

*SUMMARY OF*  
~~NOTES RELATING TO DEEDS OF PROPERTY IN ABERTHIN RECEIVED~~  
 FROM RANDOLPH D.L. THOMAS IN 2005

~~I believe that these deeds relate to a number of properties including: Ivydene, a brewery and houses (now houses next door to the Farmer's Arms) and land on the Aberthin to Llansannor Road.~~

1. ~~A.~~ Relating to Ivydene, Hillside, "Thornfield", Farm Yard and land on road to Llansannor

*A. All the properties*

D/D KHE/?

14 May 1864.

Conveyance.

Evan John of No.2 Ivor Street, Newport, agent at Messrs Baileys Wharf, Newport & Mary John, his wife (1) and David Thomas of Dan-y-Lan in the p. of St. Mary Hill, farmer (2).

Recites:

- (a) Release (grounded on a lease for a year) of 6 August 1803 between William Thomas and John Williams of all those two several messuages or tenements and garden with their and every of their appurtenances situate lying and being near Aburthin High Cross in the p. of Llanbleddian in the co. of Glamorgan conveyed unto the said John Williams in the same manner as the same were then let in the tenures or occupations of Azeriah Jones and Thomas Jenkins, labourers as tenants and then in the occupation of John Williams parts of which are the hereditaments described in the First Schedule.
- (b) On 15 October 1817 customary hereditaments described in the Fourth Schedule were surrendered to the use of John Williams as to such uses as he should be deed or will appoint and in default of appointment to the use of John Williams and his heirs according to the custom of the Manor of Talyvan and on same date he was duly admitted tenant of them.
- (c) By indenture of release (grounded on a lease for a year) dated 24 December 1818 between Robert Sweeting and John Williams the barn stable buildings and heraditaments described in the Second Schedule were conveyed to J. Williams.
- (d) At the date of his will and his death J. Williams was entitled to an estate in fee simple of the freehold properties described in the Third Schedule, subject to the payment of an annual sum of 6d. to the Lord of the Manor at Llanbleddian.

- (e) J. Williams made his will 1 May 1853 and bequeathed his real and personal estate to Mary John (then Mary Williams wife of J. Williams) to her use and benefit and appointed her sole executrix.
- (f) J. Williams died on 11 March 1862 and his will was proved in the Principal Probate Registry on 5 April that year.
- (g) On           September 1863 Mary John (then Mary Williams, widow) married and became the wife of Evan John.
- (h) The Cowbridge Railway Company under the "Cowbridge Railway Act 1862" and other Acts incorporated therewith had then lately taken a small part of the customary held land for the purposes of the said Acts but the value of the property so taken and the purchase money or compensation to be paid had not been ascertained nor had any conveyance been made.
- (i) E. and M. John had contracted with D. Thomas for the sale to him of the property described in the four schedules as delineated on the plan drawn on the back of the second skin and thereon coloured green [no scale on plan] (subject to part to be taken by the railway company) in consideration of an annuity of £30 to be paid to M. John for her separate use during the joint lives of herself and E. John and to the survivor of them during his or her life and charged upon the property apart from the part to be taken by the railway company by a deed of even date to be executed contemporaneously with this deed.
- (j) E. and M. John had further contracted with David Thomas that all the purchase money and compensation to be paid by the railway company for or in respect of the property to be taken by it shall belong to and be paid to D. Thomas.

Witnessed:

In consideration of the annuity of £30 (see D/D/KHE ?) E. & M. John granted and conveyed to D. Thomas:

All and singular the several messuages tenements buildings lands and heraditaments described in the first second and third schedules together with all buildings, erections fixtures commons fences ways waters watercourses liberties privileges easements and appurtenances to the said heraditaments expressed to be granted

To Hold to David Thomas, his heirs and assigns subject to the annuity.

Further witnessed that for the same consideration Evan John covenanted with David Thomas that he and his wife and their heirs would cause to be surrendered under the hands of the Lord or Lady of the Manor of Talyvan

All the two parcels of customary held land described in the fourth schedule, together with all rights to the use of David Thomas.

Assignment of all money and payment due from the railway company.

