

Transcript of the Trust Deed of
Bridgend Masonic Lodges Charitable Trust
dated 1st May 1984

THIS DECLARATION OF TRUST is made the First day of May One thousand nine hundred and eighty four by:

Ronald Bowen Whittingham of Number 12 Court Road Bridgend in the County of Mid Glamorgan, Retired Solicitor.

William Thomas Farley of St.Kitts, Lon Las Drive, Skewen in the County of West Glamorgan, Retired Bank Manager.

Alfred James Worts of Number 64 Coychurch Road Bridgend aforesaid Retired Engineer representing the Ogmores Lodge No. 1752 on the Register of the United Grand Lodge of Antient Free and Accepted Masons of England.

Frederick Howells of Number 32 Bryn Llidiard Bridgend aforesaid Retired Local Government Officer representing the Llangeinor Lodge No. 4194 on the said Register.

Frank Knights of Number 57 Highwalls Avenue Dinas Powis in the County of South Glamorgan Bank Manager representing the Morganwg Lodge No. 5084 on the said Register.

Joseph Henry Ponsford of Number 18 Woodlands Rise Bridgend aforesaid Retired Company Secretary representing the Penybont Lodge No. 6743 on the said Register.

Peter Graham Tanner of Number 2 Priory Oak Brackla Bridgend aforesaid Insurance Manager representing the Ewenny Lodge No. 8485 on the said Register.

Idris Thomas Williams of Coychurch Cottage Coychurch Bridgend aforesaid Company Director representing the Glanogwr Lodge No. 8508 on the said Register.

(Hereinafter called "the Trustees")

WHEREAS the said Masonic Lodges at Bridgend have expressed the desire and have resolved to constitute a Charitable Trust to be known as "The Bridgend Masonic Lodges Charitable Trust" and each has agreed to subscribe the sum of Five Hundred Pounds to set up an initial Capital Fund of Three Thousand Pounds (hereinafter referred to as "the Benevolent Fund").

AND whereas it has been agreed by all the said Lodges that the Trustees should be Trustees for the purpose of holding the Benevolent Fund.

AND whereas it has been agreed that a Trust Deed should be executed by the Trustees in the form of the draft produced at the Meeting of each Lodge (being a draft of this Deed) for the purposes of declaring the trusts of the Benevolent Fund and any other property or money which might from time to time be or become payable to the Trustees of the Benevolent Fund.

AND whereas it has been agreed that the execution of the Trust Deed (meaning this Deed) by the Trustees should be conclusive evidence that the said desire and resolution of the said Lodges has been carried out in every respect in accordance with the requirements of each of the said Lodges.

AND whereas the said Ogmores Lodge No. 1752 having been constituted in or around the year 1895 (*sic*) is the owner of the freehold property more particularly described

in the Schedule hereto and generally known as The Masonic Hall Adare Street Bridgend aforesaid which said premises is now vested in the first three named Trustees on behalf of the said Lodge.

AND whereas at a regular Meeting of the said Ogmores Lodge No.1752 held on the Thirtieth day of April One thousand nine hundred and eighty four it was resolved:

- (a) That the said freehold property more particularly described in the Schedule hereto under the terms of a Trust Deed dated the Twenty eighth day of March One thousand eight hundred and ninety five and a Declaration of Trust dated the Sixth day of March One thousand nine hundred and thirty one (hereinafter called the Lodge Trust Deeds) should be conveyed by way of a gift to the Charity Trustees but in this Deed called “the Trustees” subject to the conditions hereinafter mentioned.
- (b) That the Trustees as a condition of the gift of the Property to them should be required immediately following the conveyance of the Property to them to execute a Trust Deed (thereinafter called “the Charity Trust Deed”) in the form of the draft produced to the Meeting (being a draft of this Deed) for the purpose of declaring the charitable trusts upon which they were to hold the Property and any other property or money which might from time to time be or become payable to them.
- (c) That the Members of the Lodge should jointly and severally undertake to indemnify the Lodge Trustees in respect of any liability to which they might by law be subject resulting in any way from their actions in transferring the Property to the Trustees by way of gift notwithstanding the terms of the Lodge Trust Deeds.
- (d) That the execution of the conveyance of the property by the Lodge Trustees and of the Charity Trust Deed by the Trustees should be conclusive evidence that the said resolutions had been carried out in every respect in accordance with the requirements of the Lodges.
- (e) Pursuant to the said resolution the property was by a Conveyance bearing in mind the same date as this Deed but executed immediately prior hereto conveyed to the Trustees to be held by them upon the Charitable Trusts hereby declared.
- (f) Pursuant to the said resolution the Trustees have agreed to execute this Declaration of Trust.

