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This

CONVEYANCE is made the *seventeenth* day of *December*

One thousand nine hundred and sixty-three BETWEEN ALFYN JONES of Llys Maelor Telybont near Conway in the County of Caernarvon EVAN OWEN of Bryn Pin Tynygroes near Conway (formerly of "Rhyd" Roewen) Farmer and JOHN ALYN JONES of Bryn Gwynog Conway aforesaid Farmer (hereinafter called "the Vendors") of the one part and the REVEREND RUDOLPH ADRIAN JONES of Caernarvon Vicarage Conway Clerk in Holy Orders ISOBEL GEE of "Lliffach" Tynygroes Conway Spinster Justice of the Peace and GORDON WILLIAM PERRY of The Post Office Roewen Sub-Postmaster (hereinafter called "the Trustees") of the other part

WHEREAS :-

(1) BY A CONVEYANCE dated the Eighteenth day of February One thousand nine hundred and thirty-six and made between John Owen and the said Alfyn Jones of the one part and the Vendors and one John Owen (who has since died) of the other part which recited that the property hereinafter described and intended to be hereby conveyed (hereinafter called "the Trust Property") belonged to the Vendors and the said John Owen as joint tenants in fee simple and was liable to be held by them on the trusts in that Conveyance mentioned was conveyed unto the Vendors and the said John Owen in fee simple upon trust to sell the same with power to postpone the sale and to stand possessed of the net proceeds of sale and the net rents and profits until sale upon the trusts and subject to the powers and provisions which under a Declaration of Trust (hereinafter called "the Original Declaration of Trust") of even date with the said Conveyance (signed by the Vendors and the said John Owen) or otherwise the same ought to be held from time to time.

(2) BY THE Original Declaration of Trust the Vendors and the said John Owen declared that they should stand possessed of the Trust Property until sale or other disposition upon trust to permit the same to be used occupied and enjoyed by the Club established at Roewen aforesaid known as "The Memorial Hall Club" and hereinafter called "The Club" and the Members thereof from time to time in accordance with the rules and regulations for the time being of the Club and subject to the directions of the Committee of the Club.

(3) AT A MEETING of the Members of the Club duly convened and held at Roewen on the Eighth day of October One thousand nine hundred and sixty-three a resolution was passed by a majority of not less than two-thirds of the Members present at such Meeting or voting by proxy thereat that the Trustees of the Club be directed to sell the Trust Property to the Trustees for an estate in fee simple in possession free from incumbrances at the price of ONE SHILLING.

(4) THE TRUSTEES have requested the Vendors (who are the Trustees of the Club) to convey the Trust Property in manner and upon the trusts hereinafter appearing

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of One shilling now paid by the Trustees to the Vendors (the receipt whereof

the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Trustees ALL THAT piece or parcel of land situate and being in the Parish of Caerhun in the County of Caernarvon which is for the purpose of identification only but not of limitation delineated and described in the map or plan drawn on the hereinbefore recited Conveyance and thereon coloured pink which said plot piece or parcel of land formerly formed part of premises known as "Cefn-y-Cae" situate in the Parish of Caerhun aforesaid (Together with the buildings erected thereon now called "The Memorial Hall") TO HOLD the same unto the Trustees in fee simple discharged from the trusts hitherto affecting the same UPON THE TRUSTS and SUBJECT to the powers and provisions set out in the First Schedule hereto.

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 or property transferred exceeds the sum of Four thousand five hundred pounds.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE

1. (1) THE TRUSTEES hereby declare that they will henceforth hold the property hereby conveyed upon trust for the purposes of a Village Hall for the use of the inhabitants of Roewen and the neighbourhood (hereinafter called "the Community") without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures and classes and for other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants.

(2) THE CHARITY hereby created (hereinafter called "the Foundation") shall except as in this Deed provided be administered in conformity with the provisions of this Deed under the title of the Roewen Memorial Hall by the Committee of Management hereinafter constituted who shall be the administering trustees thereof

(3) UNTIL THE end of the first Annual General Meeting to be held after the execution of this Deed the Foundation shall be administered by the Trustees.

2. THE TRUSTEES the Committee of Management (hereinafter called "the Committee") and all persons holding any property on behalf of the Foundation shall unless the Minister of Education in writing otherwise directs take such steps as may be necessary for the purpose of vesting in the Official Custodian for Charities all freehold and leasehold lands and hereditaments at any time belonging to the Foundation

3. (1) THE COMMITTEE shall consist of Elected and Representative Members and may include Co-opted Members.

