

Dated 12th June 1920

20092
The Rev. W. H. B. Gippo

to

The Lichfield Diocesan
Trust. —

Conveyance

of and

Declaration of Trusts con-
cerning a site and church tower
erected thereon in the parish
of Withington in the County of
Derby. —

F. H. B. G.

8616

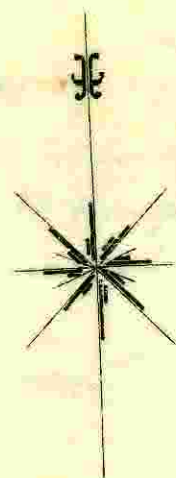
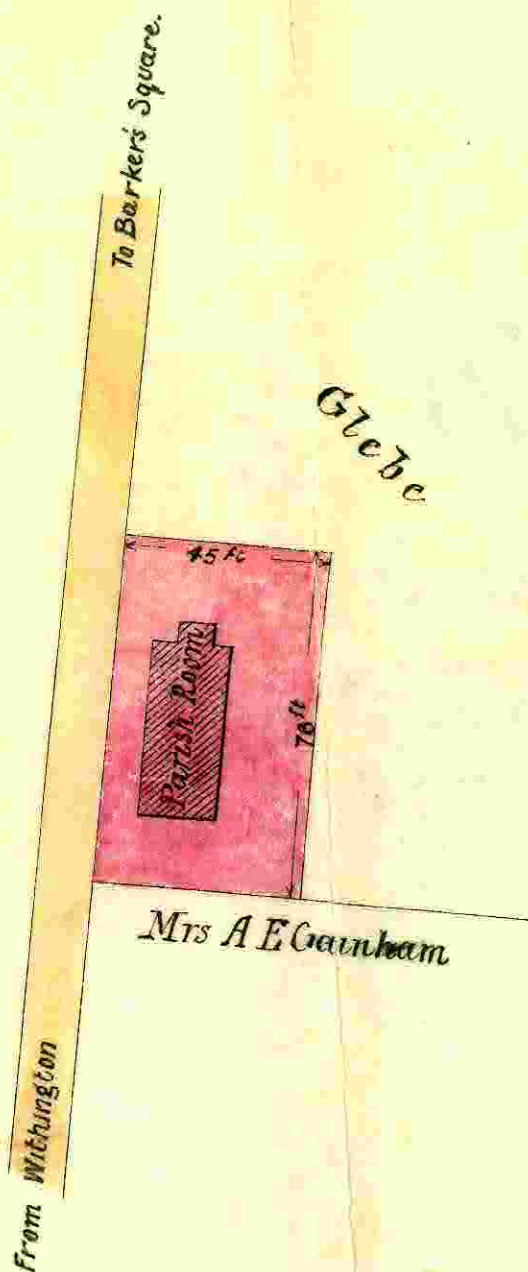
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Signature

(Signature)



Plan referred to.



Scale $\frac{1}{500}$



20092

This Indenture

S.L.S.S., LTD., 22, CHANCERY LANE, W.C.

made the twelfth day of June One thousand

nine hundred and twenty **Between** The Reverend

Walter Herbert Bowdler Gipps Vicar of

Withington in the County of Salop Clerks in Holy Orders

(hereinafter called "the Vendor") of the first part The

Reverend Arthur Hawley Thursby Pelham

Rector of Upton Magna in the said County of Salop

Clerks in Holy Orders (hereinafter called "the Paction")

of the second part The Ecclesiastical Commissioners

for England (hereinafter called "the Commissioners")

of the third part The Lichfield Diocesan

Trust (a company incorporated under the Companies

Acts 1862 to 1900 and hereinafter called "the Diocesan

Trust") of the fourth part and the said Walter

Herbert Bowdler Gipps and Katherine

Ainger of the White House Withington aforesaid

Widow and William Owen of Withington

aforesaid Grover the present Vicar and Churchwardens

of the said Parish of Withington aforesaid (who

and whose successors for the time being are

hereinafter called "the Trustees") of the fifth part

Whereas the Vendor is seized in fee to him and

his successors of the hereditaments hereinafter des-

cribed and intended to be hereby conveyed and

which are hereinafter shortly called "the said

hereditaments" in right of his Benefice of Withington

aforesaid and has contracted with the Administration



Trustees for the sale to them of the said hereditaments at the price of Five pounds to be held by the Diocesan Trust as an Ecclesiastical charity upon the trusts hereinafter declared **And** whereas it is desired that during the continuance of the said trusts or the continuance of any further or substituted trusts which may hereafter by virtue of the provisions in that behalf hereinafter contained be declared of and concerning the same the management of such trusts should be vested in the Administrative Trustees **And** whereas the Patron as Patron of the said Benefice of Withington and the Commissioners have agreed to join in these presents for the purpose of signifying their consent to such disposition by the Vendor as aforesaid.