Covenant as to entitlement and for quiet enjoyment.

Further agreed and declared that the annual sum of £10 part of the annuity of £30 should be the price or consideration for the purchase of the freehold and assigned properties and the sum of £20 should be the price for the purchase of the customary held property.

#### First Schedule

All that messuage or tenement two stables carthouse outhouses and garden with the appurtenances situate lying and being near Aberthin High Cross in the p. of Llanbleddian formerly in the tenure or occupation of J. Williams and now of Mary John all of which were part of the premises numbered 571 in the apportionment of rent charge in lieu of tithes in the parish and the map annexed and were part of the property conveyed to J. Williams by the deed of 6 August 1803.

#### Second Schedule

All that barn stable and buildings together with a portion of a garden which adjoined the barn and buildings on the east side and which portion contains 20 yards in length from east to west and 20 yards in breadth from north to south and is bounded on the east by a garden formerly in the occupation of Joan Sweeting widow deceased and now of Ann Williams and on the west by the barn stable and buildings on the north by premises formerly held by William Williams and afterwards by Morgan Griffith and now of Thomas Parker in and on the south by a wall which nearly adjoins a brook called Aburthin Brook all which were situate lying and being at Aburthin, formerly in the occupation of John Williams and Robert Sweeting and then in the occupation of Mary John and which were numbered in the apportionment of rentcharge in lieu of tithes and the map annexed to it 737 and there stated to be 24 perches.

### Third Schedule

All that garden or piece or parcel of land situate lying and being at Aburthin and forming part of Aburthin Common bounded on the east by a garden belonging to Mr Thomas Lister on the west by a road leading from Aburthin to St. Hilary on the south by Aburthin Common and on the north by a road leading from Aburthin to Pant Wilkin and formerly in the tenure or occupation of J. Williams and then of M. John.

### Fourth Schedule

All those two pieces of customary held land containing by estimation 3 acres but by ad measurement 4 acres, two roods and 12 perches, according to the apportionment of the rent charge in lieu of the tithes and are commonly called and known by the name of Caia Twyn Teg situate near Newton within the parish of Llanbleddian and the manor of Talyvan formerly in the tenure of or occupation of J. Williams or his tenants and now of M. John and which parcels were numbered in the apportionment and the map annexed as 479 and 520.

[Sgn. Evan John, the mark and seal of Mary John, sgn. D. Thomas; wtn. John Stockwood, solicitor, Cowbridge, Thomas Rees, clerk to Mr Stockwood, solicitor, Cowbridge]

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Endorsement 14 May 1864 that this was the deed marked "A" produced before and acknowledged by Mary John previous to which she was examined by us separately and apart from her husband touching her knowledge of the contents of the deed and her consent thereto and declared the same to be freely and voluntarily executed by her.

[Sgn. William Lewis and John Stockwood, commissioners]

Form of Certificate to which this was an exhibit under the Acknowledgement of Deeds Act attached.

[3 membranes]

D/D KHE/?

14 May 1864.

Grant.

David Thomas of Danylan, St. Mary Hill, farmer (1) Edward Williams of Hendre Au Coch, Landyvoduck, farmer (2), Evan John of Newport (3), Mary John, the wife of Evan John (4) and Thomas Parker of Aberthin, farmer (5).

In consideration that freehold and customaryhold land intended to be assured and other property had by indenture of even date [D/D KHE/?] been conveyed etc. to the use of David Thomas, subject to an agreement that an annuity should be limited to and paid as appeared in this deed should be charged upon that property secured by the covenants of D. Thomas and E. Williams as his surety.

They D. Thomas and E. Williams covenanted with the said T. Parker and as a separate covenant with the said E. John and Mary John that they would during the lives and life of E. John and Mary John his wife or the survivor of them pay to the said T. Parker an annuity of £30 clear of deductions commencing on 1 Nov. 1864 if either of the said E. John and M. John be living.

Agreed and declared that the property shall be charged with annuity and that the said T. Parker shall hold it upon trust during the joint lives of E. John and Mary John to pay the same to Mary John for her use her receipt being a proper discharge and after the death of either of them upon trust to pay the same to the survivor during his or her life.

