

14.10.2017.



Gwyneth I. Jones.

21. MAESGWYN ROAD

WREXHAM. LL11 2AP.

Tel. [REDACTED]

Email [REDACTED]

Dear Sir/Madam

I am writing re-planning ref no:
P2016 0738.

Gov. ref. H/955/A/17/3183371.

I wish to submit an objection on behalf
of the Trustees + Executive Committee
of the Summerhill Institute.

A part/parcel of this land situated
East of Botlan Road - Summerhill, which
forms part of Parsonage Farm, does
not belong to the applicant.

I have enclosed documents
relating to ownership,
Trust Deeds.

Conveyance of land + photograph
of said part/parcel of land, which
belong to the Summerhill Institute.
It is on these grounds that we
wish to object.

Yours faithfully

[REDACTED]
Secretary.

L3 60

119

Dated 2nd June 1921

Trust Deed

establishing a Village Institute
and Recreation Ground at Summerham
near Wrexham in the County of
Denbigh

46/50
11/8/21

I would appreciate
the return of these
documents,
especially the blue
one. Thank you

J. Hopley Pierce & Bird
Wrexham

So all to whom these Presents shall come John Arthur Harrop



of Gwersyllt Hill near Wrexham in the County of Denbigh Justice of the Peace Albert Wynne of Ty Gerrig Summerhill in the Parish of Gwersyllt near Wrexham aforesaid Underground Colliery Manager Joseph Henry Jones of Top Road Summerhill aforesaid Tailor Robert Jones of Top Road Summerhill aforesaid Butcher Francis James Burne of New Road Summerhill aforesaid Gentleman Harry Shone of High Street Summerhill aforesaid Police Constable and Tom Hughes of Bryntirion Summerhill aforesaid Colliery Clerk (hereinafter called "the Trustees") Send Greeting

Whereas by the several Indentures specified in the Schedule hereto the hereditaments specified in the third column of the same Schedule were assured unto and to the use of the Trustees in fee simple upon the trusts and with and subject to the powers and provisions declared and contained concerning the same in a Deed Poll in the said Indentures respectively referred to meaning these presents Now these Presents witness and it is hereby declared as follows:

1. The Trustees and the survivors of them or other the Trustees for the time being of these presents (all of whom

Trusts of
the Institute

are hereinafter included in the expression the Trustees/ shall hold the said hereditaments specified in the Schedule hereto and all buildings and erections now erected or standing upon the said hereditaments or hereafter to be erected or standing thereon Upon trust to permit the same to be used in perpetuity as a non-sectarian and non-political place of recreation and social intercourse and mutual helpfulness under the name of the "Summerhill Village Institute and Recreation Ground" (hereinafter referred to as "the Institute") for the advantage or benefit of such of the inhabitants or persons of either sex residing or being employed or engaged in the Village of Summerhill aforesaid and of all such parts of the district as are within the said Parish of Gwersyllt and of such other persons who may hereafter by virtue of the powers hereinafter vested in the Trustees become entitled to and who shall be duly elected members of the Institute either gratuitously or in consideration of any money payment or on such terms as the Trustees may think fit—

Persons eligible
for membership

2. **XXII** persons residing in or regularly engaged or employed in Summerhill or in such other parts of the district as are within the Parish of Gwersyllt aforesaid shall be eligible to become members of the Institute and any member ceasing to so reside or to be so engaged or employed for three months in succession shall cease to

be a member unless the Trustees may in their discretion and for any special reason shall allow any person not so resident or engaged or employed to be nominated and elected as a member or to remain a member after ceasing to so reside or be engaged or employed and the Trustees may at any time extend the limits within which members may reside or be employed or engaged beyond the Parish of Gwersyllt aforesaid if in the opinion of the Trustees such a course shall be advisable or expedient

3 The Trustees may allow children living in the Parish of Gwersyllt to use such part of the Institute or Recreation Ground at such time and upon such conditions as the Trustees may from time to time decide upon

Power to permit
re by children

4 The Trustees may from time to time hire or let the Institute or any part thereof temporarily or occasionally upon such terms and conditions as they may think fit to any person or body of persons for the purpose of holding meetings therein or for any other temporary or occasional purpose only and whether such meetings or other purposes be for religious political or any other purpose but subject thereto the Trustees shall not permit the Institute or any part thereof to be habitually used for the purpose of any particular Church denomination or sect or of any political party but shall permit the same to be used as a non-sectarian and non-political place of recreation and

Power to let
for temporary
purposes

social intercourse only

Power to
repair &c

5. The Trustees may from time to time permit the buildings or erections for the time being to be repaired altered enlarged or taken down or rebuilt if necessary so as to render the same better adapted for the purposes aforesaid and may permit the erection of additional buildings

Non liability
of Trustees

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

Power of Sale

7. The Trustees shall have power (with such consent (if any) as may be required by law) if the Institute cannot be maintained or if the same shall cease to be used or of use for the purposes aforesaid to sell the said trust premises or any part thereof and pay and apply the net proceeds of such sale remaining after payment of all expenses for such charitable purposes for the benefit of the inhabitants of Summerhill aforesaid and of such other parts of the district as are within the Parish of Gweroyllt aforesaid and in such manner as the Trustees shall think fit

Protection
of Purchaser
on Sale

8. Upon any sale purporting to be made in pursuance of the power of sale hereinbefore contained no purchaser or purchasers dealing bona fide with the Trustees shall be bound or concerned to inquire whether the occasion for executing or exercising such power has arisen or whether the provisions as to the appointment and retirement of Trustees hereinafter

contained have been properly and regularly observed and performed nor shall the Purchaser or Purchasers be concerned to see to the application of the purchase money —

9. The management and control of the said Institute shall be vested in a committee (hereinafter called 'The Committee') constituted as hereinafter directed —

