

DATED 15<sup>th</sup> June 1966

MRS. H. M. LEWIS & OTHERS

- to -

PERS. REP. of MRS. M. J.  
JONES DEC'D & ANOR.

*Duplicate*

D E E D    O F    G R A N T

- of -

MUTUAL WATER EASEMENTS

- relating to -

properties known as "FIR BANK"  
"RED LION FIELDS" BEECH GROVE" and  
"PENNANT" all situate at Llanfair  
Caereinion in the County of  
Montgomery.

Emrys Jones & Co.,  
Welshpool.



Deeds

DEED of GRANT is made the

first

day of

One thousand nine hundred and thirty-six

**B E T W E E N** ELIZA MAY LEWIS formerly of Division Lands  
 Commission in the County of Montgomery but now of Fir Bank  
 Lands Commission aforesaid widow (hereinafter called "Mrs.  
 Lewis") of the first part ARTHUR JAMES STEWART of Arthur Street  
 in the Borough and County of Montgomery Notified Medical  
 Practitioner (hereinafter called "Doctor Stewart") of the second  
 part JAMES ELIAS JONES of the White House Nottingham in the  
 County of Nottingham Esq. (hereinafter called "Mr. Jones") of  
 the third part THOMAS VICTOR GRIFITHS formerly of Plasston  
 Castle Commission in the County of Montgomery but now of Beach  
 Grove Lands Commission aforesaid Farmer (hereinafter called  
 "Mr. Griffiths") of the fourth part and MAY BEHNKE of Pennant  
 Lands Commission aforesaid Director (hereinafter called "the  
 Director") of the fifth part



**W H E R E A S** Mrs. Lewis is seized in fee simple in  
 possession of (inter alia) property situate in Lands  
 Commission aforesaid known as "Fir Bank" part of which property  
 (hereinafter called "the red land") is delineated and coloured  
 red on the plan hereto annexed subject only to the Mortgage  
 hereinafter mentioned but otherwise free from incumbrances

**A N D W H E R E A S** by a Mortgage (hereinafter called "the  
 Mortgage") dated the twenty-eighth day of March one thousand  
 nine hundred and thirty-five and made between Eliza May Lewis  
 of the one part and Doctor Stewart of the other part the red  
 land and other land was devised unto Doctor Stewart for the  
 term of three thousand years from the date thereof to secure  
 the payment to him of the principal sum and interest therein  
 mentioned

CERTIFIED A TRUE COPY OF THE ORIGINAL  
 22/11/07  
 HARRISONS, SOLICITORS  
 11 BERRIEW STREET, WELSHPOOL  
 POWYS SY21 7SL



**AND WHEREAS** the said Edwin Eliza Lewis died on the twenty-seventh day of July one thousand nine hundred and sixty-six Intestate and Letters of Administration to his estate were granted to Mrs. Lewis out of the Principal Probate Registry on the twenty-sixth day of September one thousand nine hundred and sixty-six

**AND WHEREAS** by an Assent dated the eleventh day of October one thousand nine hundred and sixty-six Mrs. Lewis assented to the vesting in herself of (inter alia) the red land subject to the Mortgage and to the principal money and interest thereby secured

**AND WHEREAS** Mrs. Lewis is seized in fee simple in possession of (inter alia) property situate in Lincolnshire aforesaid known as "Red Lion Fields" part of which property (hereinafter called "the yellow land") is delineated and coloured yellow on the said plan hereto annexed subject to certain rights of way (which do not affect these presents) and subject also to the Legal Charge hereinafter mentioned but otherwise free from incumbrances

**AND WHEREAS** by a Legal Charge (hereinafter called "the Legal Charge") dated the second day of August one thousand nine hundred and fifty-seven and made between Mrs. Lewis of the one part and Mr. Jones of the other part the yellow land (with other land was charged by way of legal mortgage by Mrs. Lewis to Mr. Jones to secure the principal money therein mentioned