Now this Indenture witnesseth as follows that is to say:-

1. **In** pursuance of the premises and in consideration of the sum of Five pounds paid by the Administrative Trustees before the execution of these presents into the Bank of England to the account of the Commissioners as directed by them in that behalf (the payment whereof is intended to be acknowledged by the Memorandum endorsed on these presents and signed by two of the joint Trustees of the Commissioners) the Vendor in exercise of the power conferred upon him by the Ecclesiastical

Leasing Act 1858 and of all powers him herunto
enabling and with the consent of the Padre is testified
by his execution of these presents and with the
approval of the Commissions (testified by their common
seal being affixed to these presents) by the direction
of the Administrative Trustees hereby grants and
conveys unto the Diocesan Trust and their successors
All and singular the hereditaments and premises
comprised in and specified by the Schedule hereto
~~Also~~ except and reserved (the Diocesan Trust so far
as is requisite hereby granting) unto the Vendor his
successors and assigns the right privilege easement
and power at any time without obtaining the con-
sent of or paying any compensation to the Diocesan
Trust its successors or assigns or other the owner
or owners of the said land or any buildings at any
time erected thereon or building on or otherwise de-
nig as the Vendor his successors or assigns may
think fit with any of the glebe lands adjoining opposite
or near to the said land whether any buildings
or erected on such adjoining opposite or neigh-
bouring lands shall or shall not affect or diminish
the light or air which may now or at any time
hereafter be enjoyed by the Diocesan Trust its
successors or assigns or other the owners or owners
of the said land or any part or parts thereof **TO**
Have (except and reserved as aforesaid) the said
hereditaments with their appurtenances subject to a

proportionate part of the land tax and the little
Rent charge both Rectorial and Vicarial and to all
other if any duties payments and obligations &
Ecclesiastical or civil charged upon or payable out
of the said hereditaments and to all rights of way
and other easements (if any) affecting the same
unto and to the use of the Diocesan Trust and their
successors and assigns for ever Upon the trusts -
nevertheless and to and for the ends intents and
purposes hereinafter declared of and concerning the
same.

2.

The Diocesan Trust and their successors and assigns
shall stand seised of the said hereditaments Upon
trust to permit and suffer the Administrative Trust
to have the free possession control and manage-
ment of the said hereditaments and the applica-
tion thereof or of the rents and profits thereof in
accordance with the provisions hereinafter con-
tained relating to and limiting the purposes for
which the said hereditaments and the rents and
profits thereof are to be held and applied and to deal
with the legal estate therein as the Administrative
Trustees or a majority of them shall consistently with
these presents from time to time direct such direction
to be sufficiently testified by a writing purporting
to be the resolution of the Administrative Trustees and
purporting to be signed by the Chairman of the
meeting at which such resolution shall have been

passed And it is hereby declared that in these presents a resolution of the Administrative Trustees shall mean a resolution passed by a majority of the Administrative Trustees present and voting at any meeting of such Trustees convened and holden in accordance with the rules for the time being regulating the calling and holding of meetings of the Administrative Trustees which rules they or the majority of them shall have full power to make alter and rescind from time to time. -

3. The purposes for and to which the Diocesan Trust in accordance with the Trust in the last paragraph declared shall permit the Administrative Trustees to hold manage and apply the said hereditaments and the rents and profits thereof shall be some one or more of the following purposes for the benefit of members of the Church of England as now by law established in the Parish of Withington as may be provided in accordance with the trusts hereinafter contained that is to say: -

(a) As a site for or as an Institute Parish Room Church Room or class Room Meeting or Lecture Room Sunday Schools or any of such purposes in connection with the work of the Church of England as now by law established.

(b) The letting of the said hereditaments or any part thereof which may not for the time being be consecrated for any meetings entertainments

lectures or other purposes of which the Administrative Trustees may approve.