Management
of Committee

Constitution
of Committee

10. The Committee shall consist of the Trustees for the time being and of ten elective committee men —

Election of
Committee

Committee to
admit to
membership
of Institute

Non attendance
at Committee
Meetings to
vacate office

11. Until the twelfth day of May One thousand nine hundred and twenty five members of the Institute shall be elected by the Trustees and at the end of that period a General Meeting of the members shall be summoned and such meeting shall elect ten elective committee men and thereafter members of the Institute shall be elected by the Committee who may make regulations as to the mode of nomination for and mode of such election and may from time to time revoke alter or vary any such regulations Every candidate for election to membership by the Committee shall be nominated by at least five members of the Institute —

12. Any elective member of the Committee who without reasonable and just cause as to which the decision of a majority in number of the Committee men including the Trustees shall be final fails to attend at least one meeting of the Committee in each year shall ipso facto cease to be a member of the Committee and his place as such shall

be vacant at the expiration of twelve calendar months from the date of his last attendance at a committee meeting.

Retirement of
Committee men
by rotation

13. **Two** of the first elective committee men (to be selected by lot) shall retire from office on the day of the annual meeting of the members of the Institute in the year One thousand nine hundred and twenty six and two more (to be also selected by lot) shall similarly retire at the said Annual Meeting in the year One thousand nine hundred and twenty seven and so on until all the first elective Committee men shall have retired and in each succeeding year thereafter the two Committee men who shall have been longest in office shall retire on the day of the said Annual Meeting in that year —

Election of
Committee men

14. **Elective** Committee men to fill the places of those ceasing to be members of the Committee under Clause 12 or retiring under Clause 13 hereof shall be elected each year by the members of the Institute at the said Annual Meeting of the Institute and the retiring Committee men from time to time shall remain in office until their successors are appointed. A retiring elective Committee man shall be eligible for re-election —

Filling up
casual vacancies
on Committee

15. **Casual** vacancies among the elective Committee men arising prior to any Annual Meeting may be filled up by the Committee but so that any elective committee man elected to fill a casual vacancy shall hold office only while the

committee man in whose place he was elective, would have held office. And a casual vacancy shall be deemed to arise on any committeeman ceasing to hold office under clauses 12 or 16 hereof.

16 No person shall be eligible to hold office as an elective committee man unless he shall be a member of the Institute and shall reside or be regularly engaged or employed in the Village of Summerhill or in such other part of the district as is within the Parish of Giversyllt aforesaid or within such extended area as the Trustees may hereafter decide upon and any such committee man ceasing to so reside or to be so regularly engaged or employed for three consecutive months shall ipso facto cease to be a committee man.

17 The names of the retiring committee men and of those ceasing to be committee men under paragraphs 12 or 16 hereof in each year and the date and place of the election at which the committee men to fill their places are to be appointed shall be kept posted up on the principal outer door of the Institute for fourteen days at least before the election.

18 Candidates for appointment as committee men shall be proposed by at least two members of the Institute qualified to vote at the election aforesaid who shall give to the committee notice in writing of their intention on that behalf fourteen

days at least before the election and for seven days at least before the election the names and addresses of the candidates and of their proposers shall be posted upon the principal outer door of the Institute _____

Power to delegate to sub-committees 19. The Committee may from time to time delegate any of their powers or duties to sub-committees consisting of such member or members of their body as they may think fit

Annual Meeting 20. The said Annual Meeting of the members of the Institute shall be fixed for and held in the month of May in each year or in such other month as the Trustees may hereafter from time to time appoint and notice of such meeting shall be kept up on the principal door of the Institute at least fourteen days previous to such Meeting. The Chairman of the Committee for the time being shall preside at such Meeting or in his absence some person chosen by the Meeting _____

Persons entitled to attend Annual Meeting 21. The only person who shall be entitled to attend and vote at such Annual Meeting shall be members of the Institute qualified to vote thereat _____

Persons entitled to vote at meetings 22. A Member qualified to vote at any Meeting or for any other purpose including the appointment of Trustees shall mean a member whose subscription for the current year has been duly paid _____

Meetings of Committee 23. Ordinary Meetings of the Committee shall be held at such times (not being less than once in every three

months, as the Committee shall prescribe and seven days notice of every Meeting shall be sent to each committee man either through the post or by such officer as the Committee shall appoint for that purpose _____

Chairman
Committee
Meetings

21. At each Meeting of the Committee such person as the committee men present shall appoint shall be the Chairman and three shall be a quorum and every question shall be determined by the majority of the committee men present and voting thereon and in case of equality of votes the Chairman shall have a second or casting vote _____

Accounts to be
submitted to
General Annual
Meeting

25. All the said Annual Meeting of the members of the Institute in each year the accounts of the Institute for the past year shall be submitted _____

Minutes to
be kept

26. A minute book shall be kept by the Committee and all proceedings of the Committee shall be entered therein _____

Notice of
Committee
Meetings

27. Any notice to be given to a committee man under these presents shall be sufficiently given if sent through the post to his usual or last known place of residence or business or employment in the said Parish of Gwersyllt _____

Power to close
Institute for
repairs &c

28. The Committee shall have power at any time or times to close the Institute for the purpose of carrying out repairs alterations or other similar work for such period as may be necessary _____

Times of
opening

29. The Committee shall permit the Institute to be opened during such times and upon such terms and subject to

such bye laws rules and regulations as the Committee shall from time to time prescribe

Power to require
subscriptions from
Members

30. ~~The~~ Committee may require such subscriptions and other payments from members of the Institute as they may from time to time think desirable and proper

