

Penyffordd & Penymynydd War Memorial Institute  
Indentures 20 June 1923

This Indenture made the 20<sup>th</sup> day of June 1923 between James Collinge of Rimmerton in the county of Flint esquire (hereinafter called the Grantor) of the one part and William Astbury of Penyffordd in the said county, builder and contractor. John Jones Rowlands of Model Farm Penyffordd aforesaid farmer. Robert Charles Wrench of Blackbrook Farm Penyffordd aforesaid farmer. Charles Willis of Nant Farm Lower Mountain Penyffordd aforesaid farmer and Jonathan Price Griffiths of Hope Villa Penyffordd aforesaid Land Agent (hereinafter call the Trustees) of the other part. Whereas the Grantor is seized of the plot of land hereinafter described in unencumbered fee simple in possession and whereas the Committee of the Penyffordd and Penymynydd War Memorial Institute and other persons interested in the welfare of the said Districts have collected funds with the object of erecting a War Memorial & Institute & have requested to the Grantor to convey to the trustees as a free gift the said plot of land which he has agreed to do on the terms and conditions herein after contained now this indenture witnesseth as follows:-

1. In consideration of the premises the Grantor as Settler clearly & voluntarily & without valuable consideration thereby conveys into the trustees all that plot of land situate in the county of Flint containing 4,578 sq yards & more particularly delineated as to its extent and boundaries in the plan enclosed on these presents & therein edged with a red line except and reserving out of the assurance hereby made all mines & beds of coal & [unclear] all ores & all other mines & minerals whatsoever lying within or under the plot of land & premises hereby conveyed with liberty at all times for the Grantor his heirs & assigns by underground workings only to dig, sink, search for, get, take, [page 2] & carry away the same mines & minerals & also to work & communicate with the mines & minerals under adjoining & other lands and also except & reserving to the Grantor his heirs & assigns the free running of water & soil from any hereditaments adjoining or near to the plot of land & hereditaments hereby conveyed to which the Grantor his heirs or assigns for the time being be entitled for any estate of interest in & through the sewers, drains, watercourses & channels for the time being in, upon, or under the plot of land & premises hereby conveyed or any part thereof with liberty at all times to enter the plot of land hereby conveyed to cleanse, renew or repair the said sewers, drains, watercourses & channels. And also except & reserving unto the Grantor his heirs & assigns all rights for him & them to have the free use & enjoyment of any adjoining land of his or theirs for any purpose whatsoever particularly for purposes connected with the conversion appropriation at any time hereafter of such adjoining land for building or other purposes & whether the same purposes shall obstruct or interfere with the access of light or air to any buildings now or at any time hereafter erected, it being the true intent & meaning of these presents that all [unclear] & lights now or at any time hereafter on buildings on such land shall at all times hereafter be deemed to be enjoyed by the trustees their heirs & assigns on sufferance only. To hold the same subject to the [unclear] easements hereinafter reserved unto & to the use of the trustees in fee simple.
  
2. The trustees (which expression shall include the survivors & survivor of them or other the trustees for the time being of these presents) shall hold the said plot of land hereby conveyed & all & every the buildings & erections which

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now or at any time hereafter may be erected thereon. Upon trust to permit the same to be [page 3] appropriated & used in perpetuity as the site of a War Memorial & as a place of recreation, education, or social intercourse under the name of "The Penyffordd & Penymynydd War Memorial Institute" for the use of all persons of all classes regardless of sex of the age of fourteen years & upwards resident in the Districts of Penyffordd & Penymynydd or the distance of 2 miles therefrom & otherwise for the benefit of the inhabitants of the said Districts as hereinafter appears & upon the failure from any cause of such trust during the lifetime of the descendants now living of His Late Majesty King Edward VII & during the lifetime of the survivors of them & during 21 years after the death of such survivors & during such further period as may not be contrary to the law of perpetuities. The trustees shall stand possessed of the said plot of land hereby conveyed & the buildings for the time being thereon. Upon trust for sale & with & out of the moneys to arise from such sale. Upon trust in the first place to pay to the Grantor his heirs or assigns the sum of £300 & to stand possessed of the residue of the said moneys to arise from such sale in trust for such charitable purposes for the benefit of the inhabitants of the Penyffordd & Penymynydd Districts in such manner as the Executive Committee in consultation with the Charity Commissioners may decide.