**AND WHEREAS** Mr. Griffiths is seized in fee simple in possession free from incumbrances of property situate in Lincolnshire aforesaid known as "Beach Grove" part of which property (hereinafter called "the green land") is delineated and coloured green on the said plan hereto annexed

**AND WHEREAS** property known as "Penny" situate at Lincolnshire aforesaid coloured blue on the said plan

COLOUR



hereto annexed is vested in the Executrix as the Personal Representative of Margaret-Jane Jones late of Penant Llanfair Caerinion aforesaid who died on the eighteenth day of July one thousand nine hundred and sixty-three and Probate of whose Will was granted to the Executrix out of the Chester District Probate Registry on the sixth day of April one thousand nine hundred and sixty-six

**A N D W H E R E A S** the Montgomeryshire Water Board has granted the owner of the property known as "Penant" the right to receive a supply of mains water and Mrs. Lewis and Mr. Griffiths have agreed to grant the necessary easements for the siting of a reservoir and pump-house and for the laying of the necessary pipe line for the purpose of such mains water supply upon the terms hereinafter mentioned and Doctor Stewart and Mr. Jones have agreed to join in this deed in manner hereinafter appearing

**A N D W H E R E A S** Mrs. Lewis Mr. Griffiths and the Executrix have agreed that the initial cost of the installation and the cost of future maintenance in respect of such water supply shall be shared in the amounts and proportions hereinafter mentioned

**N O W T H I S D E E D W I T N E S S E T H** as follows:-

1. **I N** consideration of Mr. Griffiths and the Executrix being responsible for the initial cost of the installation of the said reservoir pump-house and laying of the said water pipe and in consideration also of Mrs. Lewis being allowed to take from the said reservoir a supply of water for domestic purposes only to any one dwellinghouse to be constructed at any time in the future either on the red land or any part of Ordnance Survey Enclosure 509 (Mrs. Lewis to pay for the water so consumed at the charges laid down by the Authority or Water Board) Mrs. Lewis as beneficial owner hereby grants and Doctor Stewart and Mr. Jones as Mortgagees hereby grant and confirm unto Mr. Griffiths and the



Executrix and their respective successors in title of the properties known as "Beech Grove" and "Pennant" aforesaid full right and liberty to lay install and maintain in the red land a reservoir and pumphouse (such reservoir and pumphouse in effect being constructed by the said Montgomeryshire Water Board and to remain the property of such Board) and a line of pipes leading therefrom for the passage of water between the points marked A - B and B - C on the said plan PROVIDED that the said reservoir and pumphouse shall be laid and constructed in a proper and workmanlike manner and that the said line of pipes shall be laid in a proper and workmanlike manner at a sufficient depth below the surface of the red land and the yellow land as will permit all normal agricultural cultivations to be carried on in the red land and yellow land TO HOLD the said right unto Mr. Griffiths and the Executrix as appurtenant to the said properties known as "Beech Grove" and "Pennant" aforesaid in fee simple

2. IN pursuance of the said agreement and in consideration of Mr. Griffiths being allowed to connect and to take a supply of water at metered cost therefrom Mr. Griffiths as beneficial owner hereby grants unto the Executrix full right and liberty to lay install and maintain a line of pipes in the green land between the points marked C - D on the said plan for the passage of such water PROVIDED that such line of pipes shall be laid in a proper and workmanlike manner and shall be laid at a sufficient depth below the surface of the green land as will permit all normal agricultural cultivations to be carried on in the green land TO HOLD the same unto the Executrix as appurtenant to the said property known as "Pennant" in fee simple

3. IT IS HEREBY DECLARED AND AGREED by the parties hereto:-

(a) Mr. Griffiths will contribute a sum not exceeding Forty Pounds Ten Shillings towards the initial cost of the line of pipes from the said reservoir to the boundary separating the green land from the said property known as



"Penant" between the points A - B, B - C and C - D and the future maintenance of the said line of pipes between these points shall be borne by the owners of the said properties known as "Beach Grove" and "Penant" in equal shares