Application
of moneys
received by the
Committee

31. ~~All~~ moneys received by the Committee under or for the purposes of these presents shall be applied in repairing and improving the trust premises and keeping the same and the furniture and effects from time to time therein insured against fire and in paying all rates taxes and other outgoings from time to time becoming payable in respect thereof and in paying all expenses of carrying on the trust premises and providing and repairing furniture books newspapers periodicals and effects and all such other things as may be required for the purposes of the said Institute and paying wages of all officers and servants whom the Committee may think proper to employ for the purposes of these presents or otherwise in executing the trusts and powers herein contained

Prohibition
of intoxicating
liquor

32. ~~No~~ intoxicating liquor of any description shall at any time be supplied to or consumed by either members of the Institute or any other person in upon or about the premises

Power to make
and alter bye
laws

33. ~~The~~ Committee shall have full power at any time to make alter or rescind any bye laws rules and regulations

with regard to the carrying on and the managing of the said Institute and to all or any of the matters in respect of which any power or duty is hereby vested in them as they may think proper but not so as contravene any of the provisions of these presents

34

Appointment
new Trustees

The following provisions as to the appointment of new Trustees and the discharge and retirement of Trustees shall apply to these presents by way of extension and variation of the statutory powers

(a) The Trustees of these presents shall not exceed seven nor be less than five in number

(b) Every Trustee to be hereafter appointed shall be nominated by a majority in number of the Members of the Institute qualified to vote and voting at a Meeting to be called for that purpose and the Trustees shall appoint the person so nominated to be Trustee of these presents and thereafter on any Trustee appointed on such nomination ceasing to be a Trustee his successor when appointed shall be appointed on the like nomination. Any elective Committee man appointed a Trustee shall thereupon cease to hold office as an elective Committee man and his place as such shall be vacant

(c) Candidates for appointment as Trustees shall be proposed by at least two members of the Institute qualified to vote at the election who shall give to the Committee notice in writing of their intention in that behalf fourteen days at

least before the election and for seven days at least before the election the name and address or names and addresses of the Candidates and their proposers shall be posted upon the principal outer door of the Institute _____

(d) Any Trustee who becomes Bankrupt or remains out of the County of Denbigh for more than twelve calendar months shall ipso facto cease to be a Trustee of these presents _____

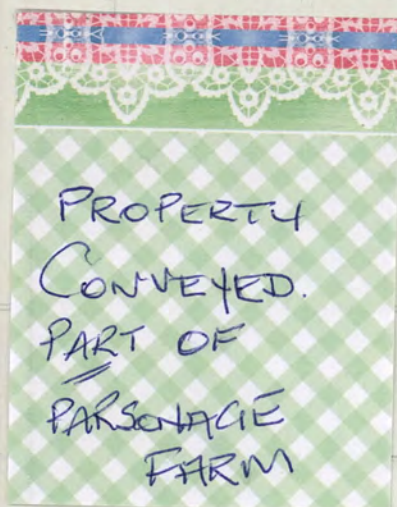
(e) Any one of the Trustees may when there are more than five Trustees retire from the trusts of these presents on giving two calendar months notice in writing of his intention so to do to each of the other Trustees for the time being and upon the termination of such two months the Trustee giving the notice shall cease to be a Trustee of these presents and any notice sent by post to the usual or last known place of abode in the United Kingdom of any Trustee shall be sufficient notice to him hereunder _____

In witness whereof the said parties to these presents have hereunto set their hands and seals the second day of June One thousand nine hundred and twenty five

The Scheme referred to

Date	Parties	Property conveyed
1925 June 2nd	Mary Hannah Jones Sarah	All that piece or parcel of land

Date	Parties	Property conveyed
	Jane Jones and Eliza Fanny Couchran of the first part John Arthur Harrop of the second part and The Trustees of the third part	situate at Summerhill aforesaid bounded on the northerly side by land of Mr Robert Jones and on the southerly side by a new road on the easterly side by a proposed new road and on the westerly side by other land and premises of the vendors and which piece or parcel of land hereby conveyed has a frontage of 36 feet to the said new road and measures on the northerly side 36 feet and on the easterly side 222 feet 3 inches and on the westerly side 234 feet and contains in the whole 912 square yards and is more particularly delineated in the plan endorsed on the Conveyance dated the 2 nd day of June 1925 and therein coloured pink
25 June 2 nd	Frederick Harding Beirne of the one part and the Trustees of the other part	And that piece or parcel of land situate at Summerhill aforesaid containing by admeasurement 14351 square yards or thereabouts and more particularly delineated and described on the plan drawn on the Conveyance dated the 2nd day of June 1925 and therein coloured pink and which piece or parcel



Date	Parties	Property conveyed
		of land thereby conveyed forms the greater portion of the land conveyed to the said Frederick Harding Beirne by an Indenture dated the 9 th day of July 1900 and made between Hampden Aphonse Poyer of the one part and the said Frederick Harding Beirne of the other part
1925 June 2 nd	Midland Bank Limited of the first part Arthur Hampden Ronald Wastell Poyer and Alice Jane the Poyer and Irene Grace Poyer of the second part and the Trustees of the third part	<u>All</u> that piece or parcel of land situate at Summerhill near Droghda in the County of Dubhgh and which piece or parcel of land contains 1800 square yards or thereabouts and forms a small portion of lands forming Persouage Farm and for the purposes of identification only but not by way of limitation or warranty is more particularly delineated on the plan endorsed on the Conveyance dated the 2 nd day of June 1925 and thereon edged with the colour

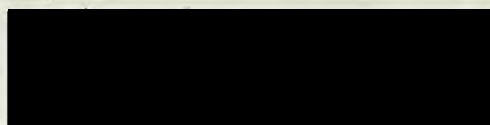
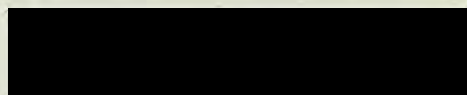
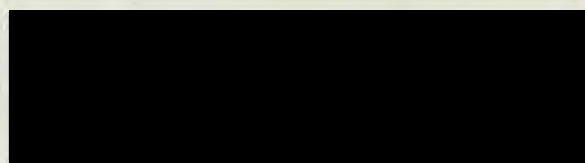
Signed sealed and delivered
 by the said John Arthur Harrop
 and Francis James Beirne in
 the presence of:—