(c) Any other object end or purpose having in view the spiritual intellectual moral social or bodily wants of the parishioners of the Parish of Withington as aforesaid. -

14. It shall be lawful for the Diocesan Trust at the request of the Administrative Trustees or a majority of them to certify as aforesaid from time to time to do all or any of the following acts or things viz: -

(a) To sell mortgage charge lease dispose of or otherwise deal with the said hereditaments or any part thereof in any manner for the time being authorised by law and to receive and give a good discharge for any purchase money money borrowed on mortgage or rent provided nevertheless that in the case of any such disposition it shall be necessary for the Diocesan Trust first to obtain the consent thereto of the Bishop for the time being of the Diocese and the Archdeacon for time being of the Archdeaconry in which the said parish shall be situate and the Rector or Vicar for the time being of the parish in which the said hereditaments shall be situate and the Commissioners (and which consent may be withheld by the Commissioners without assigning any reason). -

(b) To pay any such purchase money money

- borrowed on mortgage or rent received by the Diocesan Trust under the powers aforesaid to the Administrative Trustees or to any such person or persons corporation or corporations society or societies (10) the Administrative Trustees or a majority of them shall from time to time may direct such direction to be testified as aforesaid.
- (9) With the consent of the persons who consent is hereby declared to be made necessary to any disposition of the said hereditaments to revest all or any of the trusts of the said hereditaments or the proceeds of any sale thereof or of any money raised by mortgage thereof and to declare any new trusts of a religious charitable or educational character of the said hereditaments or the proceeds of any sale thereof or of any money raised by mortgage or charge thereof provided that such new trusts shall be for the benefit of the parishes in which the said hereditaments are situate or of some portion of such parishes and for the benefit of members of the Church of England as now by law established.
- (11) To convey the said hereditaments or any part thereof from time to time to any person or persons or body corporate connected with the Church of England (and particularly but without limiting the generality of the other provisions of this clause to the Ecclesiastical Commissioners for England)

for any purpose authorised by these presents (including any new trusts declared under sub-clause (c) of this present clause) if in the opinion of the Committee of Management of the Diocesan Trust it will be for the benefit of any objects herein mentioned. —

5. **Provided** nevertheless and it is hereby declared that the exercise of all powers hereinbefore contained shall be wholly in the discretion of the Committee of Management for the time being of the Diocesan Trust and shall not be imperative. —

6. **The** Bishop of the Diocese in which the said hereditaments may from time to time be situated shall have the powers of a visitor over the trust premises and shall also have power to decide all questions arising between the Administrative Trustees or any of them and any other person in reference to the trusts and provisions of these presents. —

7. **The** Diocesan Trust shall not be under any obligation or liability or chargeable with any breach of trust in respect of their omission to keep any buildings forming part of the trust premises insured against loss or damage by fire and the Administrative Trustees shall pay or procure to be paid all rates taxes expenses of repairs costs of insurance and other outgoings in respect of the said premises. And the Diocesan

Trust shall not be concerned to see to the making of any such payments except so far as they may be necessarily liable by law but they shall not be precluded from making any such payments if they see fit so to do.

8. **IX** persons parties hereto of the fifth part who are the present Vicar and Churchwardens of the said parish of Withington shall be deemed to be Administrative Trustees solely by virtue of their holding such offices of Vicar and Churchwardens respectively and shall cease to be Administrative Trustees on ceasing to hold such offices respectively and every person duly appointed Vicar or Churchwarden of the said parish shall on his admission become an Administrative Trustee of these presents provided that during the absence disability or suspension from duty of the said Vicar or the avoidance of the benefice all the powers and authorities hereby vested in the Vicar may be exercised ^{by} ~~and~~ the officiating Minister or if there be more than one by the principal officiating Minister of the Parish Church of Withington aforesaid and every person so becoming a new Administrative Trustee shall have the same powers authorities and discretions and may in all respects act as if he had been originally appointed an Administrative Trustee.

