

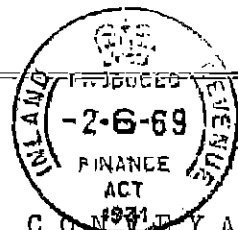
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Title Number CYM46924

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THIS DEED OF RELEASE AND CONVEYANCE

is made the *Twenty-eighth* day of *May*  
One thousand nine hundred and sixty-nine

B E T W E E N THOMAS EDWARD LEWIS of Bryn-y-cil Bettws  
in the County of Montgomery Farmer (hereinafter called "the  
Vendor") of the first part MIDLAND BANK LIMITED whose  
principal office is situate at Poultry in the City of London  
(hereinafter called "the Bank") of the second part and THE  
SECRETARY OF STATE FOR WALES acting in exercise of the powers  
of the Forestry Act 1967 (hereinafter called "the Purchaser")  
of the third part

W H E R E A S:-

(1) By a Conveyance dated the 24th day of December 1920 and  
made between the Gregynog Estates Limited (1) and Evan Thomas  
Lewis (hereinafter called "the Intestate") (2) the farm called  
Bryn-y-cil in the Parish of Bettws in the County of Montgomery  
containing 243 acres 1 rood and 37 perches or thereabouts more  
particularly described in the First Schedule thereto and delineated  
and coloured pink on the plan drawn thereon (hereinafter called  
"the first land") which includes the surface of the roads or  
tracks shown coloured brown on the plan annexed hereto and also  
the piece of land coloured green on the said plan annexed hereto  
was conveyed unto the Intestate for an estate in fee simple in  
possession

(2) By a Conveyance dated the 25th day of August 1949 and made  
between John Peter Jones (1) and the Minister of Agriculture and  
Fisheries (hereinafter called "the Minister") (2) a piece of land  
forming part of Bryn-y-cil Wood situate in the Parish of Bettws  
aforesaid containing 32.162 acres or thereabouts and more  
particularly delineated and coloured green on the plan annexed  
thereto and also delineated and verged grey on the said plan  
annexed hereto (hereinafter called "the second land") was



*A 2/24*

conveyed unto the Minister in fee simple

(3) By a Deed (hereinafter called "the Deed") dated the 9th day of September 1952 and made between the Intestate (1) and the Minister (2) the Minister by Clause III thereof released certain rights of way over certain old tracks therein mentioned and coloured red on plan A to the Deed in consideration of the grant in Clause I thereof by the Intestate to the Minister of the rights of way over certain new tracks coloured brown and lettered A-B A-C and D-E on plan B to the Deed over that part of the first land which was coloured yellow on plan B to the Deed as more particularly specified in Clause I thereof the Minister charging by Clause II thereof the whole and each and every part of the second land with the payment of the yearly rentcharge of One Pound to the Intestate and his successors in title the owners for the time being of the first land and also entering into the covenants with the Intestate as set out in Clause V thereof

(4) The Intestate died on the 3rd day of August 1963 and Letters of Administration to his estate were on the 27th day of February 1964 granted to Evan Sydney Lewis and Pryce Henry Lewis out of the Principal Probate Registry

(5) By a Conveyance dated the 5th day of October 1964 and made between the said Evan Sydney Lewis and the said Pryce Henry Lewis (1) and the Vendor (2) the whole of the first land was conveyed unto the Vendor together with the benefit of the said yearly rentcharge of One Pound and the covenants by the Minister contained in Clause V of the Deed but subject to the rights of way

granted by Clause I thereof

(6) By a Mortgage (hereinafter called "the Mortgage") made the 9th day of November 1964 between the Vendor (1) and the Bank (2) the Vendor in consideration of the Bank making or continuing advances or otherwise giving credit or affording banking facilities to the Vendor for as long as the Bank might think fit demised the first land unto the Bank for the term of 4000 years from the 9th day of November 1964

(7) By virtue of The Secretary of State for Wales and Minister of Land and Natural Resources Order 1965 the whole of the second land became vested in the Purchaser together with the benefit of the right of way granted by Clause I of the Deed but subject to the payment of the yearly rentcharge of One Pound charged by Clause II thereof and the covenants by the Minister in Clause V thereof

(8) The Purchaser has agreed to release the rights of way in consideration of the releases by the Vendor hereinafter contained and the sale of the property hereinafter described for the sum of Twenty Pounds and the Bank has agreed to join herein in manner hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows:-

I

In pursuance of the said agreement and in consideration of the releases by the Vendor and of the Conveyance by the Vendor (all with the consent of the Bank testified by their execution hereof) hereinafter contained the Purchaser as trustee HEREBY RELEASES unto the Vendor in fee simple the rights of way granted by Clause I of the Deed which are now vested in him as the owner of the second land over that part of the first land which is coloured yellow on plans A and B to the Deed which new tracks are also delineated and coloured brown on the said plan annexed

hereto and thereon lettered A-B A-C-B and D-E to the intent that the same may be extinguished