Solicitor

Wainwright

Sydney Hayward
 Clerk with Messrs

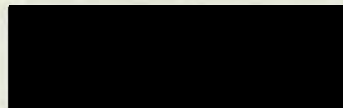
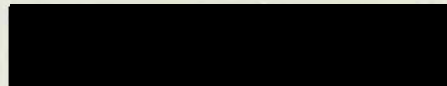
Solicitors



igned sealed and delivered
of the said Albert Wynne
seph Henry Jones Robert Jones
arry Shone and Tom
ughes in the presence of:-

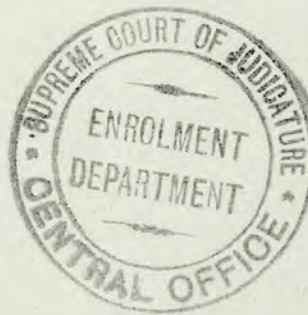


Solicitors, 23, Regent Street,
Wrexham.



illed in the Central Office of the Supreme
t of Judicature the eighteenth day of
June in the year of Our Lord 1925
(first duly stamped) according to the
of the Statute made for that purpose.

83



Noted July 9th 1800.

H. C. Poyser Esq.

to

J. H. Beirne Esq.

Conveyance

Of

a piece of land situate at
Summerhill near Wrescham
in the County of Denbigh in
of a right of way over other
land

Vampden & Poyser,
Wrescham.

Memorandum that by deed dated ninth May One
thousand nine hundred and one. One thousand two
hundred and ninety five square yards of the within
mentioned hereditaments were conveyed to William
John Tison Esquire and an Acknowledgement given
of the right of the said William John Tison to
production of the within written deed and an
Undertaking for its safe custody.



This Indenture

made the ninth
day of July

One thousand nine

hundred **Between** **Hampden Alphonse**
Poyser of Wrescham in the County of Denbigh

Sutlerman of the one part and **Frederick Harding**
Beirne of Bryn Idwyn Recent Street Wrescham

of the other part. **Whereas**
the said Hampden Alphonse Poyser is seized in fee

simple free from incumbrances of the hereditament

intended to be hereby conveyed and he has agreed to

sell the same to the said Frederick Harding Beirne

at the price of One hundred and ninety three

pounds eight shillings **Now** **this Indenture**
Witnesseth that in consideration of the sum of

One hundred and ninety three pounds eight

shillings to the said Hampden Alphonse Poyser

paid by the said Frederick Harding Beirne (the

receipt whereof the said Hampden Alphonse Poyser

hereby acknowledges) the said Hampden Alphonse Poyser

as Beneficial Owner hereby conveys unto the said

Frederick Harding Beirne **What** piece or

parcel of land situate at Summerhill near Wrescham

in the County of Denbigh containing by admeasurement

Five thousand Six hundred and forty four square

yards or thereabouts and more particularly delineated

on the plan drawn on these presents being thereon

edged with blue **Together** with full right and liberty

for the said Frederick Harding Beirne his heirs and

assigns owner or owners for the time being of the land

herein before described and his and their tenants and

servants and all other persons authorized in that

behalf by him or them from time to time and at

all times hereafter at his and their will and pleasure

for all purposes connected with the use and enjoyment

of the said land to pass and repass with or without

horses cattle and other animals carts waggons and

carriages in along and over the proposed new road

delineated on the said plan and thereon coloured

green **Except** and reserving all mines and

minerals within and under the piece or parcel of

land intended to be hereby conveyed and the right

of working the same as reserved and contained in an

Indenture of Conveyance dated the tenth day of

November One thousand eight hundred and ninety

seven and made between Alfred Hewlett of the one



B



part and the said Hampden Alphons Poyser of the
 other part **To have** the same except as aforesaid and
 subject to the covenants contained in the said Indenture
 of the tenth day of November One thousand eight
 hundred and ninety seven unto and **in the use**
 the said Frederick Harding Bevine in fee simple
And the said Frederick Harding Bevine hereby covenants
 with the said Hampden Alphons Poyser his heirs and
 assigns in manner following that is to say That he the
 said Frederick Harding Bevine his heirs or assigns will
 within six months from the completion of the purchase
 erect a substantial fence on the land intended to be here by
 conveyed on the sides marked **T** on the plan drawn on
 these presents And also that he his heirs or assigns
 will not erect any building to obstruct the existing lights
 of the building occupied by the Royal Welsh Fusiliers
 Volunteer Battalion Company and used as a
 Drill Hall And also that he the said Frederick
 Harding Bevine his heirs or assigns will at his or their
 own expense within six months from the date hereof make
 and form into a road to the satisfaction of the Vendor's
 Surveyors one half (or fifteen feet in width) of the proposed
 new road shown on the said plan and thereon coloured
 green coextensive with the land intended to be conveyed
 by these presents and will maintain such half road
 when made until the same shall be adopted by some
 Public Authority **And** the said Hampden Alphons Poyser
 hereby acknowledges the right of the said Frederick
 Harding Bevine to production of the hereinbefore mentioned
 Indenture of the tenth day of November One thousand
 eight hundred and ninety seven and to delivery of copies
 thereof and hereby undertakes for the safe custody thereof
In witness whereof the said parties to these presents have
 hereunto set their hands and seals the day and year first before written

Signed Sealed and Delivered
 by the said Hampden Alphons
 Poyser in the presence of