(b) The maintenance of the said line of pipes from the aforementioned boundary to the property known as "Penant" between the points marked D - E on the said plan shall be borne by the Executrix and her successors in title and

(c) The owners for the time being of the respective properties known as "Fir Bank" "Beach Grove" and "Penant" shall pay individually for all water consumed by them

4. MRS. Lewis hereby acknowledges the right of Mr. Griffiths and the Executrix to production and delivery of copies of the Letters of Administration to the estate of the said Edlyn Rhys Lewis

5. DOCTOR Stewart hereby acknowledges the right of Mr. Griffiths and the Executrix respectively to production and delivery of copies of the deeds specified in the First Part of the First Schedule hereto and Mr. Jones hereby acknowledges the right of Mr. Griffiths and the Executrix to production and delivery of copies of the deeds specified in the Second Part of the said First Schedule hereto and Mrs. Lewis hereby covenants with Mr. Griffiths and the Executrix that as and when any of the said deeds specified in the First and Second Parts of the said First Schedule hereto shall come into her possession or the persons deriving title under her she or they will when requested and at the cost of Mr. Griffiths or the Executrix or the persons deriving title under them respectively execute a statutory acknowledgment for production and undertaking for the safe custody of such deeds and in the meantime and until the execution of such undertaking that every person having for the time being possession of the said deeds will keep them safe whole uncancelled and undamaged unless prevented from so doing by fire or other inevitable accident



6. MR. GRIFFITHS hereby acknowledges the right of the Executrix to production and delivery of copies of the deeds specified in the Second Schedule hereto and undertakes with her for the safe custody thereof

7. IT is hereby declared and 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 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 before referred to

FIRST PART

Deeds relating to "YIL BAK"

- 1939 March 27 CONVEYANCE Catherine Jones (1) Emily Rhys Lewis (2)
- 1939 March 28 THE MORTGAGE
- 1939 March 28 MORTGAGE Emily Rhys Lewis (1) Maria Williams (2) Edward Ralph Pickmore (2) (with TRANSFER dated the 28th day of January 1950 and STATUTORY RECEIPT dated 11th day of March 1950 endorsed)
- 1958 October 11 ASSENT under the hand of Mrs. Lewis

SECOND PART

Deeds relating to "RED LION FIELDS"

- 1957 August 1 CONVEYANCE Robert Heyrick Morris (1) Mrs. Lewis (2)
- 1957 August 2 THE LEGAL CHARGE

THE SECOND SCHEDULE before referred to

- 1958 December 28 CONVEYANCE Robert Heyrick Morris (1) Thomas Pryce Hughes and Evan Edward Hughes (2) Mr. Griffiths (3)
- 1958 December 28 LEGAL CHARGE Mr. Griffiths (1) Thomas Henry Coombs and Margaret Miriam Merionydd Coombs (2) (with STATUTORY RECEIPT dated 20th December 1958 endorsed)

EMPTIED, SEALED and DELIVERED )  
by the said HILDA MARY LEWIS )  
in the presence of

*E. B. Thomas*  
Solicitor  
*Walespool*

*H M Lewis*



SIGNED SEALED and DELIVERED  
by the said JAMES JONES  
STEWART in the presence of :-