II

IN consideration of the release by the Purchaser hereinbefore contained and of the payment by him of the sum of TWENTY POUNDS hereinafter mentioned the Vendor as beneficial owner HEREBY CONVEYS AND RELEASES and the Bank as mortgagee HEREBY SURRENDERS AND RELEASES unto the Purchaser ALL THAT the rent of One Pound charged by Clause II of the Deed TO HOLD the same unto the Purchaser in fee simple to the intent that the rent may merge and be extinguished in the fee simple of the second land out of which it issues

III

FOR the consideration aforesaid and with the consent of the Bank (testified as aforesaid) the Vendor hereby RELEASES the Purchaser and his successors in title the owners for the time being of the second land from the covenant by the Minister contained in Clause V of the Deed

IV

IN consideration of the payment of the sum of TWENTY POUNDS now paid by the Purchaser by the direction of the Vendor to the Bank (the payment and receipt whereof the Vendor and the Bank hereby respectively acknowledge) the Vendor as beneficial owner HEREBY CONVEYS and the Bank as mortgagee HEREBY SURRENDERS AND RELEASES unto the Purchaser ALL THAT piece of land containing 0.200 of an acre or thereabouts in the Parish of Bettws in the County of Montgomery forming part of Bryn-y-cil Farm being O.S. No. part 837 on the Ordnance Survey Map for the district and more particularly delineated on the plan annexed hereto and thereon coloured green TO HOLD the

same unto the Purchaser in fee simple freed and discharged from the Mortgage and all claims and demands thereunder and to the intent that the term of 4000 years subsisting thereunder shall as respects the property hereby conveyed merge and be extinguished in the fee simple thereof

V            THE Purchaser HEREBY COVENANTS with the Vendor to erect as and when road making operations begin on the property hereby conveyed a stockproof fence along that boundary of the said property which adjoins agricultural land remaining in the ownership of the Vendor or his successors in title and which boundary is indicated by the letters X-Y on the said plan and thereafter to maintain the new fence for so long as and in so far as such adjoining land remains agricultural

VI            THE Purchaser FURTHER COVENANTS within three months from the date hereof to remove at his expense the stiles at the points marked "C" and "D" and his gate at the point marked "B" on the said plan making good nevertheless at his expense firstly the breaches in the fences to the land verged grey on the said plan caused by the removal of the said gate and stiles and secondly any damage caused to adjacent property owned by the Vendor by the removal of the gate and stiles as aforesaid

VII            THE Purchaser hereby acknowledges the right of the Vendor to production of the hereinbefore recited Conveyance dated the 25th day of August 1949 to the Minister of Agriculture and Fisheries and to delivery of copies thereof

VIII            THE Bank hereby acknowledges the right of the Purchaser to production of the documents specified in the Schedule hereto and to delivery of copies thereof

IX            THE Vendor as to the beforementioned documents

covenants with the Purchaser that as and when any of the said documents shall come into the possession of the Vendor or the persons deriving title under him he or they will when requested and at the cost of the Purchaser or the persons deriving title under him execute a statutory acknowledgement for production and undertaking for safe custody of such documents and in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents shall keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident

X

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 or the aggregate amount or value of the consideration exceeds Five thousand five hundred Pounds

I N W I T N E S S whereof the Vendor has hereunto set his hand and seal and the Common Seal of the Bank and the Corporate Seal of the Purchaser have been hereunto affixed respectively the day and year first above written

THE SCHEDULE above referred to

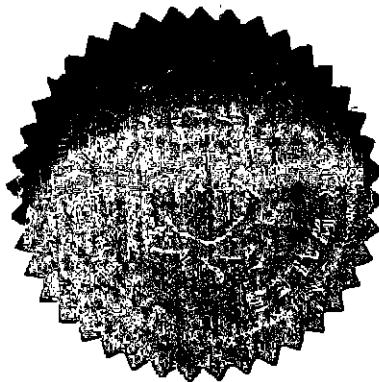
<u>Date</u>	<u>Document</u>	<u>Parties</u>
21st December 1920	Conveyance	The Gregynog Estates Limited (1) The Intestate (2)
5th March 1921	Mortgage	The Intestate (1) The National Provincial and Union Bank of England Limited(2)
11th May 1921	Reconveyance (endorsed on above-mentioned Mortgage)	The National Provincial and Union Bank of England Limited(1) The Intestate (2)

THE SCHEDULE above referred to (continued)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
12th May 1921	Mortgage (with statutory receipt endorsed dated 21st January 1930)	The Intestate (1) Richard Morgan (2)
21st January 1930	Mortgage	The Intestate (1) Midland Bank Limited (2)
18th October 1949	Reconveyance (endorsed on the above-mentioned Mortgage 21st January 1930)	Midland Bank Limited (1) The Intestate (2)
9th September 1952	Deed	The Intestate (1) The Minister of Agriculture and Fisheries (2)
5th October 1964	Conveyance	Evan Sydney Lewis and Pryce Henry Lewis (1) The Vendor (2)
9th November 1964	Mortgage	The Vendor (1) The Bank (2)