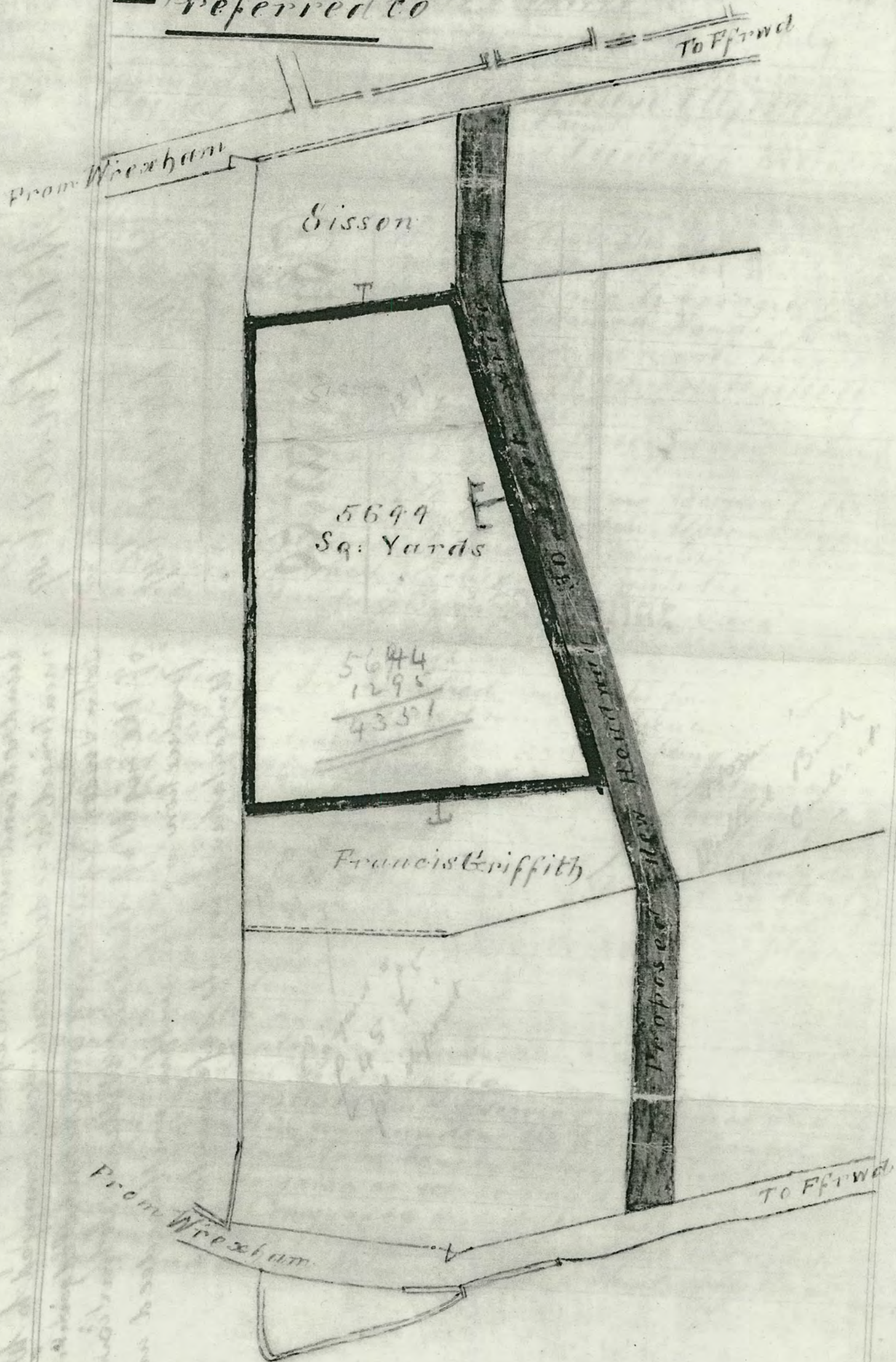
W. R. Ham
 Solicitor.

Signed Sealed and Delivered
 by the said Frederick Harding
 Bevine in the presence of

Joseph W. Lowe



The Har — — referred to



DATED

14th March

1924

THE MIDLAND BANK LTD

-and-

THE LEGAL PERSONAL REPRESENTATIVES
OF MR. H. A. POYSTER, DECEASED

-with-

MR. JOSEPH HENRY JONES.

A G R E E M E N T

for sale of land situate at
Summerhill near Wrexham.

Frank H. Jagger

Wrexham.

A N A G R E E M E N T made this fourteenth day of March
1924 BETWEEN THE MIDLAND BANK LIMITED and the legal personal
Representatives of Hampden Alphonse Poyser of Wrexham in the
County of Denbigh Solicitor deceased (hereinafter called "The
Vendors") of the one part and JOSEPH HENRY JONES of Summerhill
near Wrexham aforesaid Tailor and Draper (hereinafter called
"The Purchaser") of the other part whereby the Vendors agree to
sell and the purchaser agrees to purchase the property described
in the Schedule hereto at the price of Sixty-five Pounds to be paid
as follows, viz. the sum of £6-10-0 as a deposit on the signing
hereof, and the balance thereof on the completion of the purchase.

THE property is sold subject to the Public Sale Conditions
of the Chester and North Wales Incorporated Law Society so far as
the same are applicable to a sale by private treaty and are not
inconsistent herewith, and the same shall be deemed to be incorpo-
rated herein and to the following special conditions viz.,

1. The Purchase shall be completed and the balance of the Purchase Money paid at the Office of Messrs Jagger & Clement Jones Wrexham on the 24th day of April 1924.

2. THE Title shall commence with an Indenture of Conveyance dated the 10th day of November 1897 and made between Alfred Hewlett of the one part and Hampden Alphonse Poyser of the other part and all objections to and requisitions on the Title shall be delivered to the Vendor within fourteen days after the delivery of the Abstract.