Further witnessed D. Thomas granted to Thomas Parker the property described in the first second and third schedules as shown on the back of the second skin of this document upon trust to secure the due payment of the annuity with provisions as to the arrangements to be made if the annuity remained unpaid.

With similar provisions for the customaryheld land which was to be entered in the manor of the Lordship.

Agreed and declared that this said E. Williams was only a surety and that E. Williams was to be considered the principal debtor.

#### First Schedule

The same as the first schedule to the conveyance of 14 May 1864 [D/D KHE/?] except that at the end in relation to the deed of 6 August 1803 it is stated that the property of which the property described in the first schedule formed part was in the 1803 deed described as:

All those two several messuages or tenements and gardens with their and every of their appurtenances situate lying and being near Aberthin High Cross in the parish of Llanbleddian Glamorgan in as large and ample a manner as the same were then late in the tenure or several occupations of other Azeriah Jones and Thomas Jenkins labourers as tenants and then in the occupation of John Williams.

#### Second Schedule

[As described in D/D KHE/?]

#### Third Schedule

[As described in D/D KHE/?]

Fourth Schedule

[As in D/D KHE/?] except that at the end of the description/added }  
... ~~excepting~~ and reserving a small part (containing 18 perches or }  
thereabouts) of the said property which had been lately taken by }  
the Cowbridge Railway Company under the Cowbridge Railway }  
Act, 1862 } X  
X

[Sgn. D. Thomas, E. Williams, E. John and the mark and seal of M.  
John; wtn. John Stockwood, solicitor, Cowbridge and Thomas  
Rees, clerk to Mr. Stockwood, solicitor, Cowbridge]

[3 membranes]

*B. The property of the Inn the ~~land~~ <sup>copyhold</sup> land on the Llanvannor Road*

D/D KHE/?

3 February 1880.

Conveyance.

Morgan Thomas of The Cowbridge Arms Inn, Cowbridge, butcher,  
brewer and publican to John Williams of Llanvannor Court, farmer  
and Watkin Williams of Red Farm, Penlline, farmer.

Recites:

- (a) Conveyance of 14 May 1864 [D/D KHE/?] when the  
properties conveyed by this conveyance were (with other  
property) conveyed to David Thomas and the Deed of Grant  
of the same date [D/D KHE/?].
- (b) David Thomas died on            day of            180 leaving  
M. Thomas his eldest son and heir at law surviving.
- (c) Evan John died on the            day of            1879.
- (d) M. Thomas had agreed with J. Williams and W. Williams for  
the sale of the property subject to the annuity.

In consideration of £200 conveyance subject to the annuity of:

Firstly all that the property numbered 571 described in  
Schedule 1 of D/D KHE/? but stated to be formerly in the  
tenure or occupation of Mary John and then of David  
Williams. X

Secondly all that barn stable and buildings numbered 737 as  
described in Schedule 2 of D/D KHE/? the garden to the east  
being then lately occupied by Ann Williams and the premises  
on the north which by then were no longer held by Thomas  
Parker.

Thirdly all that garden or piece of land described in the third  
schedule of D/D KHE/? but stated to be formerly in the  
tenure or occupation of John Williams afterwards of Mary  
John and now of David Williams.

[Sgd. Morgan Thomas; wtn. Edward Ord, solicitor, Cowbridge  
(receipt for £200 signed and witnessed in the same way)]

[1 document]

D/D KHE/?

4 April 1884.

Mortgage.

John Williams of Llansannor Court and Watkin Williams of Red Farm, Penlline (1) Margaret Thomas of The Cowbridge Arms Inn, Cowbridge, widow and innkeeper (2) and Thomas Rees of Cowbridge, gentleman (3).

Recites:

- (a) Conveyance of 3 February 1880 [D/D KHE/?]
- (b) 27 February 1880 T. Rees advanced to J. & W. Williams the sum of £100 on a promissory note at one month to enable them to discharge their liabilities as sureties for the payment of the composition payable in the matter of liquidation proceedings taken by Morgan Thomas since deceased (husband of M. Thomas) and the said J. Williams and W. Williams being unable to pay and discharge the said note on its maturity deposited with T. Rees the Conveyance of 3 February 1880 as an equitable security for the repayment of the sum of £100.
- (c) The sum of £100 remained due and owing all interest having been paid up to 27 February 1884.
- (d) T. Rees had required payment of the principal sum but J. & W. Williams being unable to pay the same had agreed to give T. Rees a legal mortgage of the property comprised in the deposited indenture for securing the principal sum and interest in which M. Thomas had agreed to concur.

