

**Copy of the Original Founding Agreement of the Subscription Mill, North Leverton,
Nottinghamshire, 14th August 1812**

TO ALL TO WHOM THESE PRESENTS SHALL COME

WE whose names are hereunder written and who have signed and sealed these presents being owners and occupiers of lands tenements and hereditaments as well in the parish of Fenton in the County of Nottingham as in the adjoining parishes Townships or Hamlets send Greeting.

WHEREAS several Meetings have been held of the persons whose names are hereunder subscribed and who have signed and sealed these presents or of some of them for the purpose of considering and determining upon the best means of erecting a Mill for the grinding of Corn not only for the use of such persons so subscribing and signing and sealing these presents but also for the benefit of such industrious poor persons as the Committee to be hereinafter appointed and any future Committee to be in like manner appointed or the major part of them may think proper at such rates or sums of money as the said Committee for the time being may deem fit and reasonable. And likewise for the purpose of considering and adopting such orders rules and regulations as appeared to the persons so attending such meetings most advisable to carry their intentions into effect.

AND WHEREAS it hath been agreed by the persons so subscribing their names to and signing and sealing these presents that in order to raise a sufficient Sum of money for the purpose of procuring a piece of ground by purchase or otherwise on which to place such Mill and for the purpose of erecting and completing the same the several sums of Tenpounds Fivepounds and Onepound shall be advanced in manner hereinafter mentioned and that the persons respectively advancing any or either of those sums shall be interested in the said Mill and the ground on which the same may be erected according to and in proportion to the sums so to be advanced by them respectively.

NOW KNOW YE AND THESE PRESENTS WITNESS that it is hereby mutually covenanted concluded and fully agreed upon by them between all and every the persons whose names are hereunder subscribed and who have signed and sealed these presents and each of us doth for himself and herself on his and her own part respectively and for his and her several and respective heirs executors and administrators severally and respectively covenant promise and agree to and with each and every other of us whose names are hereunder written and to and with his her and their several or respective heirs executors and administrators by these presents in manner and form following that is to say THAT Mr. William Rogers Mr. William Ellis Mr. William Ashton Mr. John Bower and Mr. Thomas Ollivant all of whom have subscribed their names to and signed and sealed these presents be and they are hereby appointed a Committee or Directors to purchase or procure a Lease of such a piece of ground as will be sufficient and proper for the purpose of placing and setting up thereon a Mill in order to grind Corn and that the Conveyance or Lease of the same shall be made and taken in their names. IN TRUST for themselves and for the rest of the persons so subscribing their names to and signing and sealing these presents as aforesaid and that the Expense of such Conveyance or Lease shall be paid and borne by and out of the money to be paid advanced or subscribed as hereinafter is mentioned. AND likewise that they also be and are hereby appointed a Committee or Directors to take the management direction and superintendants in and about the erecting setting up and completing the said Mill until the fifth day of April next ensuing the date hereof or if that day happened to be Sunday then until the sixth day of April next ensuing. AND also to collect in and receive the subscriptions or sums of money that shall be paid and payable or be advanced by all or any of the persons subscribing their names to and signing and sealing these presents until the said Fifth day of April next. AND likewise to name and fix the rates tolls or prices at or for which all Corn to be ground and dressed at such Mill at any time before the said Fifth day of April next as well what shall belong to and be for the express use of the persons so subscribing their names to and signing and sealing these presents and what shall belong to and be for the use of other persons not being interested in these presents shall be subject and liable and that they be authorised and empowered if they shall find it necessary to raise such sum or sums of money by loan or otherwise as they may judge sufficient and proper for the more expeditiously erecting and completing the said Mill

and for the better carrying the intentions of the persons interested in these presents into full and complete execution. AND also that the said William Rogers William Ellis William Ashton John Bower and Thomas Ollivant or the major part of them shall and will do execute and perform all such further and other acts matters and things as may appear to them necessary and proper in order to carry into execution these presents and the several articles directions clauses powers and stipulations herein contained.

THAT the said Mill shall be erected and completed by the said William Rogers William Ellis William Ashton John Bower and Thomas Ollivant on or before the fifth day of April next if it can conveniently be done, but if not then by the Committee or Directors to be chosen and appointed on the said fifth day of April next as soon as conveniently may be after they shall have been so chosen and appointed.

