or use the same or any existing buildings or
erections on the retained land in such manner as he or
they may think fit notwithstanding that the access and use
of light and air now or at any time hereafter enjoyed by
the Trustees or their successors in title from and over
the retained land may be thereby obstructed diminished or
destroyed and any such access and use of light and air as
aforesaid shall notwithstanding this Conveyance be deemed
henceforth to be enjoyed by the Trustees and their
successors in title with the consent of the owner or
owners of the retained land subject to the provisions of
this clause and not otherwise

7. The Vendor hereby acknowledges the right of the
Trustees to production of a Conveyance dated the Thirtieth
day of September One thousand nine hundred and forty-one *
and made between John Lewis of the one part and
Commissioners for executing the office of Lord High
Admiral of the United Kingdom of Great Britain and
Ireland of the other part possession of which is retained
by the Vendor and to delivery of copies thereof

8. 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 Five thousand five hundred pounds

IN WITNESS whereof the Corporate Seal of the Vendor has been hereunto affixed and the Trustees have hereunto set their respective hands and seals the day and year first before written

FIRST SCHEDULE above referred to:-

1.a. The Trustees shall forthwith apply to the Charity Commissioners for England and Wales for an Order 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

1.b. 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 the Parish of Ditton Priors in the County of Salop and its immediate vicinity without distinction of sex or of political religious or other opinions

subject to the provisions of these presents

2. 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") (exclusive of members co-opted under the power hereinafter contained) of whom three shall be elected at the first general meeting referred to in Clause (3) hereof in the first instance and on each subsequent appointment of members at the Annual General Meeting.

The organisations mentioned in the Second Schedule hereto shall each have the right to appoint one member of the Committee on the occasion of each annual appointment of members. Until the first General Meeting has been held the Trustees shall have power to act and shall be the first Members of the Committee. In addition to the members of the Committee appointed as above the Committee shall have the power to co-opt not more than three members to represent interests in the said Parish not represented by any organisation

3. There shall be an Annual General Meeting to be convened by the Committee in the month of March in each year the First of such Meetings (herein called "the First General Meeting") to be convened in the month of April One thousand nine hundred and seventy 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 eighteen years or upwards of either sex of the Parish of Ditton Priors 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 three members under Clause 2. hereof and for taking such action as it may decide under Clause 7. hereof, provided nevertheless that if in any year an Annual General Meeting shall not be convened and held in the month of March the Annual General Meeting for that year shall be held as soon as practicable after the month of March and such Meeting shall be convened by such persons as shall be nominated for the purpose by the Charity Commissioners or the Minister of Education as the case may be

4. 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.

5. A casual vacancy arising from 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

6. In the event of any other organisation being formed in the said Parish with aims of a social recreational or educational character not inconsistent with those upon which the Trust Premises are held hereunder 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 such new organisation to appoint an additional member of the Committee in the same manner as if such new organisation had been mentioned in the Second Schedule hereto and for this purpose the total number of members of the Committee as provided for in Clause 2. hereof may be increased but no such Resolution shall be effective until it has been approved by an Order of the Charity Commissioners or Minister of Education as the case may be

7. 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

8. 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

9. 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 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

10. 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 Midland Bank at Bridgnorth 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

11. 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 literature and means of recreation and otherwise for the upkeep and improvement of the Trust Premises

12. The Committee may upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners or Minister of Education as the case may be 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

13. 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 the age of eighteen years or upwards of the Parish of Ditton Priors of which Meeting not less than fourteen 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 Charity Commissioners or Minister of Education as the case may be 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 the Parish of Ditton Priors as may be approved by the Charity Commissioners or the Minister of Education as the case may be 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 in 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 14. 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

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THE SECOND SCHEDULE above referred to:-

.... Organisations

The Parish Council

The Parochial Church Council

The Congregation of the Roman Catholic Church situate in the Parish of Ditton Priors.

The Trustees of the Methodist Churches situate in the Parish of Ditton Priors.

The Committee of Ditton Priors Women's Institute.

The Committee of Ditton Priors Mother's Union Branch.

The Committee of Ditton Priors Youth Club and Social Organisation

The Committee of Ditton Priors Horticultural Society

The Court of Honour of the 1st Ditton Priors (St. John the Baptist) Girl Guide Company.

The Court of Honour of the 1st Ditton Priors Boy Scout Group.

The Committee of Ditton Priors Young Farmers' Club.

The Committee of Ditton Priors Junior Football Club.

.....oOo.....