J. Williams and W. Williams and M. Thomas jointly covenanted with Thomas Rees to pay him £100 on 27 August within interest at 5% on that sum or any sum remaining owing.

Also J. Williams and W. Williams as to their respective undivided shares and ~~in respect of all his~~ estate or interest in the other half conveyed to T. Rees:-

*(S)* Firstly the property described in the first schedule of D/D KHE/? but then in the occupation of David Williams

*(S)* Secondly the property described in the second schedule of ~~D/D KHE/?~~ except that the same was then also in the occupation of David Williams

*(S)* Thirdly the property described in the third schedule of ~~D/D KHE/?~~ save that the same was then in the occupation of David Williams

With proviso for redemption.

*the conveyance 14 May 1864*  
*the same*  
*the same conveyance*

[Sgn. John Williams, Watkin Williams and Margaret Thomas; wtn. W.M. Thos. Gwyn, solicitor, Cowbridge]

27 August 1885 (endorsed).

Assignment.

Thomas Rees (1) David Giles of Cowbridge, bootmaker (2).

Recites:

Principal sum of £100 secured by within written deed remained owing to said T. Rees but that all interest had been paid to date ~~and agreement for payment of £100 by D. Giles to T. Rees on having a transfer of the mortgage.~~

Consideration £100.

Transfer of the mortgage to T. Rees.

[Sgn. T. Rees; wtn. W.M. Thos. Gwyn, solicitor, Cowbridge]

[1 parchment]

D/D KHE/?

17 October 1895.

Reconveyance.

David Giles of Cowbridge, bootmaker (1) John Williams formerly of Llansannor Court, farmer but then of 1 Glossop Terrace, Cardiff & Watkin Williams of Red Farm, Penlline, farmer (2) and Margaret Thomas of The Cowbridge Arms Inn, Cowbridge, widow and innkeeper (3).

Supplemental to deed of 4 April 1884 and the deed of 27 August 1885 endorsed on it [D/D KHE/?].

Recites:

- (a) M. Thomas had on execution of deed paid to D. Giles all monies and interest secured
- (b) J. Williams and W. Williams had requested D. Giles to convey the same to M. Thomas.

In consideration of £105.15 D. Giles as mortgagee (at the request and direction of J. and W. Williams) ~~did~~ convey and the said J. and W. Williams as beneficial owners in respect of their interests ~~did~~ convey and confirm to M. Thomas:

⑤ All the buildings gardens etc comprised in the principal ~~indenture as there described as~~ ~~[description as in earlier deeds]~~



[Sgn. D. Giles; wtn. Alfred Giles, solicitor, clerk to Messrs Rees & Gwyn, solicitors, Cowbridge; sgn. J. Williams and W. Williams; wtn. Chas. J. Gwyn, solicitor, Cowbridge]

[1 ]

<sup>As to</sup>  
Additional part of Ivydene and Farm Yard

D/D KHE/?

1 August 1888.

Conveyance.

Marquess of Bute (1) The Hon. Edmond Bernard Talbot, 26 Curzon St., Mayfair, Middlesex and George Edward Sneyd of Bray, Hessenford, St. Germans, Cornwall, trustees (2) and Margaret Thomas of The Cowbridge Arms, Cowbridge, widow (3).

Consideration £10:

All those pieces or parcels of land situate at Aberthin in the p. of Llanbleddian containing 29 perches or thereabouts then in the occupation of the purchaser or her undertenants delineated and described in the plan drawn thereon and thereon coloured red (plan scale 208.33 ft. = 1 in.).