THAT A GENERAL MEETING of the persons whose names are hereunder subscribed and who have signed and sealed these presents shall be held annually on the 5th day of April but if that day happened to be a Sunday then on the next succeeding day at the public house now known by the name or sign of _____ in North Leverton in the said County of Nottingham or at such other place as the majority of those persons may at any meeting to be held for that purpose name and appoint, at every which General Meeting the persons so subscribing their names to and signing and sealing these presents or the majority of them then present shall select and choose five out of the rest of such persons to act as a Committee or Directors in the management of the said Mill and in the execution of these presents from the day of holding every such annual General Meeting until the fifth day of April then next following. AND that it shall be incumbent on the five Committee men or Directors who from time to time shall be so elected and chosen immediately after such election and choice shall have been made known to them respectively to pay into the hands of the Committee men or Directors who shall have immediately preceded them the sum of five shillings that is one shilling unto each of such Committee men or Directors and that directly after the same shall be so paid or have become payable the powers and authorities hereby reposed and vested in the Committee men or Directors so receiving the same shall cease and be no longer in force.

THAT in case any of the said Committee men or Directors shall happen to die in the course of a year for which they may have been so elected and chosen to act as Committee men or Directors then the survivors are hereby authorised and empowered to act as a Committee or Directors until the next annual General Meeting of the persons interested in these presents shall be held for the purpose of choosing five other Committee men or Directors.

THAT it shall be lawful for the Committee or Directors for the time being or the major part of them and they are hereby accordingly empowered to fix upon and ascertain the price or prices sum or sums of money to be paid as and by way of toll allowance or compensation for the grinding of Corn at the said Mill not only by the persons subscribing their names to and signing and sealing these presents but also by all persons who may be allowed by the said Committee for the time being to have their Corn ground at the said Mill and that it shall and may be lawful for the said Committee or Directors for the time being or the major part of them and they are in like manner empowered to alter and vary the same price or prices sum or sums of money from time to time as they shall see occasion.

THAT it shall also be lawful for the said Committee or Directors for the time being and they are hereby empowered and authorised from time to time to permit and allow such industrious poor persons and other persons to have their corn ground at the said Mill as they or the major part of them shall think proper.

THAT it shall be lawful for Committee or Directors for the time being and they are hereby authorised and empowered to lay out and expend such sum or sums of money from time to time in alterations and repairs of the said Mill as shall appear to them necessary and proper. And likewise to contract with or to hire in such manner as they or the major part of them may think expedient any person or persons to look after and superintend the said Mill and to give such wages for so doing as may appear

to them or the major part of them just and necessary.

That the Committee or Directors for the time being shall annually on the said fifth day of April well and truly account with the rest of the persons so subscribing their names to and executing these presents for all such sum and sums of money as may have been expended and received by them during the period they shall have acted as Committee Men or Directors.

That the said Committee or Directors for the time being shall have full power and authority by and with the consent and approbation of a majority of the persons subscribing their names to and signing and sealing these presents such consent and approbation to be expressed at a General Meeting to be called for that purpose to commence or execute any action or actions and to prefer any bill or bills of indictment and to prosecute the same against any person or persons whomsoever and that the expense thereof shall be borne and paid for by it out of the fund to be raised by virtue of these presents.

That the persons subscribing their names to and signing and sealing these presents and each and every of them shall and will on or before the fifth day of October next ensuing the date hereof advance and pay into the hands of the Committee or Directors for the time being the several sums of ten pounds five pounds or one pound set in figures opposite to the names respectively and that such of them as shall fail or neglect to advance and pay the same accordingly shall be excluded from all benefit and advantage under these presents.

That such of the said persons as shall respectively advance and pay the said sums of ten pounds five pounds or one pound in the manner and by the time aforesaid shall be afterwards interested in these presents and in the Mill to be erected and the piece of ground to be procured by virtue of the same according and in proportion to the sum to be advanced by such persons respectively.

