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£160



is made the

This Conveyance



fifth

day of *October*

One thousand

nine hundred and sixty-four B E T W E E N EVAN SYDNEY LEWIS of Pentre
 Farm Alberbury in the County of Salop Farmer and PRYCE HENRY LEWIS of
 Edderton Farm Forden in the County of Montgomery Farmer (hereinafter
 called "the Vendors") of the one part and THOMAS EDWARD LEWIS of
 Bryn-y-cil Bettws in the said County of Montgomery Farmer (hereinafter
 called "the Purchaser") of the other part

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W H E R E A S :-

- (1) Evan Thomas Lewis (hereinafter called "the Intestate") late of Edderton Farm Forden aforesaid (and formerly of Cloddia in the Parish of Llanllwchaiarn in the said County of Montgomery) Farmer died on the Third day of August one thousand nine hundred and sixty-three
- (2) The said Intestate was at the date of his death seised of the property hereinafter described for an estate in fee simple subject as hereinafter mentioned but otherwise free from incumbrances
- (3) Letters of Administration of the estate of the said Intestate were on the Twenty-seventh day of February One thousand nine hundred and sixty-four granted to the Vendors out of the Principal Probate Registry (they being the lawful sons and two of the persons entitled to share in the estate of the Intestate and the widow of the Intestate Margaret Jane Lewis having renounced Letters of Administration of the estate)



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(4) ^d The Vendors have not given or made any assent or conveyance in respect of a legal estate in or affecting the said property or any part thereof _____

(5) ^{or} The Vendors have agreed with the Purchaser for the sale to him of the unincumbered fee simple in possession of the said property at the price of Sixteen Thousand Pounds _____

N O W THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of SIXTEEN THOUSAND POUNDS paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Personal Representatives of the Intestate hereby convey unto the Purchaser ALL THAT farm with the messuage or farmhouse farm and other buildings and closes or parcels of land thereto belonging called "Bryn-y-cil" situate in the Parishes of Bettws and Berriew in the County of Montgomery containing by admeasurement Two Hundred and Forty-three acres One rood and Thirty-seven perches or thereabouts All which premises are more particularly described in the First Schedule hereto and are for the purpose of identification delineated in the plan annexed hereto and therein edged in red TOGETHER WITH the right (as at present enjoyed) to take water by gravitation from the land known as _____ Wood and for that purpose to enter into the said Wood for the purpose of repairing the pipeline and cistern SUBJECT to making good all surface damage done in the exercise of such right AND SUBJECT to the exception and reservation of a right of way unto the owners of the adjoining property known as Bryn-y-cil Wood and Ty Mawr Wood of the rights of way contained in a Conveyance dated the Twenty-fourth day of December One thousand nine hundred and twenty made between the Gregynog Estates Limited of the one part and the Intestate

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of the other part as amended by a Deed of Variation dated the Ninth day of September One thousand nine hundred and fifty-two made between the Intestate of the one part and the Minister of Agriculture and Fisheries of the other part (short particulars whereof are contained in the Second Schedule hereto) TO HOLD the same unto the Purchaser in fee simple _____

2. THE Vendors hereby acknowledge the right of the Purchaser to production and delivery of copies of the before-mentioned Grant of Letters of Administration of the estate of the Intestate _____

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

THE FIRST SCHEDULE above referred to

PARISH of BETTWS

<u>No. on Plan</u>	<u>Description</u>	<u>Area</u>
755)	Pasture	5.375
756)	Wood	.911
780	Plantation	3.754
783	Rough	.346
784	Pt. Arable Pt. Pasture	12.196
785 (814)	Pasture	4.449
786)	Pasture	5.650
811)	Quarry	.208
813)	Pasture	5.490
pt 814 (785)	Pasture	4.128
815	Rough Pasture	1.405
816	Wood	.707
817	Arable	7.189
818	Arable	8.914
819)	Pasture	1.965
820)	Pasture	.042
821)	Pasture	3.532
822)	Pasture	1.595
823)	Re-seeded and Cleared Pasture	8.392
824)	Re-seeded and Cleared Pasture	3.466
825	Arable - Sward	5.733
826	Arable - Sward	10.455
828	Rough	.943
829	Pasture	6.094
830	Trees, etc.	.425

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<u>No. on Plan</u>	<u>Description</u>	<u>Area</u>
831	Trees etc.	.413
833	House Buildings etc.	1.037
835	Pasture	4.021
836	Meadow	6.145
pt 837 (813)	Pasture	2.725 1 575
838	Half Meadow Half Arable	6.928
856	Trees etc.	.401
857	Pasture	5.733
858	Wood	.583
859	Pasture	9.685
860	Pasture	8.018
862	Pasture	6.818
863	Pasture	5.655
864 (823/4)	Re-seeded and Cleared Pasture	2.468
868	Pasture	.330
869) (899)	Re-seeded Pasture	4.781
870)	Re-seeded Pasture	3.126
871	Rough	.545
873	Rough	.481
874	Re-seeded Pasture	9.413
875	Buildings etc.	.952
876) (874)	Pasture	.700
877)	Pasture (half Rough)	2.767
878	Wood	.760
879	Pasture	.860
894)	Meadow	7.449
895)	Meadow	2.172
896)	Wood	.329
897)	Pasture	7.774
898) (935)	Pasture	10.186
899	Re-seeded Pasture	4.766
935	Pasture	1.838
941	Re-seeded and Cleared Pasture	6.710
<u>Parish of Berriew</u>		
3027	Re-seeded Pasture	1.718
3025	Pasture	9.268
3013)	Pasture	.768
3012)	Meadow	1.545