3. The management & control of the trust premises including the right to erect any buildings therein shall be vested in the Executive Committee of the Penyffordd & Penymynydd War Memorial Institute for the time being (hereinafter referred to as the Executive Committee) if at any time the said Executive Committee shall cease to exist or shall fail to hold an annual meeting at which the Executive committee shall be elected or re-elected then the management & control [page 4] shall be vested in the Hope Parish Council or any Committee to be from time to time elected by that body.
4. The uses to which the said land & Institute when erected & any other building or buildings or erections which may hereafter be erected or placed on the said land may be put shall be strictly non-political & non-sectarian but subject to this restriction the said land & buildings may be used for such purposes & in such manner & under such rules & regulations as the Executive Committee shall in their discretion from time to time consider to be for the benefit & advantage of the inhabitants of the Penyffordd & Penymynydd Districts including the formation & carrying on of a Social Club for the inhabitants of the said Districts for the purposes aforesaid the Executive Committee shall have power from time to time to frame such bye-laws & regulations as to them may seem necessary & expedient with power from time to time to vary or rescind any such bye-laws & regulations at their discretion.
5. The Trustees may from time to time permit the buildings for the time being standing upon the said premises to be repaired and enlarged or taken down & rebuilt if necessary so as to render the same better adapted for the purposes aforesaid & may permit the erection of additional buildings.
6. The Trustees shall not be responsible for the maintenance or repair or insurance of the said premises or for the payment of any charges thereon.

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7. If the said Institute cannot be maintained or if the same shall cease to be used for the purposes [page 5] aforesaid the first trust hereinafter declared shall be deemed to have failed & if the same shall happen within the period aforesaid the trustees shall hold the said premises upon the trusts & with and [unclear] to the powers & provisions declared & contained in paragraph 2 hereof.
8. Subject to the direction of the Executive Committee may at any time hereafter (but only for the hereinbefore declared)
- (1) Let the hereditaments hereby assumed or any building for the time being thereon or on any part thereof respective for such term of years or should lease at such rent & subject to such conditions, stipulations on provisions as the trustees shall determine.
  - (2) Mortgage or change the hereditaments hereby or assured or any buildings for the time being thereof or any part thereof respectively to secure the repayment of any sum or sums of money which the trustees may (as they are hereby authorised to do) borrow on the security of the premises & with or subject to such [unclear] of sale & other provisions as the trustees shall think fit.
9. Upon any lease or mortgage under the foregoing[?] clause the lessee or mortgage-dealing bona fide with the trustees shall not be concerned to see or enquire whether the occasion for exercising or executing the power has arisen or whether the trustees are acting under the direction of the Executive Committee or whether any other events have taken place empowering the trustees to exercise such power or otherwise as to the propriety or regularity of any such lease or mortgage but every such transaction shall be deemed to be duly authorised & performed & any such mortgage shall not be [unclear] to see to the application of the money [unclear].
10. [Page 6] The number of trustees shall not exceed seven & shall not be less than three. The power of appointing new trustees of these presents shall be rested in the Executive Committee. No person other [unclear] [unclear] acting trustees for the time being shall be concerned to enquire as to the regularity of their appointment.
11. 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 of the property conveyed exceeds £500.

In witness whencof [?] the said parties to these presents have hereunto set their hands & seals the day & year first before written.

James Collinge  
William Astbury  
John J Rowlands  
Robert G Wrench  
Jonathan P Griffiths