NOW this Deed WITNESSETH:-

1. The Trustees hereby declare that the Trustees shall hold the Property and all other Property Investments and or monies which may from time to time be received by the Trustees as such and whether such monies shall arise by way of income from or in respect of the Property or any other property or investments held by the Trustees as such or from donations and bequests or from donations and bequests or from any other source and also the investments for the time being representing the same (all of which are hereinafter included in the expression “the Benevolent Fund”) Upon trust to apply both the capital and the income of the Benevolent Fund to or for the relief of such poor and distressed Brother Masons or their poor and distressed widows and children or to or for the benefit of such Masonic Charities or other exclusively Charitable Institutions Societies and objects as the Lodge shall in duly constituted meeting from time to time direct. Provided that the application of money (whether capital or income) towards any particular one

- or more of the said charitable purposes shall be subject to such express restrictions and conditions (if any) as a donor may prescribe.
2. (i) The Ogmores Lodge Treasurer for the time being elected in accordance with Rule 112 of the Book of Constitutions shall be an ex-officio Trustee hereof.
- (ii) All monies comprised in the Benevolent Fund and not for the time being invested shall be deposited in a bank account entitled “The Bridgend Masonic Lodges Charitable Trust Fund Account” and shall be subject to the provisions of Rule 163 of the Book of Constitutions and all cheques drawn upon the said account shall bear the signature of the Treasurer and of one Trustee of the said Benevolent Fund being duly authorised thereto by the Lodge.
3. Any part of the capital or income of the Benevolent Fund which may not for the time being be immediately required for any of the purposes aforesaid may until so required be invested by the Trustees in or upon
- (i) Any investments for the time being authorised by law for the investment of trust funds.
- (ii) The debentures or debenture stock or fully paid preference ordinary or deferred shares or stock dealt in or quoted upon a recognised stock exchange in the United Kingdom of any company incorporated in the United Kingdom under any general or special Act of Parliament (provided such company has a paid up capital of not less than Five hundred thousand pounds and has paid for not less than five years prior to the time of the investment a dividend of at least four pounds per centum per annum on its ordinary shares or stock) or of any corporation established in the United Kingdom for public purposes by or under any Act of Parliament. With power with the like consent to vary such investments for others of a like nature.
4. Subject to any direction the Trustees may if they think fit and without being liable for the exercise of such discretion retain any investments (provided they do not involve any liability for calls) or other personal property which may from time to time be given or bequeathed to the Benevolent Fund though not being investments authorised to be acquired hereunder or may disclaim any such any such property and may accept and retain or refuse any new shares stock debentures or debenture stock in any company which may be allotted to them in respect of any investments retained as aforesaid and the Trustees shall not be liable for any loss which may occur by reason of any such retainer acceptance or refusal
5. In addition to such powers as may be vested in them by this deed or conferred upon them by law the Trustees shall have the following additional powers:-
- (a) Power with the consent of the Lodges to invest any part of the capital or income of the Benevolent Fund which may not for the time being be immediately required in the purchase of freehold land or other immediate property.
- (b) Power with the like consent to sell exchange convey lease mortgage charge agree to let or otherwise conduct the management of any land forming part of the Benevolent Fund as if the Trustees were the beneficial owners of such land absolutely entitled.