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THE SECOND SCHEDULE above referred to
Short Particulars of the Exception and Reservation of rights of way

1. Extract from Conveyance dated 24 December 1920

"And also Reserving in fee simple unto the Vendor and its assigns owners for the time being of the adjoining lands known as Bryn-y-cil Wood and Tymawr Woods and all persons authorised by them a right of way at all times and for all purposes with or without vehicles or animals over and along the hereditaments hereby conveyed as shown by blue lines on the said plan marked

with the letters A.B.C.D.E. and F. Subject to making reasonable compensatin for any damage done in the removal and hauling of timber over the said land"

2. Extract from Deed of Variation dated 9 September 1952

"(3) The Minister is desirous of substituting for his rights over the old tracks such rights as are hereinafter granted over the roads or tracks (hereinafter called "the new tracks") represented on Plan B hereto by brown lines and lettered AB AC and DE

(4) It has been agreed between the parties hereto that in consideration of the Minister releasing his said rights over the old tracks and granting the rentcharge hereinafter created the Grantor will release the Minister from all claims in respect of the rights so released by the Minister and will grant the Minister the rights over the new tracks hereinafter expressed subject to the covenants by the Minister hereinafter contained"

NOW in pursuance of the said Agreement THIS DEED WITNESSETH as

1. THE Grantor as Beneficial Owner HEREBY GRANTS unto the Minister full right and liberty for the Minister and his successors in title the owners and occupiers for the time being of the second land or any part thereof and his or their respective servants and licensees (in common with the Grantor and all other persons having the like right) at all times hereafter with or without vehicles or animals to pass and repass over and along the new tracks for all purposes connected with the use and enjoyment of the second land but not for any other purpose whatsoever Together with full right and liberty for the Minister but at his own cost and expense in all things to construct and make on the new tracks or any of them carriage ways suitable for the haulage of heavy timber or for any other purpose in connection with forestry TO HOLD the said rights powers and liberties unto the Minister in fee simple subject as regards the new track lettered DE on Plan B hereto or some part thereof to the right of the public to pass and re-pass thereon but on foot only

2. THE Minister hereby charges the second land and each and every part thereof with the payment to the Grantor and his successors in title as owners for the time being of the first land of the perpetual yearly rentcharge of One Pound clear of all deductions payable on the twenty-fifth day of March in each year the first payment to be made on the twenty-fifth day of March next

3. THE Minister as Beneficial Owner HEREBY RELEASES unto the Grantor in fee simple all his hereinbefore recited rights of way over the old tracks and all other rights of way (if any) now belonging or reputed to belong to him as owner of the second land over that part of the first land coloured yellow on the plans hereto (except those hereby granted) to the intent that the same may be extinguished

4. THE Grantor hereby releases the Minister from all claims for compensation in respect of the exercise of all the rights expressed

to be released by the Minister in the last preceding clause hereof

5. THE Minister hereby covenants with the Grantor :-

(a) To pay and discharge the said rentcharge at the times and in the manner aforesaid

(b) To keep the gates which give access from the new tracks to the public road at the points lettered A and E on Plan B hereto shut when not in use"

SIGNED SEALED AND DELIVERED)
by the above-named EVAN SYDNEY)
LEWIS in the presence of :-)

E. S. Lewis

*W. H. Jones
Solicitor
Welshpool*

SIGNED SEALED AND DELIVERED)
by the above-named PRYCE HENRY)
LEWIS in the presence of :-)

P. H. Lewis

*12 Bang Street
119 Broad Street
Welshpool
Solicitors Clerk*

MEMORANDUM

BY DEED OF RELEASE AND CONVEYANCE dated the twenty-eighth day of May One thousand nine hundred and sixty nine and made between Thomas Edward Lewis (1) Midland Bank Limited (2) The Secretary of State for Wales (3) part of the within described property containing 0.200 acres or thereabouts was conveyed to the said Secretary of State for Wales for an estate in fee simple and the right of the said Secretary of State for Wales to production and delivery of (inter alia) the within written Conveyance and an undertaking for the safe custody thereof was thereby acknowledged

MEMORANDUM

BY a DEED OF GIFT dated the Sixteenth day of April One thousand Nine hundred and Seventy-four and made between the within-named Thomas Edward Lewis of the one part and Richard Clive Lewis (his son) of the other part All that piece or parcel of land situate at Bryn-y-Cil Bettws aforesaid being part of enclosure number 814 and containing 850 square yards or thereabouts and more particularly delineated

for the purpose of identification only in the plan annexed thereto and therein edged red (being part of the premises comprised in the within-written Conveyance) was conveyed to the said Richard Clive Lewis in fee simple and his right to the production of (inter alia) the within-written Conveyance was acknowledged

PLAN REFERRED TO :-

Scale 1:2500.



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