3. THE property is sold subject to the reservation of the mines and minerals contained in the above mentioned Indenture.

4. THE property is sold also subject to the consent being obtained of the Master in Chancery to whom is assigned the action for the administration of the estate of the said Hampden Alphonse Poyser deceased and the costs of obtaining such consent shall be borne by the ~~Vendors~~. *Milano Bank.*

5. THE Conveyance to the Purchaser shall contain a right of way for all purposes in and along and over the proposed new road

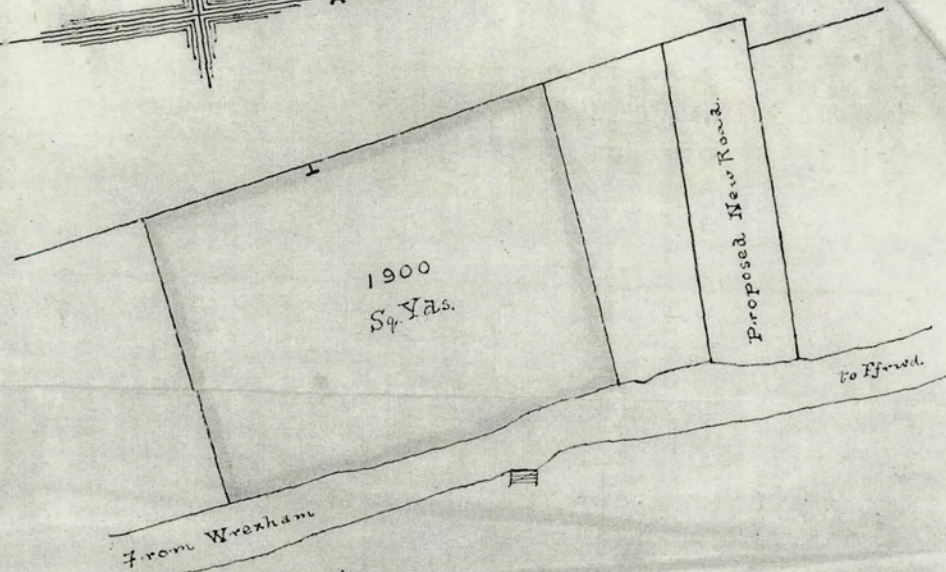
delineated on the plan annexed hereto and thereon coloured green.

6. THE Purchaser shall covenant in his Conveyance at his own expense within six months from the date of the completion of the purchase to make and form into a road one half (or 15 feet in width) of the said proposed new road co-extensive with the land firstly hereinafter described and forever afterwards to maintain such half road when made until the same shall be adopted by some Public Authority.

7. THE Purchaser shall covenant in his Conveyance that he will within three months from the date of the completion of the Purchase erect and forever afterwards maintain good and sufficient fences on the sides of the pieces of land firstly and secondly hereinafter described marked T on the said plan.,

THE SCHEDULE REFERRED TO

F I R S T L Y ALL THAT piece or parcel of land situate at Summerhill near Wrexham in the County of Denbigh containing by admeasurement 1800 square yards or thereabouts and more



Scale 22 Yards to an Inch.

Proposed

1800 Sq. Yards

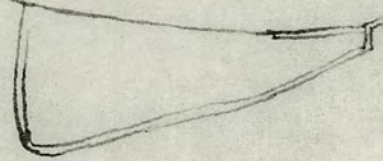
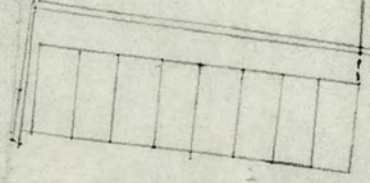


Emrich

Proposed

Proposed

To Pftwd



particularly delineated on the plan hereto annexed and thereon
coloured yellow.

S E C O N D L Y ALL THAT piece or parcel of land situate
at Summerholl near Wrexham in the County of Denbigh containing
by admeasurement 1900 square yards or therabouts and more
particularly delineated on the plan hereto annexed and thereon
coloured pink.

Purchase Money	£65- 0- 0
Deposit	£ 6. 10. 0

Remaining unpaid	£ 58. 10. 0

AS WITNESS the hands of the parties.

Received the sum of

£6. 10. 0

the above mentioned deposit.

REPORT AND VALUATION

- (A) LAND OFF NEW ROAD, SUMMERHILL,
WREXHAM.
- (B) LAND OFF BOTTOM ROAD, SUMMERHILL,
WREXHAM.

**Valuation & Commercial Estate Manager,
Wrexham County Borough Council,
Crown Buildings,
31 Chester Street,
Wrexham.
LL13 8BG.**

Instructions

Instructions were received from Mrs. G.I. Jones on behalf of Summerhill Institute Committee, by letter dated 30th June, 2005 and acknowledged in writing on 7th July, 2005.

Date of Inspection

18th July, 2005.

Date of Valuation

18th July, 2005.

Purpose of Report

To provide an opinion of Market Value, for existing use, to assist the Client with formal registration of the land with the Land Registry.

Basis of Valuation

Market Value as defined by Practice Statement PS 3.2 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Manual (Red Book), as defined:-

“The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion”.

Limitations

The inspection of the land is undertaken solely for the purpose of assessing Market Value to assist with a Land Registration application.

For the purposes of the report it is assumed:-

- (a) That the existing use will continue for the immediate future.
- (b) No harmful or hazardous materials are present.
- (c) Good title can be shown and the land is not subject to any unusual or onerous restrictions encumbrances or outgoing.
- (d) The land is not affected by any matters which would be revealed by a Local Search, or by any Statutory Notice and that the existing use is not unlawful.
- (e) The Local Authority Planning Department have not been consulted regarding alternative uses, for the purpose of this report existing use is assumed.
- (f) It is assumed that the land has necessary Planning consent for the existing use.
- (g) The areas of both sites have been assessed from the site maps provided by the Client.
- (h) No allowance is made for the cost of realising the land on the open market, including professional fees, tax liabilities and other payments incurred in the event of a disposal.
- (i) It is assumed that both sites are not affected by flooding.