(2) FIVE ELECTED Members of the Committee (other than those appointed under Clause 3 to fill casual vacancies) shall be elected at the Annual General Meeting to be held as in this Deed provided for a term of office commencing at the end of the Annual General Meeting at which they are elected and expiring at the end of the Annual General

Meeting in the following year

(3) NINE REPRESENTATIVE Members of the Committee (numbering according to the Schedule hereto) shall be appointed by the appointing organisations as are set out in the Second Schedule and their names shall be notified by each appointing organisation to the Secretary of the Committee. They shall serve in the case of such Members appointed to fill casual vacancies be appointed before the Annual General Meeting in any year for a term of office commencing at the end of the Annual General Meeting next after their appointment and expiring at the end of the Annual General Meeting in the following year.

(4) THE COMMITTEE shall have power to co-opt not more than three Members to hold office until the end of the Annual General Meeting following their co-option.

(5) ANY COMPETENT Member of the Committee may be re-appointed or re-elected.

4. IN THE EVENT of any application for representation on the Committee being received from any existing or newly-formed organisation operating in the area of benefit the Committee may upon a resolution supported at a duly constituted meeting of the Committee by the votes of a majority of not less than two-thirds of all the Members of the Committee allow such organisation to appoint a Representative Member of the Committee in the same manner as if such organisation had been specified in the Second Schedule to this Deed PROVIDED that no such resolution of the Committee shall be effective until it has been approved in writing by the Minister of Education.

5. UPON THE OCCURRENCE of a casual vacancy the Committee shall cause a note thereof to be entered in their minute book at their next Meeting and, if in the office of Representative Member, it shall be notified as soon as possible to the proper appointing organisation. A casual vacancy in the office of Elected Member may be filled by the Committee and in the office of Representative Member by the proper appointing organisation. A Member appointed to fill a casual vacancy shall hold office only for the unexpired term of office of the Member in whose place he is appointed.

6. THE PROCEEDINGS of the Committee shall not be invalidated by any failure to appoint or any defect in the appointment election or qualification of any Member.

7. NO PERSON shall be entitled to act as a Member of the Committee whether on a first or on any subsequent entry into office until after signing in the minute book of the Committee a declaration of acceptance and of willingness to act in the trusts of this Deed

8. EXCEPT WITH the approval in writing of the Minister of Education no Member of the Committee or his or her spouse shall take or hold any interest in any property belonging to the Foundation otherwise than as a trustee for the purposes thereof or receive any remuneration or be interested in the supply of work or goods at the cost of the Foundation,

9. ANY MEMBER who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Committee a wish to resign shall thereupon cease to be a Member.

10. THE COMMITTEE shall hold at least two ordinary meetings in each year and may hold such other ordinary meetings as may be required. A special meeting may be summoned at any time by the Chairman or any two Members upon seven clear days' notice being given to all the other Members of the matters to be discussed.
11. THE COMMITTEE at their first meeting in each year after the Annual General Meeting shall elect one of their number to be Chairman of their Meetings and may elect one of their number to be Vice-Chairman. The Chairman and Vice-Chairman shall continue in office until their successors are respectively elected. If the Chairman is absent from any Meeting the Vice-Chairman (if any) shall preside otherwise the Members present shall before any other business is transacted choose one of their number to preside at that meeting.
12. EVERY MATTER shall (except as in this Deed provided) be determined by the majority of the Members present and voting on the question. In case of equality of votes the Chairman of the Meeting shall have a second or casting vote.
13. (1) THERE shall be an Annual General Meeting in connection with the Foundation which shall be held in the month of JANUARY each year or as soon as practicable thereafter.
- (2) ALL INHABITANTS of the area of benefit of sixteen years of age and upwards shall be entitled to attend and vote at the Annual General Meeting.
- (3) THE FIRST Annual General Meeting after the date of this Deed shall be convened by the Trustees and subsequent Annual General Meetings by the Committee. Public Notice of every Annual General Meeting shall be given in the area of benefit, at least seven days before the date thereof by affixing a notice to some conspicuous part of the Trust Property or other conspicuous place in the area of benefit and by such other means as the Committee shall think fit.
- (4) THE PERSONS who are present at the First Annual General Meeting after the date of this Deed shall before any other business is transacted appoint a Chairman of the Meeting. The Chairman of subsequent Annual General Meetings shall be the Chairman for the time being of the Committee. In his absence the Vice-Chairman (if any) shall take the chair but if neither is present the persons present shall before any other business is transacted appoint a Chairman of the Meeting.
- (5) THE COMMITTEE shall present to each Annual General Meeting the report and accounts of the Foundation for the preceding year.
14. AFTER PAYMENT of any expenses of administration the net income of the Foundation shall be applied by the Committee in one or other or both of the following ways:
- a) In the maintenance upkeep and insurance of the Trust Property and the payment of rates taxes and other expenses in connection therewith and its use for the purpose specified in this Deed.
- b) In otherwise furthering the purposes specified in this Deed.
15. THE COMMITTEE shall keep in repair and insure against fire burglary public liability and other insurable risks all the buildings of the Foundation not required to be kept in repair and insured by the Lessees or tenants thereof.
16. ANY SUM of cash at any time belonging to the Foundation and not needed as a balance for working purposes shall (unless otherwise directed by the Minister of Education)

be treated as capital and invested.