[Sgn. Marquess of Bute; wtn. William Chris P. Butler, Chiswick House, Chiswick, sgn. Lord E.B. Talbot and sgn. G.E. Snade; wtn. W.J. Woodger and H. Parks, both of 66 Lincoln's Inn Fields, Middlesex, gentleman]

[1 parchment]

<sup>D</sup>  
B. Relating only to the Copyhold land on the Glamorgan River

D/D KHE/?

17 February 1891.

Admission, Surrender and Admission

Admission.

At the office of Mr. Ebenezer William Miles, gentleman, situate at Cowbridge, Glamorgan on 17 February 1891.

Before John Evan Williams of Herbert Chambers in the County Borough of Cardiff, gentleman, steward to Charles Aubrey Aubrey Esq., Lord of the Manor of Talyfan.

Recites:

(a) On 14<sup>th</sup> day of May 1864 David Thomas was admitted tenant on the court rolls of the said manor of and to

All those two parcels of customary held land [described in the 4<sup>th</sup> Schedule of the ~~act~~ of 14 May 1864 D/D KHE/? ]

3

TO HOLD the same (subject nevertheless to all except a small part containing 18 perches or thereabouts taken by the Cowbridge Railway Company under the Cowbridge Railway Company Act 1862 and other acts for the purpose of the Act) to the payment of an annuity of £30 secured to be paid to Mary John for her separate use during the joint lives of herself and Evan John and to the survivor of them and to the trusts powers and remedies for enforcing payment and to part of the property taken by the Railway Company subject to the rights and interests of the company to David Thomas and his heirs according to the custom of the manor.

X

X

(b) D. Thomas died on 16 December 1867 leaving a widow Cecilia Thomas and six sons surviving William Thomas, Morgan Thomas, David Thomas, Thomas Thomas, Edmund Thomas and Daniel Thomas to whom the parcels of land descended in six equal shares.

X

(c) William Thomas died 1 December 1871 intestate and unmarried.

(d) Morgan Thomas by his will dated 3 February 1880 gave all his real estate to the use of his wife Margaret Thomas (then residing at the Cowbridge Arms Inn Cowbridge) and appointed ~~his wife~~ <sup>her</sup> executrix ~~of his will.~~

her

X  
X  
X

(e) Morgan Thomas died on 7 July 1881 ~~without having revoked or altered his will which was proved by M. Thomas his executrix~~ in the Llandaff District Probate Registry on 24 July 1883.

(f) Mary John the survivor of the annuitants died on 2 April 1890.

(g) By virtue of the intestacy of David Thomas and the intestacy of William Thomas and the will of Morgan Thomas the hereditaments vested in the said Margaret Thomas, David Thomas, Thomas Thomas, Edmund Thomas and Daniel Thomas in five equal shares under the custom of the manor.

X  
X  
X

~~On the day stated~~ Before the ~~said~~ Steward came M. Thomas of The Cowbridge Arms Inn, D. Thomas then of Treseison in the p. of St. Mary Hill carpenter, T. Thomas of Ty-candy St. Mary Hill, Edmund Thomas of Woodside near Aberdeen, Scotland draper (by Daniel Thomas his attorney) and Daniel Thomas of Danglan St Mary farmer who prayed to be admitted as tenants in common according to their shares of

X  
X  
X  
X

3

ALL those two parcels of customary held land numbered 206 and 209 on the map of the recent Ordnance Survey and containing by ad measurement 4 acres 2 roods and 36 perches

X

3 and with the said M. Thomas, D. Thomas, T. Thomas, Edmund Thomas (by D. Thomas) and D. Thomas were granted seisin thereof by the rod according to the custom of the manor: TO HOLD the land with the appurtenances as tenants.

[Signed M. Thomas, D. Thomas, T. Thomas, E. Thomas (by his attorney) and D. Thomas; wtn. John E. Williams, steward.]

Surrender:

D. Thomas T. Thomas E. Thomas and D. Thomas in consideration of the sum of £240 paid to them by M. Thomas surrendered the property into the hands of the Lord of the Manor to the intent that the Lord should re-grant them to the use of M. Thomas and her heirs.

[Sgn. D. Thomas T. Thomas E. Thomas D. Thomas; wtn. J.E. Williams, steward.]

Admission

On prayer of M. Thomas grant to her of the two parcels of land to hold the same to her and her heirs as tenants .