- (j) It is assumed that there are no extraordinary ground conditions nor the presence of any hazardous gases which might affect the existing use or disposal of the land.

Confidentiality

This report is provided for the stated purpose only and for the sole use of the named Client. It is confidential to the Client and neither the whole nor any part of this report nor any reference to it may be included in any published document, circular or statement.

Location

Summerhill is a small village located five miles west of Wrexham. It is in an elevated position with views towards Cheshire and Wirral.

Description

(A) Land off New Road, Summerhill.

The recreation ground is located on New Road in the centre of Summerhill and has residential development adjoining three boundaries and direct highway access.

The site is a fenced recreation ground, open to the general public. It is on a sloping site and the majority of the site is a grassed play area. To the western end of the site there is a hard surfaced play area together with a small amount of play equipment. The site extends to 5058m² or thereabouts as identified on plan reference 14/128/1.

The site is managed by the Local Authority and it is maintained to a reasonable standard for the existing use.

(B) Land off Bottom Road, Summerhill.

The site is located in a rural area outside the settlement limit after leaving Summerhill via Bottom Road. It is located in the corner of a larger field opposite a property known as Mayfield.

It is an unkempt area of grazing land extending to 892m² or thereabouts as identified on plan reference 14/127/1 and is fully enclosed by a high hedge. The adjoining land is agricultural land.

The whole site requires cutting and the boundary hedges require lopping and trimming before it could be used for grazing purposes.

Potential use would be as a small pony paddock, it is not large enough for grazing livestock.

Tenure

It is understood that both sites are held freehold on Trust by the Management Committee of Summerhill Institute.

I am aware that the New Road Site is held and managed by the Local Authority. The Local authority maintain the grounds as a Public Recreation Ground on behalf of the Summerhill Institute Management Committee.

Environmental Consideration

Both sites are in a former mining area. Local searches should be made with the Coal Authority in the event that either site is sold. Mining searches have not been completed for the purpose of this report.

Roads

New Road is made up to an adoptable standard and provides good access to the recreation ground.

The road to the grazing land is a single track unadopted road.

Valuation

I set out below the opinion of market value as instructed.

- (A) Land off New Road, Summerhill.
£10,000 (Ten Thousand Pounds)
- (B) Land off Bottom Road, Summerhill.
£5,000 (Five Thousand Pounds)

Valuer

The land was inspected and the report prepared by Philip Turner, a Member of the Royal Institution of Chartered Surveyors.

Signed: 

