

Stamp

10/-

This Indenture made the 29<sup>th</sup> day of October 1881  
 Between Edmund Davies of N<sup>o</sup>. 8 Humphrey Street in the  
 Town of Swansea in the County of Glam. of the  
 one part and David Thomas of Penllyne in the said  
 County, Farmer of the other part. Whereas Thomas David  
 or Davies of Lambathery in the parish of Llanarwan  
 in the s<sup>d</sup>. County, Farmer was ~~for some years previous~~ <sup>at the time of his death (which</sup>  
~~to his death~~ <sup>or about</sup> happened on the 21<sup>st</sup> day of June 1859) and for  
 some years previous in absolute possession of the leasehold  
 messuage & premises hereinafter described as representative  
 of a deceased Morloppe. And Whereas the s<sup>d</sup>. Thomas  
 David or Davies by his will bearing date the 13<sup>th</sup> day  
 of June 1859 gave devised & bequeathed the s<sup>d</sup>. <sup>leasehold</sup> messuage  
 & premises by the description of his leasehold property called  
 the Temperance situate in <sup>Lowbridge</sup> <sup>together with all & singular other his p<sup>ty</sup></sup>  
<sup>goods chattels & effects</sup> <sup>(with other premises)</sup>  
 unto his two brothers Edmund Davies & Jenkins Davies  
 their ex<sup>ors</sup> ad<sup>ors</sup> & as<sup>ors</sup> upon trust to receive the rents  
 with & profits to arise ~~or~~ therefrom & apply the same  
 towards the maintenance & education of the s<sup>d</sup>. Testator's  
 children until the youngest should attain the age of  
 21 years and afterwards to sell or dispose of the whole  
 of the s<sup>d</sup>. leasehold p<sup>ty</sup> & effects & divide the proceeds  
 between <sup>such of</sup> the Testator's children as might then be living  
 & the legal issue (if any) of any of <sup>his</sup> children which  
 might be dead. in equal shares per stirpes. And the  
 Testator thereby nominated constituted & appointed his s<sup>d</sup>.

of Lowbridge of the one part & David John of Lowbridge of the other part for a term of 99 years from the date of the s<sup>d</sup>. lease  
 of 4 ann John then aged 20 years or thereabout David John then aged 16 years  
 or thereabout to each John aged 16 years or thereabout & the s<sup>d</sup>. Testator's children  
 children of the s<sup>d</sup>. Testator should be living but if the s<sup>d</sup>. Testator should be dead  
 and whereas the only person who is the s<sup>d</sup>. Testator's son John.

I

Edmund Davies & <sup>Jenkins</sup> Thomas Davies Exrs of his Will

And Whereas the sd Will was on the 27 day of Nov 1872  
duly proved Jenkins Davies never in any way acted  
in the trusts & execn of the sd Will & the sd E & D having  
acted as sole Trustees & Exrs & he the sd E. D. alone

the 27th day of Nov 1872 obt<sup>d</sup> probate of the sd Will at the  
<sup>see margin</sup> ~~and~~ <sup>whereas</sup> the said Testator left surviving him 8 children but 2 of them  
afterwards died without leaving issue and  
Llandoff Probate Registry. And Whereas there are <sup>now</sup> 6

children of the sd Testator ~~now~~ living & viz (1) Jenkins Davies  
(2) John Davies (3) Catherine the Wife of the sd D. Thomas (4) Tho<sup>s</sup> Davies  
(5) Mary Ann Davies & (6) Margaret Davies  
& the youngest of the said children namely, Mary<sup>e</sup> Davie

attained the age of 21 years <sup>in</sup> the month day of March

1877. And Whereas the sd Edmund Davies has converted  
into money the whole of the estate of the <sup>sd</sup> Testator with  
the exception of the leasehold messuages & premises hereinafter  
described & he is about paying settling with the sd

Testator's children in respect of their claims under the  
sd Will. And Whereas the sd Testator's children are

desirous that the leasehold messuages & <sup>hereinafter described</sup> premises should  
not be sold at least for the present & they have  
requested the sd E & D to assign & convey the

whole of his int<sup>l</sup> therein to the sd D<sup>r</sup> Thomas as &  
in manner hereinafter appearing. And Whereas the  
sd E. Davies has <sup>duly</sup> accounted. Now this Indre witnesseth