17. THE COMMITTEE may receive any additional donations or Endowments for the general purposes of the Foundation.

18. THE COMMITTEE shall provide and keep a minute book and books of account. All proper accounts in relation to the Foundation shall in each year be prepared and made out and copies sent to the Parish Council within the area of benefit or to the Chairman of the Parish Meeting of any parish within the area of benefit where there is no Parish Council and (on demand) to the Minister of Education.

19. (1) SUBJECT and without prejudice to any use by the Committee for the purpose specified in this Deed the Trust Property may be used in accordance with any rules made by the Committee under Clause 22 for the said purposes by such bodies or persons as the Committee determine free of rent but subject to a payment in respect of the expense of and incidental to the maintenance and use of the Hall and otherwise upon such terms as may be agreed.

(2) THE COMMITTEE may from time to time permit the Trust Property to be used otherwise than for the purposes specified in this Deed subject to a payment sufficient at least to defray the expenses incidental to the use in each case but so as not substantially to interfere with its use for the said purposes.

20. THE COMMITTEE may 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 Property 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 Trust Property

21. IF THE COMMITTEE decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Trust Property in whole or in part for the purposes stated in Clause 1 it shall call a Meeting of the inhabitants of the age of Eighteen years or upwards of the area of benefit of which Meeting not less than Fourteen days notice (stating the terms of the Resolution that will be proposed thereat) shall be posted in a conspicuous place or places on the Trust Property and advertised in a newspaper circulating in the area of benefit 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 Property 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 property 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 area of benefit as may be approved by the Minister of Education and meanwhile such moneys shall be invested in the name of the Official Custodian for Charities 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 Property may properly be applied.

22. WITHIN THE LIMITS prescribed by this Deed the Committee from time to time may make and alter rules and regulations for the conduct of their business and for the summoning and conduct of their meetings the deposit of money at a proper bank the custody of documents and in particular with reference to :

- a) the terms and conditions upon which the Trust Property may be used in accordance with the provisions of this Deed and the sum (if any) to be paid for such use
- (b) the appointment as Secretary(to hold office at their pleasure) of one of themselves without remuneration or some other fit person at such remuneration as the Committee may determine.
- (c) The appointment of an Auditor Treasurer and such other unpaid Officers as they may consider necessary and the fixing of their respective terms of office.
- (d) the engagement and dismissal of such paid Officers and servants as the Committee may consider necessary; and
- (e) The number of Members who shall form a quorum at Meetings of the Committee; provided that the number of Members who shall form a quorum shall never be less than one-third of the total number of the Members for the time being.

23. ANY QUESTION as to the construction of this Deed or as to the regularity or validity of any acts done or about to be done under this Deed shall be determined conclusively by the Minister of Education upon such application made to him for the purpose as he thinks sufficient.

24. THE INTERPRETATION Act, 1969 applies to this Deed for the interpretation thereof as it applies to an Act of Parliament.

THE SECOND SCHEDULE above referred to :-

The Committee of the Roewen Women's Institute - two Members.

The Caerhun Parish Church - two Members.

The Trustees of Seion Calvinistic Methodist Chapel, Roewen- two Members.

The Trustees of Ebenezer Congregational Chapel, Roewen - two Members.

The Roewen Young Farmers Club - One Member.

SIGNED SEALED AND DELIVERED by the
said ALFRED JONES in the presence
of :-

Gwyneth Joan Thomas
J. E. Jones
T. A. Jones

SIGNED SEALED AND DELIVERED by the said }
RYAN OWEN in the presence of :-

Owen Glynn Jones
The Haven
Rowen

SIGNED SEALED AND DELIVERED by the said }
JOHN GLYNN JONES in the presence of :-

Owen Glynn Jones
The Haven
Rowen

SIGNED SEALED AND DELIVERED by the said }
RUDOLPH ADRIAN JONES in the presence of :-

Adrian Jones
The Haven
Rowen

SIGNED SEALED AND DELIVERED by the said }
C. B. Griffiths in the presence of :-

C. B. Griffiths
Carmel, Carmarthen

SIGNED SEALED AND DELIVERED by the said }
W. D. Jones in the presence of :-

W. D. Jones
Owl. Tyn-y-Groes

17th December

Mr. Alfyn Jones & Others

RECEIVED
31 JUL 1964
CHARITY
COMMISSION

CONVEYANCE

-of-

HOWDEN MEMORIAL HALL situate at
Howden in the County of Caernarvon

Howell Jones & Marshall Hughes,
Solicitors,
Llanwrthwl