- (c) Power to keep any buildings for the time being forming part of the Benevolent Fund insured against such risks as they think fit with Lloyds Underwriters or some insurance office of repute in the names of the Trustees and power for such purpose to pay all premiums and other monies which may be required out of the capital or interest of the Benevolent Fund.
- (d) Power with the consent of the Lodges to apply any money for the time being forming part of the Benevolent Fund in improving any land which or the proceeds of any sale of which may for the time being form part of the Benevolent Fund or in erecting enlarging improving or rebuilding any buildings upon such land; and
- (e) Power with the like consent to permit any freehold or leasehold premises forming part of the Benevolent Fund to be occupied or used by any body organisation or trust which under the law of England is recognised as exclusively charitable upon such terms as to rent rates taxes and outgoings and as to insurance repair and decoration as the Trustees shall think fit.
6. In addition to the ordinary indemnity given by law to the Trustees the Trustees shall not incur any liability in acting on any given them by the Lodges but may assume unless the contrary appear that every direction was given at a duly constituted meeting of the Lodges in accordance with the by-laws for the time being in force and that all formalities conditions and inquiries prescribed by the same were duly complied with.
7. In the event of the Lodges being dissolved or erased or of the Lodges resolving to discontinue the Benevolent Fund the Trustees shall hold the Benevolent Fund Upon trust to transfer the same to the Trustees of the Grand Charity constituted under The General Law and Regulations of the United Grand Lodge of Antient Free and Accepted Masons of England to the intent that the Benevolent Fund shall go and belong to the said Grand Charity in augmentation of the same and shall be subject to the trusts and provisions thereof.
8. Subject to the provisions of Clause 2 hereof:
- (i) The Lodges shall have power by resolution to nominate the persons to be appointed new Trustees of the Benevolent Fund but such persons shall be Members of the Lodges and the person or persons in whom the statutory power is vested shall forthwith by Deed appoint the persons so nominated to act as Trustees hereof
- (ii) The Lodges may at any time by resolution remove a Trustee from the Trusteeship of this Deed for any reason which may appear to the Lodges to be sufficient and without assigning any reason and thereupon the Trustee so removed shall for the purpose of the exercise of the statutory power of appointing new Trustees be deemed to be dead.
- (iii) Any Deed executed by the persons in whom the statutory power is vested shall in favour of a Purchaser or other person acquiring any interest for money or money's worth be deemed to have been executed in accordance with the resolution of the Lodges and shall be taken to be valid in all respects.

9. In this Deed where the context so requires or admits the expression “the Trustees” shall include the Trustees or Trustee for the time being hereof

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule

All that piece or parcel of land situate in Adare Street Bridgend in the County of Mid Glamorgan having the premises of the National Westminster Bank the Old Drill Hall and the Tabernacle Chapel on the Northern Eastern and Southern Sides thereof respectively as the same is delineated (but for the purposes of identification only) upon the plan drawn upon a Conveyance dated the Fourth day of March One thousand nine hundred and thirty one and made between the Dunraven Estates Company Limited of the first part The right Honourable Windham Henry Earl of Dunraven and Edward Joseph Dent of the second part and Michael Davies Samuel Thomas Daniel Frederick William Lawrence and Wilfred Bradshaw of the third part and thereon edged with Pink Together with the building erected thereon known as Masonic Buildings and together with the appurtenances thereto belonging.

Signed Sealed and Delivered by the said Ronald Bowen Whittingham in the presence of C Whittingham, Solicitor, Bridgend

R B Whittingham

Signed Sealed and Delivered by the said Frank Knights in the presence of C Whittingham

Frank Knights

Signed Sealed and Delivered by the said William Thomas Farley in the presence of R L Edwards, 7 Melton Drive, Bridgend. Retired Solicitor

W T Farley

Signed Sealed and Delivered by the said Joseph Henry Ponsford in the presence of C Whittingham

Joseph H Ponsford

Signed Sealed and Delivered by the said Alfred James Worts in the presence of C Whittingham

A J Worts

Signed Sealed and Delivered by the said Peter Graham Tanner in the presence of C Whittingham

Peter G Tanner

Signed Sealed and Delivered by the said Frederick Howells in the presence of C Whittingham

F Howells

Signed Sealed and Delivered by the said Idris Thomas Williams in the presence of C Whittingham

Idris T Williams