Dated: 26.7.05



R. W. White F.R.I.C.S.,
Valuation & Commercial Estate Manager,
Wrexham County Borough Council
Dated

RECREATION CIRCLED



LAND AT NEW ROAD, SUMMERHILL

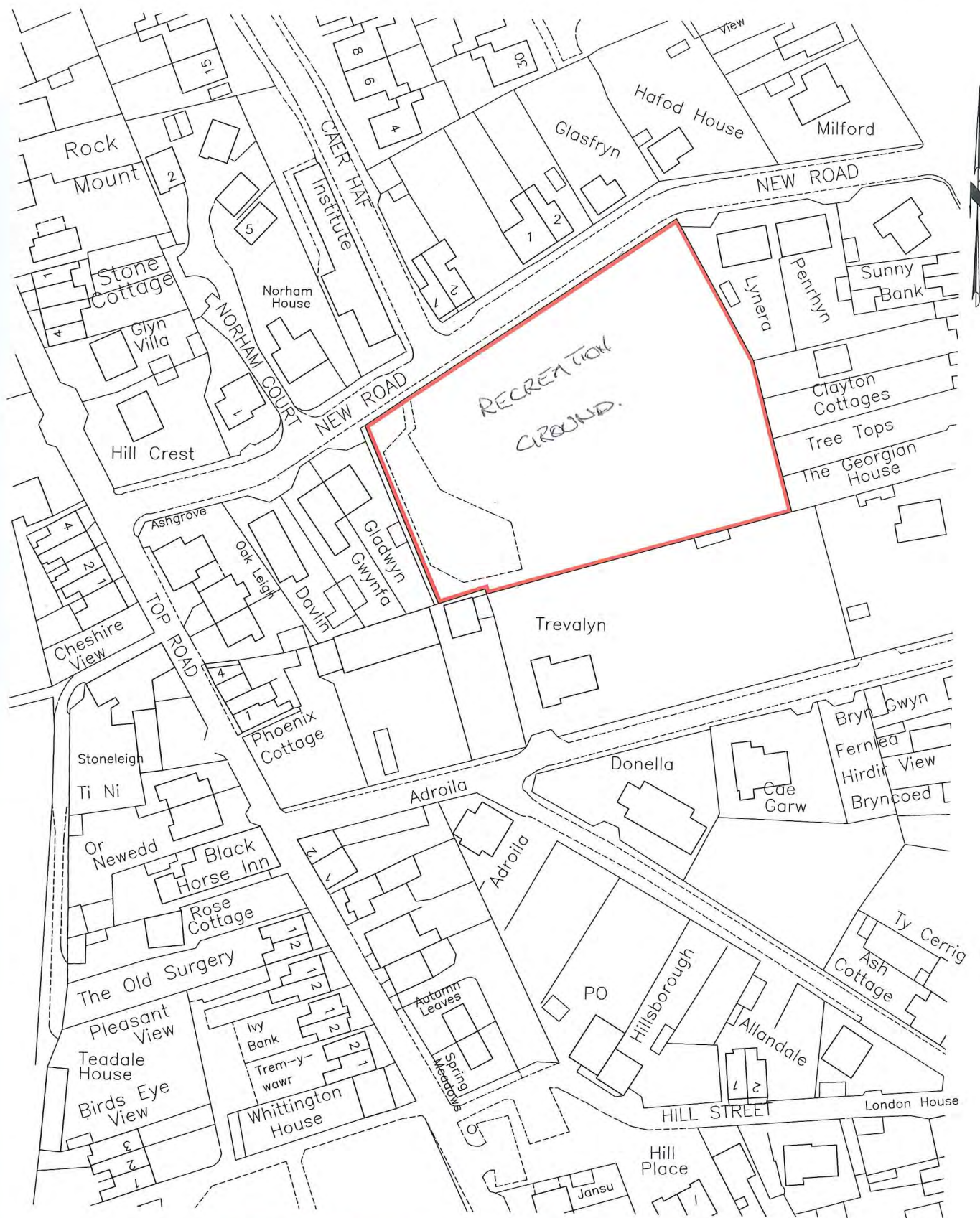
THIS IS
THE
PARCEL OF
LAND. IT
FORMS PART
OF PARSONAGE FARM



LAND AT BOTTOM ROAD, SUMMERHILL

PLAN REFERRED TO.

GWERSYLLT



AREA EDGED RED 5058m² OR THEREABOUTS

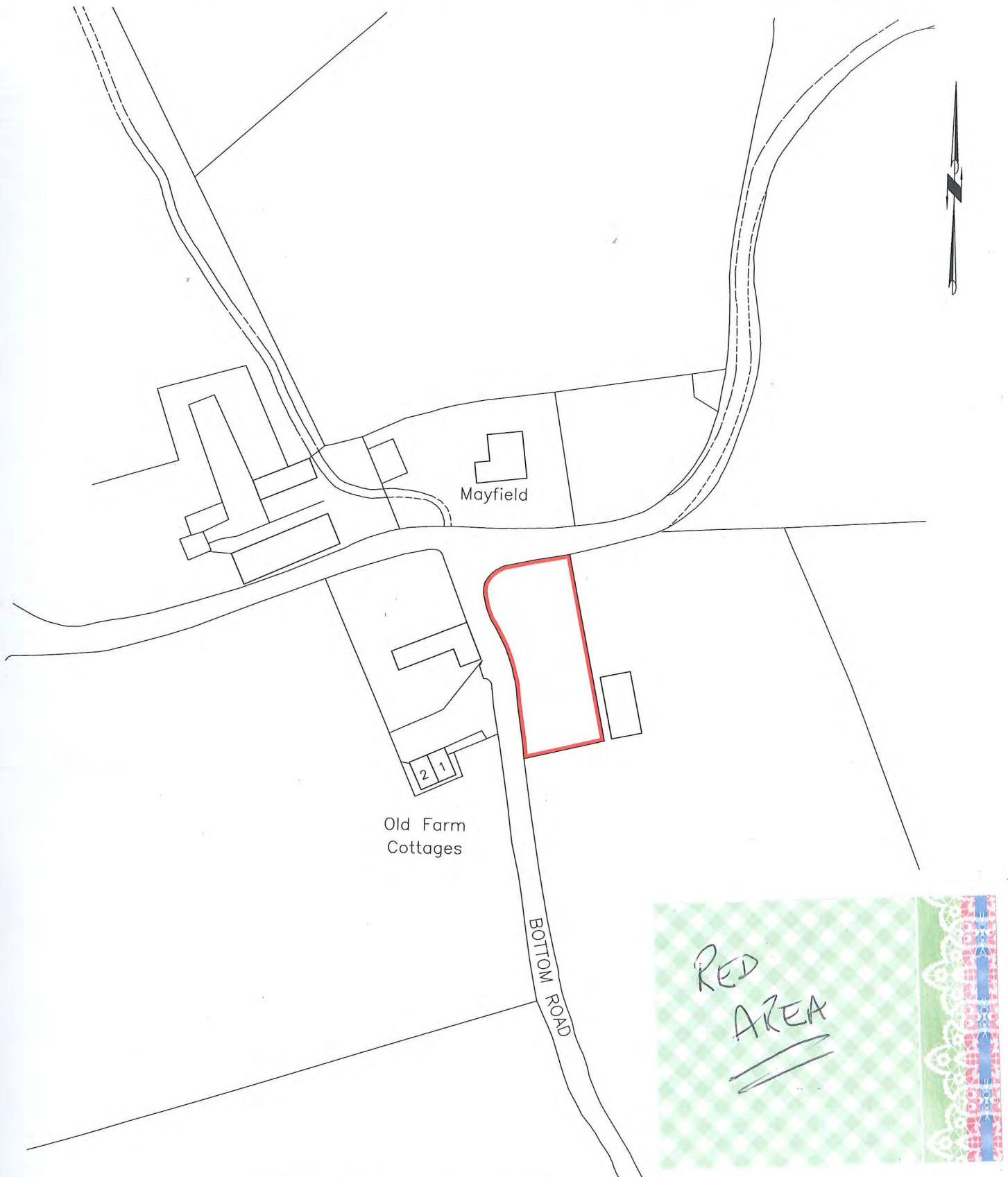
MARTIN WRIGHT B.Sc.(Hons). M.R.I.C.S.
CHIEF TRANSPORTATION AND ASSET MANAGEMENT OFFICER
WREXHAM COUNTY BOROUGH COUNCIL

PLAN No.14/128/1
O.S.S.No.S.J.3153
SCALE.1:1250

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GWERSYLLT



AREA EDGED RED 892m² OR THEREABOUTS

MARTIN WRIGHT B.Sc.(Hons). M.R.I.C.S.
CHIEF TRANSPORTATION AND ASSET MANAGEMENT OFFICER
WREXHAM COUNTY BOROUGH COUNCIL

PLAN No.14/127/1
O.S.S.No.S.J.3054
SCALE.1:1250

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