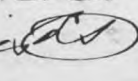
that in pursuance & execution of the premises be the  
sd E. Davies (as <sup>surviving & sole acting</sup> Trustee & Executor of the hereinbefore  
recited Will of the sd Tho<sup>s</sup> David or Davies) doth hereby

And Whereas the sd Jenkins Davies  
11 day of April 1873  
acted in the or about



grant and assign unto the sd. D Thomas his exors adors  
heirs all that messuage & shop formerly known as the  
Temperance with the outbuilding & garden thereto belonging  
situate in the High St. of the Town of Cambridge in the  
County of Glouc; <sup>formerly in the occupation of Messrs Miles &</sup> ~~now in the occupation~~ of David James  
which premises are bounded on the East South by a meadow  
called Wainy gas on the East part, by a road leading  
from High St. to the sd. Meadow & in other part by  
the garden ~~set~~ belonging to the Butchers Arms Inn  
on the West by a messuage Ironmonger Shop & premises  
belonging to & occupied by Mr Nathl Bird and on the  
~~South~~ <sup>North</sup> by High St asd. Together with all buildings  
yards <sup>gardens</sup> ~~gardens~~ ditches ways sewers liberties privileges  
easements & appurtenances whatsoever to the said messuage & premises  
belonging or therewith occupied or enjoyed And all the  
Estate right title int. claim & demand whatsoever of the  
said Edmund Davies in to & upon the sd premises & every  
part thereof. To have and to hold the messuage  
& premises hereby granted & assigned as expressed so to be  
unto the said David Thomas his exors adors & heirs for all the  
residue now unexpired of ~~a term of 99 years to be computed~~ <sup>the same</sup>  
from the 1<sup>st</sup> day of July 1825 if an John David John &  
Simon John should so long live at the ground rent of  
of the said recited term at the rent  
of a year & subject to the lessors covenants & conditions  
reserved by & cont'd in the <sup>agreement</sup> lease under which the same  
are held. In Upon trust for the said children  
for the equal benefit of the said children

of the said Testator Tho<sup>s</sup> David or Davies dec'd. And the  
s<sup>d</sup>. E. Davies doth hereby for himself his wis<sup>r</sup> ex<sup>r</sup>s & ad<sup>r</sup>s  
covenant with the s<sup>d</sup>. D. Thomas his ex<sup>r</sup>s ad<sup>r</sup>s & ass<sup>r</sup>s. that  
he the s<sup>d</sup>. E. Davies hath not at anytime done or  
knowingly suffered or been party or privy to any act  
deed or thing, whereby he is prevented from granting  
& assigning the s<sup>d</sup>. messuage & premises in manner  
afo<sup>r</sup>. or whereby the same or any part thereof are or  
may be in anywise incumbered. And the s<sup>d</sup>. D.  
Thomas doth hereby for himself his wis<sup>r</sup> ex<sup>r</sup>s ad<sup>r</sup>s  
& ass<sup>r</sup>s. covenant with the s<sup>d</sup>. E. Davies his ex<sup>r</sup>s & ad<sup>r</sup>s  
that he the s<sup>d</sup>. D. Thomas his ex<sup>r</sup>s ad<sup>r</sup>s & ass<sup>r</sup>s. will at  
all times hereafter during the life of the s<sup>d</sup>. Simon John  
or other the residue of the term granted by the hereinbefore recited Ind<sup>r</sup> of the  
year the s<sup>d</sup>. yearly rent of 10<sup>s</sup>. & observe & perform  
all the lessee's covenants & conditions cont<sup>d</sup> in the  
s<sup>d</sup>. recited Ind<sup>r</sup> & will at all times keep indemnified  
the s<sup>d</sup>. E. Davies his wis<sup>r</sup> ex<sup>r</sup>s & ad<sup>r</sup>s & their  
estates & effects from & against the payment of the  
s<sup>d</sup>. rent & the observance & performance of the s<sup>d</sup>. covenants  
& conditions & all actions claims & demands whatsoever  
for or on a/c of the same or in anywise  
relating thereto. In Witness whereof the said parties

to these presents have hereunto set their hands and seals  
the day and year first above written Edmund Davies 

Signed sealed and delivered by the  
~~said~~ <sup>said</sup> Edmund Davies and  
David Thomas in the presence of

David Thomas 

Thomas Rees Sol<sup>r</sup>. Cambridge  
John Morgan