THE CORPORATE SEAL of the)
Secretary of State for)
Defence hereunto affixed)
is authenticated by:-)

J. D. Williams
Authorised by the Secretary
of State.

SIGNED SEALED AND DELIVERED)
by the said CYRIL SMITH in)
the presence of:-)

Cyril Smith
E. T. Clarke

SIGNED SEALED AND DELIVERED)
by the said DEREK WALTER)
GEORGE CAINS in the presence)
of:-)

George Cains
E. T. Clarke

SIGNED SEALED AND DELIVERED)
by the said JOHN CAMERON)
RITCHIE in the presence of:-)

John C. Ritchie
E.T. Clarke

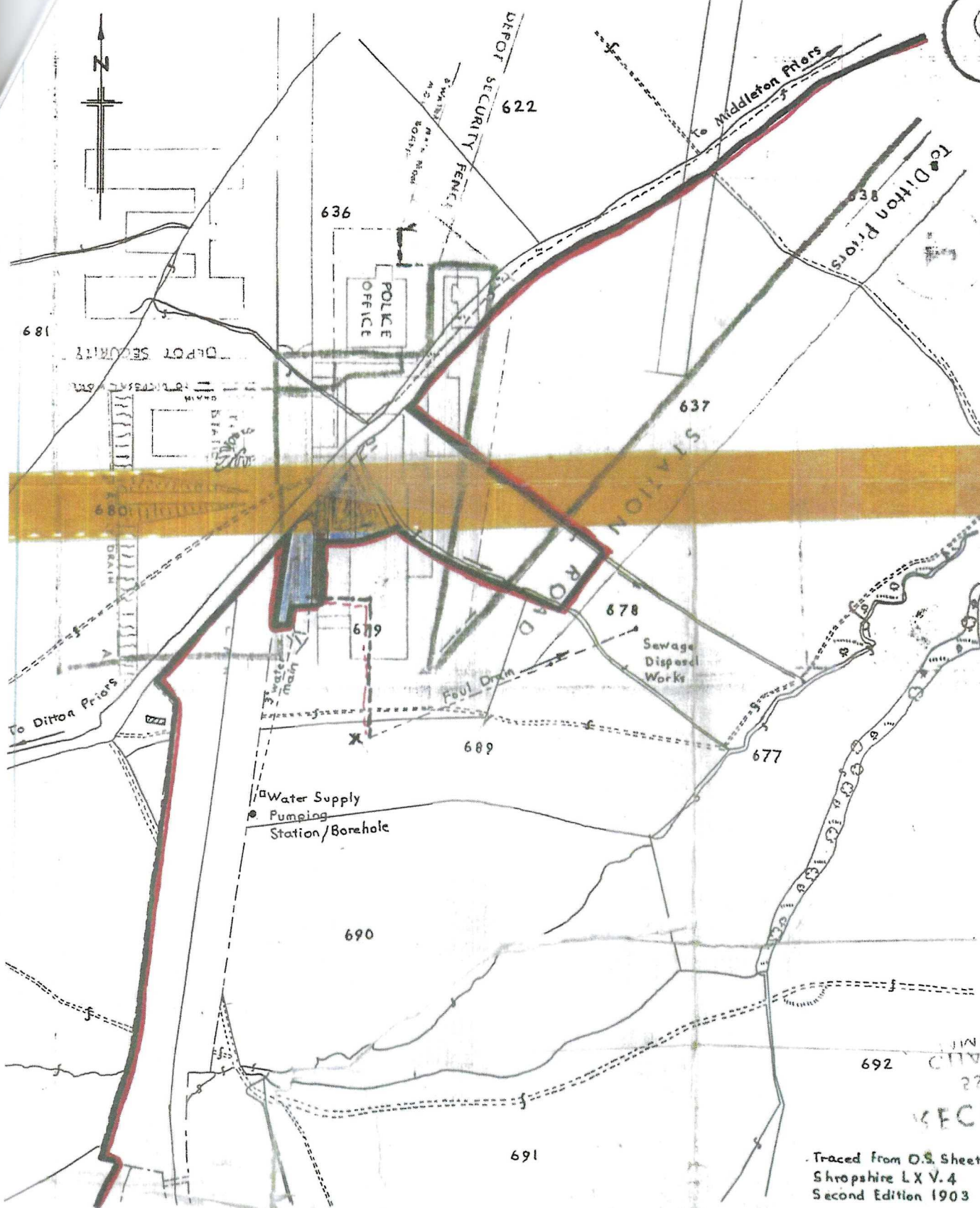
SIGNED SEALED AND DELIVERED)
by the said RODGER GOODSON)
PLACE in the presence of:-)

R.G. Place
E.T. Clarke

DITTON PRIORS

DITTON PRIORS

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EFENCE LAND AGENT
HREWSBURY

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Director-General Ordnance Survey

SCALE 1:2500
PLAN

Traced from O.S. Sheet
Shropshire LX V. 4
Second Edition 1903

2.



STATION ROAD

To Middleton Priors

CAR PARK

FIRE STATION

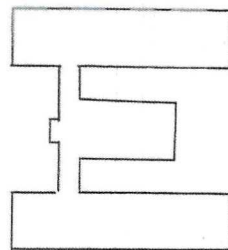
6" RUBBLE DRAIN

DEPOT SECURITY FENCE

POLICE OFFICE

DEPOT SECURITY FENCE

SWATER MAIN HIGH
MOD. BOREHOLE



To Ditton Priors