9. **Provided** also and it is hereby declared

that whenever an Administrative Trustee of the
presento not being an Administrative Trustee as
such Vicar and Churchwarden aforesaid either
original or substituted is dead or remains out of the
United Kingdom more than twelve calendar months
or ceases to reside in the parish of Withington afo-
said or desires to cease to be an Administrative
Trustee or refuses or becomes unfit or incapable to
act as an Administrative Trustee or becomes bank-
rupt or makes any arrangement or composition
with his creditors or openly ceases to be a member
of the Church of England then and in every such
case it shall be lawful for the majority of the
remaining Administrative Trustees by writing
under their hands to appoint any other person to
be a new Administrative Trustee in the place of
such first named Administrative Trustee and that
every new Administrative Trustee so appointed
shall have the same powers authorities and dis-
cretions and may in all respects act as if he had
been originally appointed an Administrative Trustee.

10. And the Administrative Trustees do hereby covenant
with the Vendor his successors or assigns that the
the Administrative Trustees their heirs or assigns
will forever hereafter maintain the fences now
erected and being on all sides of the said piece
of land expressed to be hereby conveyed to the
satisfaction in all things of the Vendor his succe

or assigns or his or their surveyor or surveyors.
11. **And** the Vendor doth hereby covenant with the
Disceom Trust that he the Vendor has not at any
time heretofore done or knowingly suffered or been
party or privy to any act deed or thing whatsoever
whereby or by means whereof he is hindered from
conveying the said hereditaments hereby conveyed
or any part thereof in ~~any~~ ^{any} manner ~~whatsoever~~ ^{as aforesaid}.

12. **And** it is hereby certified that the transaction
hereby affected does not form part of a larger transac-
tion or of a series of transactions in respect of
which the amount or value or the aggregate amount
or value of the consideration or property conveyed
or transferred exceeds Five hundred pounds.

IN WITNESS whereof the parties hereto of the
first second and fifth parts have hereunto set
their hands and seals and the Commissioners
and the Disceom Trust have caused their Common
Seals to be hereunto affixed the day and year
first before written.

The Schedule

That that piece or parcel of land containing three
hundred and ninety square yards or thereabouts
situate lying and being in the parish of Withington
in the County of Salop which said piece of land
is bounded on or towards the west by the road
leading from Withington to Boulton Square on or

towards the south by property belonging to W^o. A.
Graham and on all other sides by other part of
the Glebe of the Vicar of the said parish and is
defined on the plan drawn on these presents
and therein coloured pink

Signed Sealed and Delivered
by the before named Walter Hubert
Bowler Esqrs in the presence of

W. H. A. B. Esqrs

Wm. Hubert

Post Office W. Hubert

Spencer

W. H. A. B. Esqrs

E. M.

Smith

The Villa Waltham

Spencer

Katherine Singer

Signed Sealed and Delivered by
the before named Arthur Harvey
Hindley Esqrs in the presence of

W. H. A. B. Esqrs

and in Holy Ord no

Residence B. Esqrs

Shrewsbury

W. Owen

M. L. Esqrs

Trained Nurse

Upton Magna Shrewsbury

Signed Sealed and Delivered by
the before named Katherine Singer
in the presence of

Annie Taylor

Domestic Servant

2 Upton Magna

W. Shrewsbury



Witness
Signed Sealed and Delivered by the before named
William Owen in the presence of

Frank Turner

50 Severn St. Castle Field

Shrewsbury

Sealed by the Ecclesiastical Commissioners for England
in the presence of

Haltcock Port

Official Solicitor
Ecclesiastical Commission,
Millbank, Westminster.

And the undersigned being two of the
Joint Treasurers of the Ecclesiastical
Commissioners for England do hereby
acknowledge that the sum of Five pounds
being the consideration money mentioned } £5
in the within written Indenture has
been paid into the Bank of England to
the account of the said Commissioners

Witness

Haltcock Port

Lewis T. Biddle Joint
Treasurer
Stuart of Wootley

Witness
Signed Sealed and Delivered by the before named
William Owen in the presence of

Frank Turner,

60 Severn St. Castle Hill

Shrewsbury

Sealed by the Ecclesiastical Commissioners for England
in the presence of

Holtrop Port

Official Solicitor
Ecclesiastical Commission,
Millbank, Westminster.

And the undersigned being two of the
Joint Treasurers of the Ecclesiastical
Commissioners for England do hereby
acknowledge that the sum of Five pounds
being the consideration money mentioned
in the within written Indenture has
been paid into the Bank of England to
the account of the said commissioners

£5

Witness

Holtrop Port

Lewis T. Dittin } Joint
Stuart of Wootley } Treasurers