THE CORPORATE SEAL of THE  
SECRETARY OF STATE FOR WALES  
hereunto affixed is authenticated  
by the signature of: -

*H. N. Jema*



Authorised by the Secretary of State

DATED 28<sup>th</sup> May 1969

COUNTY OF MONTGOMERY

BECHAN FOREST

FORESTRY ACT 1967

T.E. LEWIS, ESQUIRE AND  
MIDLAND BANK LIMITED

- to -

THE SECRETARY OF STATE FOR WALES

/COUNTERPART

DEED OF RELEASE

- of -

rights of way and rentcharge

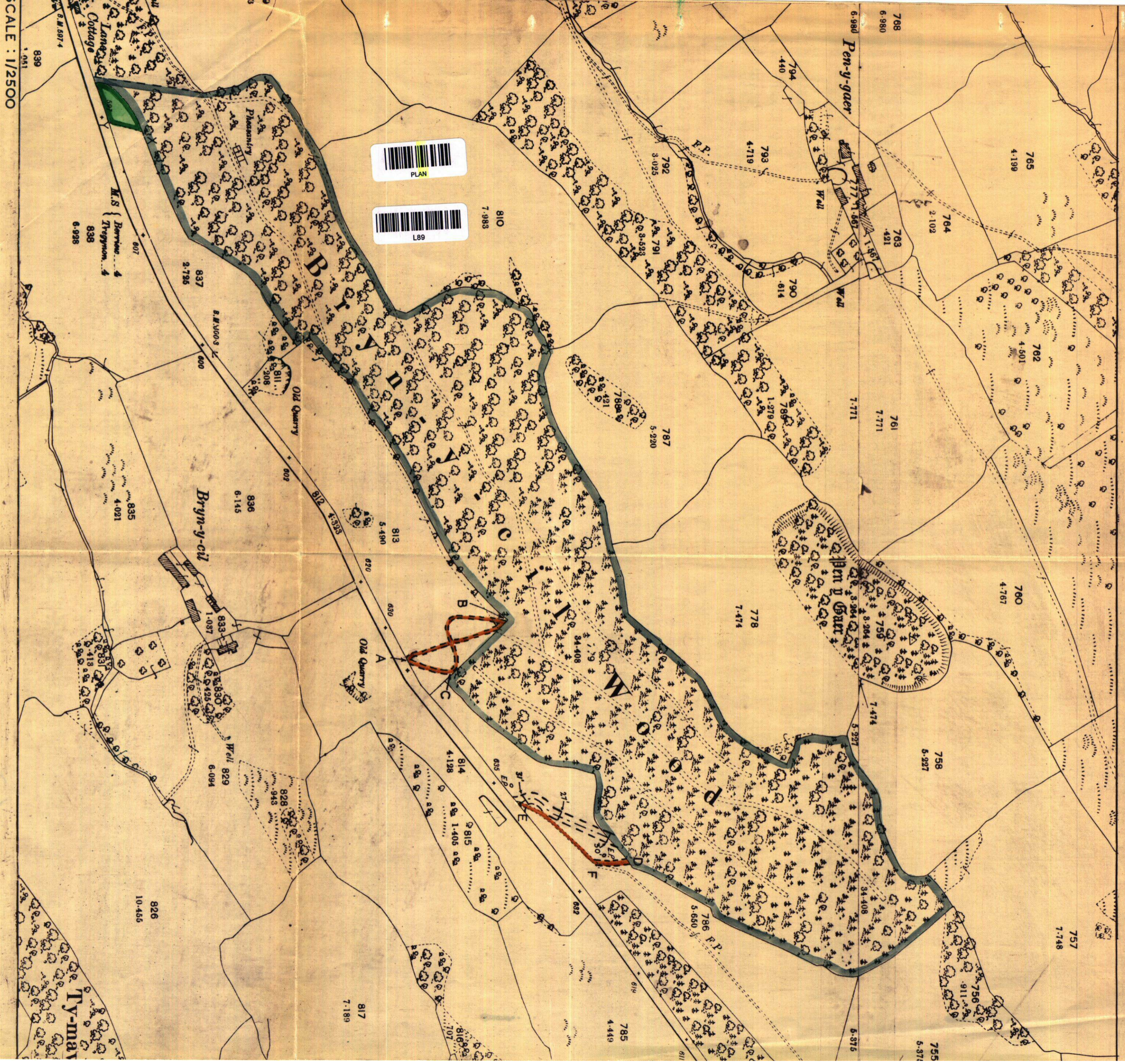
- and -

CONVEYANCE

- of -

land in the Parish of Bettws





SCALE : 1/2500

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