[Sgn. M. Thomas; wtn. John E. Williams, steward.]

[1 ? ]

*E. Acc to the led the that the Gogfeld land*

D/D KHE/?

29 September 1905.  
Conveyance.  
David Thomas of The Nantymoel Hotel, Nantymoel, Ogmore Valley, innkeeper and William Watkin Thomas of The Cowbridge Arms Inn, Cowbridge, innkeeper (1) and Mary Thomas of The Nantymoel Hotel, the wife of David Thomas (2):

Recites:

- (a) Mortgage of 7 November 1895 between Margaret Thomas (1) and Mary David (2) a proviso for redemption on payment by M. Thomas of the sum of £350.
- (b) Indenture of 28 November 1898 made between the same parties, property was charged with the repayment to the said M. David of the further sum of £100.
- (c) Margaret Thomas died on 22 May 1900, having made her last will of 10 May 1900, appointing D. Thomas and W.W. Thomas as executors, who proved the same in the Principal Registry on 12 September 1900.

- (d) D. Thomas and W.W. Thomas had realised the personal estate of the said M. Thomas deceased and the real estate (except the property described) and the same was not sufficient to pay the debts and liabilities of the said M. Thomas.
- (e) The real estate of the said M. Thomas deceased included a messuage, old brewery and premises at Aberthin near Cowbridge and the said D. Thomas and William Watkin Thomas received notice to pay up the mortgage of £300 and the same had been offered for sale by public auction and the several persons privately, but no sale could be effected and in order to avoid the cost of proceedings that had been threatened, the same had been sold to the said M. Thomas for the sum of £220. [See D/D KHE/?]
- (f) The said D. Thomas and W.W. Thomas, had occasion for the sum of £80, to make up the sum of £300 due on the covenant of the said M. Thomas deceased, had requested Mary Thomas to lend the same, which she has agreed to do, upon having repayment thereof with interest, as expressed in this Deed.
- (g) And the sum of £250 (part of the said sum of £350 and £100) still remained owing to the said M. David on security of the earlier deeds.

Witnessed:

In consideration of the sum of £80 paid by M. Thomas to D. Thomas and W.W. Thomas, they as personal representatives of M. Thomas conveyed unto Mary Thomas:

- (1) All those two messuages or tenements, outbuildings, two gardens and premises (one of the said messuages having formerly been a stable and carthouse but having since been converted into a dwellinghouse) with the appurtenances situate and being near Aberthin High Cross in the parish of Llanbleddian in the county of Glamorgan formerly in the tenure or occupation of Mary John afterwards of David Williams afterwards of Drill Sergeant Corr and William James and now in the occupation of Drill Sergeant [not stated] and Watkin William Thomas, all of which were part of the premises numbered 571 on the apportionment of rentcharge in lieu of tithes and map annexed for the parish of Llanbleddian;
- (2) All that barn stable yard and buildings together with a piece of land or gardens which adjoins the said barn on the east side and which contains 20 yards in length from east to west and

20 yards in breadth from north to south and was bounded on the east by a garden formerly in the occupation of Joan Sweeting widow deceased, afterwards of Ann Williams and which now belongs to Mr William Yorwerth on the west side by the said barn stable and buildings on the north by premises formerly held by Thomas Parker and on the south by a wall which nearly adjoins a brook called Aberthin Brook all which said premises are situate lying and being in Aberthin in the parish of Llanbelddian and which were formerly in the occupation of Mary John then of David Williams and now in the occupation of Watkin William Thomas;

- (3) All that garden or piece or parcel of land situate and lying and being in Aberthin and formerly part of Aberthin Common bounded on the east by a garden belonging to the Reverend Thomas Llewellyn Lister on the west by a road leading from Aberthin to St. Hilary on the south by Aberthin Common and on the north by a road leading from Aberthin to Pantwilkin and formerly in the occupation of Mary John then of David Williams afterwards of William James and now also of Watkin William Thomas,

To hold of Mary Thomas with proviso for redemption.

[Sgn. D. Thomas, W.W. Thomas; wtn. T.H. Rowles, clerk to Mr E.W. Miles, solicitor, Cowbridge].