*Stewart*

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

*J. E. Jones*

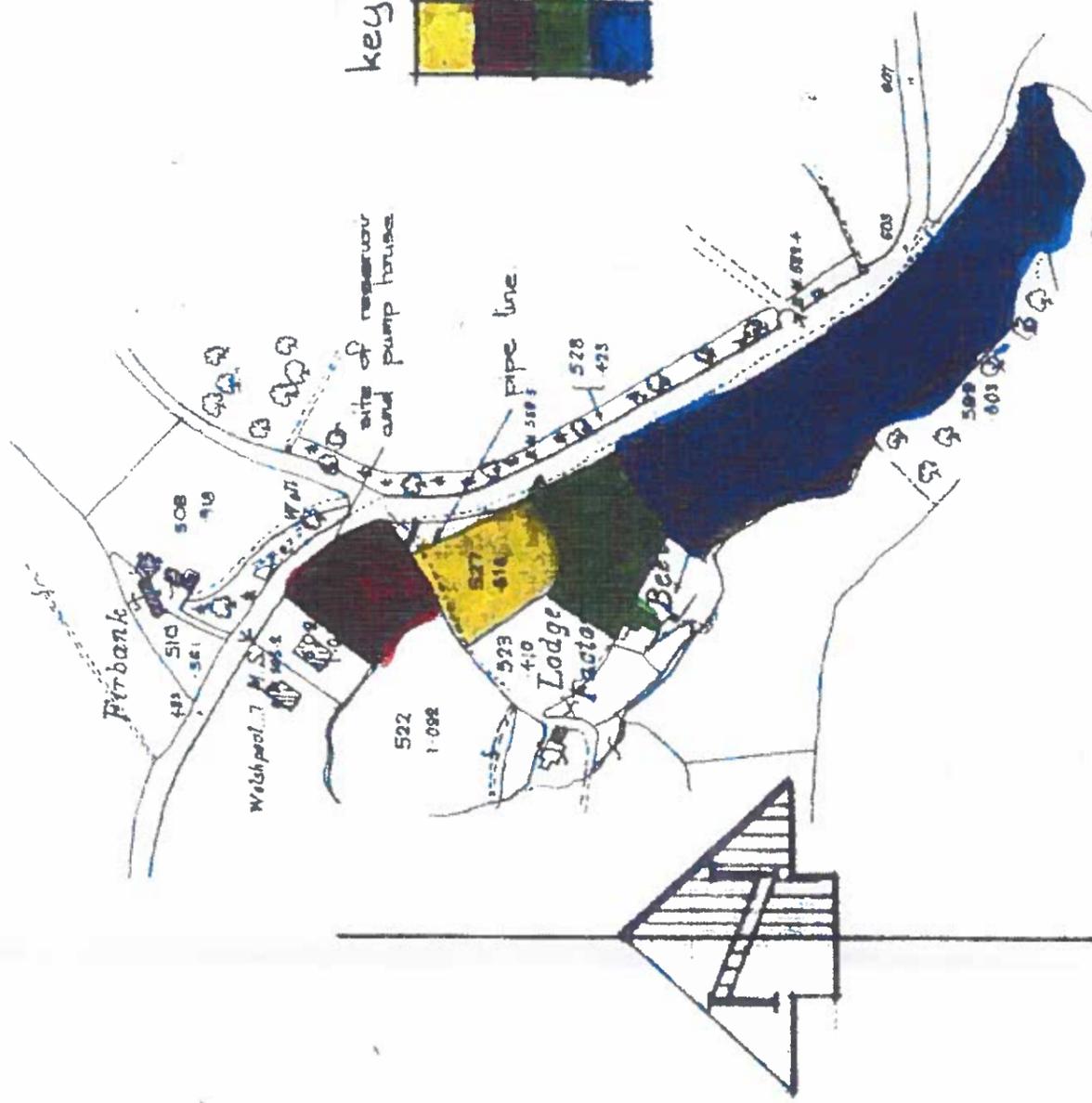
SIGNED SEALED and DELIVERED  
by the said THOMAS VICTOR  
GRIFFITHS in the presence  
of :-

*T. V. Griffiths*

SIGNED SEALED and DELIVERED  
by the said MAY ROBERTS  
in the presence of :-

*May Roberts*

*Mary Jones  
Sister  
Liverpool*



key:

	mrs. lewis, fir bank.
	mr. lewis, fir bank.
	mr. griffiths beach grove.
	executor of estate of late mr. jones. pennant.

lewis and others to griffiths - permanent water supply.  
 traced from o.s. mont. sheet xxii ii.  
 scale 1-2500

rooms, warshall and pool, building surveyors welshpool.