That from and immediately after the said Mill shall be completed and put into a proper state for the grinding of corn the said persons so subscribing their names to and signing and sealing these presents and each and every of them shall not nor will at any time afterwards have any corn whatsoever ground for the use of themselves respectively or of their respective families at any or other Mill without the consent of the Committee or Directors or the major part of them for the time being for that purpose first had and obtained and that in case any of the said persons after the said Mill shall be put into a proper state for work and without such consent of the said Committee or Directors for the time being or the major part of them shall have any corn ground or cause any corn to be ground for the use of themselves or of their families respectively at any other Mill then and in that case such of the said persons respectively so acting shall be liable to pay to the said Committee or Directors for the time being the Sum of ten shillings for each and every strike of corn which they respectively may have ground or caused to be ground away from the said Mill hereby agreed to be erected. And that in case any of the said persons respectively against whom it shall be proved that they have had corn ground or caused the same to be ground away from the said Mill shall refuse or neglect to pay such sums as the said Committee or Directors for the time being or the major part of them shall ascertain to have become forfeit and shall demand the payment of the same respectively then such of the said persons so refusing or neglecting to pay the same shall from and after such neglect or refusal to be wholly excluded from all future benefit and advantage under these presents and every clause article and thing herein contained.

That in case any of the said persons so subscribing his or her name to and signing and sealing these presents shall quit his or her residence and remove to a distant part of the country whereby he or she cannot conveniently avail himself or herself of any benefit under these presents then he or she so quitting his or her residence shall have the liberty to sell or dispose of the original share or interest to which he or she may be entitled under these presents to any person then residing in the said township of or in any adjoining township or place for the same sum which was paid or subscribed for the said original share or interest which person to whom the same share or interest shall be so sold or disposed of shall from the time he or she became possessed of the same be entitled to all the future benefit and advantage under these presents in the same manner as if he or she had been originally possessed of such share or interest. But in case he or she so quitting his or her residence shall not be able to sell or dispose

of his or her said share or interest as aforesaid and shall have given to the Committee or Directors for the time being three months previous notice of his or her intention to quit that then the said Committee or Directors for the time being shall be bound to pay out of the funds to be raised by virtue of these presents to him or her the said sum which he or she respectively shall have paid or subscribed under or by virtue of the same. And that in either case immediately after the sum which he or she originally paid or subscribed shall have been repaid to him or her he or she shall no longer be entitled to any benefit or advantage under these presents.

That in case one or more of these Committee or Directors for the time being shall in the judgment of the major part of the persons so subscribing their names to and signing and sealing these presents conduct himself or themselves improperly and contrary to the interests of such persons in the exercise and execution of the powers and trusts hereby reposed in him or them then it shall be lawful for and the said persons or the major part of them are hereby empowered at a General Meeting to be held for that purpose and provided the sense of a General Meeting authorised such a measure to displace him or them who shall so misconduct himself or themselves from any longer acting as a member or members of such Committee.

THAT the share or interest of any one of the said persons subscribing his or her name to and signing and sealing these presents of and in the same and of and in the said Mill and premises who shall happen to die shall from immediately after his or her death be and become vested in his or her executors or administrators and that his or her executors or administrators shall hold possess and enjoy the said share or interest in all respects in like manner as it was held and enjoyed by the person who was originally entitled to the same.

THAT in case any dispute difference or question shall happen to arise between or amongst all or any of the said persons subscribing their names to and signing and sealing these presents or between and amongst the said Committee or Directors for the time being touching or concerning any article matter clause or thing herein contained or any matter cause or thing connected with these presents or arising or growing out of the same there it is hereby directed agreed and declared that a General Meeting or all the persons interested under these presents shall immediately after such difference dispute or question shall arise or be started be convened before which meeting such dispute difference or question shall be laid or submitted and at which the same shall be finally determined by the majority then present.

AND that it shall be lawful for all the persons subscribing their names to and signing and sealing these presents or the major part of them at any General Meeting which they may hold but not otherwise to alter and amend any of the clauses articles conditions matters and things herein contained. And to enter into submit and agree to such new and other articles conditions regulations matters and things as may appear to them or the major part of them assembled at any such General Meeting proper and expedient and that all such altered or amended or newly agreed to articles or conditions regulations matters and things shall be written in a book to be kept for that purpose and the same shall be subscribed by the Committee or Directors for the time being or the major part of them and that thenceforth the same shall be as binding and conclusive in all respects upon all the said persons interested in these presents as if made and agreed to before or at the execution of these presents and as if the same had been inserted therein. IN WITNESS whereof we have hereunto set our hands and seals the fourteenth day of August in the year of our Lord One Thousand Eight Hundred and Twelve.