~~Q. Relating to the~~ <sup>Aberthin</sup> premises adjoining the Farmers Arms <sup>Please state on map</sup> on the road to Cowbridge

D/D KHE/?

18 October 1800.

Lease.

Christopher Bassett of Boverton, p. of Llantwit Major, gentleman, to John Miles of Aburthin, gentleman.

Witnessed:

In consideration of the rent and covenants and conditions.

All that messuage and dwellinghouse and garden together with two curtilages and a barn belonging with their appurtenances situate lying and being near the crossroad in the village of Aburthin in the tenure or several occupations of the Overseers of the Poor of the p. of Llanbleddian, David Thomas labourer and Ann Thomas widow or their undertenants.

Term of 99 years if C. Bassett shall so long live from 1 May 1801.

Rent of £3.3.0. a year.

[Executed and sealed by C. Bassett and J. Miles, wtn. John Jones.]

14 November 1826 (Endorsed).

Statement.

Of Edward Bradley of Cowbridge gentleman executor of the last will of John Miles late of the town of Cowbridge deceased the only son and sole executor of John Miles (party to the deed of 18 October 1800).

Recites:

Agreed by E. Bradley and C. Bassett that the lease should be surrendered to C. Bassett and the sum of £5 be paid him on account of the dilapidated state of the premises.

*stated by*  
~~Now know ye that the said~~ E. Bradley in consideration of being discharged from the rent and covenants contained in the lease and of 5 shillings paid to him by C. Bassett gave granted demised released surrendered his claim to the C. Bassett of all the estate or interest or claim of years or demand by the lease and covenanted promised and agreed that the lease and all the premises demised by it were free and clear of all former bargains ~~sales gifts grants leases or assignments whatsoever made or done~~ by E. Bradley or by any other by his means. *etc*

[Sgn. E. Bradley, wtn. M. Morris of Cowbridge.]

[This was obviously entered into *with a view to* ~~immediately before~~ the grant of the lease which follows]

[1                    ]

D/D KHE/?

8 December 1826.

Lease.

Christopher Bassett of Boverton Llantwit Major gentleman to Morris Griffith of Boverton Blacksmith.

In consideration of 5 shillings paid by M. Griffiths to C. Bassett C. Bassett leased to him:

*5* → ALL THAT ~~messuage or dwellinghouse~~ and garden as described in D/D KHE/? then in the several occupations of the overseers of the poor of the parish of Ystradowen Mary David and John Thomas their undertenants or assigns together with all yard grounds outhouses ways watercourses etc.

*5* → To hold for 1 year:

Rent of a peppercorn.

[Sgn. C. Bassett; wtn. Richard Bassett of Bonvilston and Ann Davis of Llantwit Major, spinster, servant to Mr. Charles Bassett.]

D/D KHE/?

9 December 1826.

Conveyance *fee*.

Christopher Bassett of Boverton, Llantwit Major, gentleman and Mary Bassett, his wife (1) Elias Bassett of Llantwit Major, gentleman (2) and Morris Griffith of Boverton, blacksmith (3).

Recites:

Charles Bassett, late of Sigingstone in the p. of Llantwit Major, gentleman, deceased, by his last will dated 3 March 1798 gave and demised the messuage ~~or dwellinghouse, barn and premises referred to~~ to Christopher Bassett for life and on his death, to his heirs and in default, to Elias Bassett and his heirs.

M. Griffiths had contracted and agreed with C. Bassett for the purchase of the premises for £80.

~~And said~~ Elias Bassett had consented and agreed at the request of C. Bassett to join in the conveyance ~~for better assuring them to M. Griffiths.~~

(S)

Consideration of £80 and 5 shillings <sup>respectively to C. Bassett on</sup> to Elias Bassett, released conveyance and conveyance and confirmation of:

(S)

ALL that messuage or dwellinghouse and garden as described in ~~D/D KHE/? (8.12.1826)~~ *the lease 18 Dec 1826 [D] 1826*

X

X  
X

KHE/?  
T

[Sgn. C. Bassett, M. Bassett and E. Bassett; wtn. Richard Bassett, solicitor, Bonvilston and Ann Davis of Llantwit Major, spinster, servant to Mr C. Bassett]

[Receipt for the sum of £80 signed by C. Bassett and witnessed in the same manner]

[1 membrane]

D/D KHE/?

26 January 1829.

Lease to vest possession.

Maurice Griffith of Aberthin, maltster and Mary, his wife (1) and Thomas Barnes of Nash House, Yeoman (2).

(S)

Consideration of 5 shillings (paid by T. Barnes) to M. and M. Griffiths; lease of:

(S)

ALL that ancient messuage or dwellinghouse and also all that new built messuage or dwellinghouse, malthouse and smith's forge ~~now~~ in the occupation of Maurice Griffith and William Evan, ~~together with all yards, gardens, grounds, outhouses and ways enjoyed etc.~~

TO hold for one year.

Rent of a peppercorn.

X  
X  
X  
X  
X

[Sgn. Maurice Griffiths and Mary Griffiths; wtn. E. Bassett, Llantwit Major, solicitor, William Hander, Boverton, farmer]

[Endorsed "In Chancery between Charles Smith and Others, plaintiffs and Thomas Barnes and Others, defendant that this was

the writing marked 'A' referred to in the affidavit of Thomas Barnes of 5 May 1866 made before Thomas Popkin, a commissioner to administer oaths]

[1 membrane]

~~{Does not seem that the release which must have followed the lease has survived. Check up on this.}~~

D/D KHE/?

27 January 1829. *Release?*

Maurice Griffiths and Mary Griffiths (1) and Thomas Barnes, Nash House (2).

Consideration of £200 paid to Maurice Griffiths, receipt acknowledged,

A release to Thomas Barnes of:

*(S)* → ALL that new built messuage [as described in D/D KHE/?] as in lease and release of 8 and 9 December 1826 *D/D KHE/?* therein described as all that messuage or dwellinghouse and garden together with the two cartilages and the barn thereto ~~belonging with their~~ appurtenances situate, lying and being near the Crossroads in the village of Aberthin in the co. of Glam. ~~together with all yards, gardens, grounds, outhouses, ways, watercourses etc.~~

To have and to hold the property to the said Thomas Barnes and his heirs to the use of Thomas Barnes, his heirs and assign and for the better and more effectual granting and assuring the said messuages etc. unto and to the use of T. Barnes, Maurice and Mary Griffiths do covenant that they will at the next Great Session to be held in the Court of Glam. or some other Great Session for the county acknowledge and levy in due form of law before His Majesty's Justices of the said Court of Great Session one or more fine or fines sur conizance de droit come ceo etc. to be recorded and proclaimed according to the form of statute to T. Barnes declared and agreed between the parties that as well as the final fines to be levied, they will also at every other fine or fines in the law already had made, done, acknowledged, suffered or executed between the parties that the property shall only be used for T. Barnes provided always this is on the express condition that if the said M. Griffiths, his heirs, executors or administrators shall pay T. Barnes £200 with interest at the rate of 5% on 27 January next without deduction then this indenture shall cease and be void and the property shall remain and the fine shall enure to the use of such person as the said M. Griffiths by any deed or deeds or will directs, limit, declare or appoint with provision in want of such direction.

[Sgn. Maurice Griffiths, Mary Griffiths; wtn. E. Bassett, Llantwit Major, solicitor, William Handee, Boverton, farmer]



With receipt for the payment of £200 signed by Maurice Griffiths and witnessed in the same manner.

Receipt of 27 January 1837 for the interest due, signed T. Barnes.

[1 membrane]

D/D KHE/?

18 April 1829.

Before Nathaniel Gooding Clarke and Robert Matthew Cassers, Esqs., justices.

Between Thomas Barnes, plaintiff and M. and M. Griffiths, defendants of two messuages, two cottages, two malthouses, two smith's shops and two gardens in the p. of Llanbleddian in Glamorgan by which M. & M. Griffiths acknowledged the property to the right of Thomas Barnes and his heirs (this is a fine, work out how best to deal with this. Look at some earlier booklets about deeds if I can find them).

D/D KHE/?

20 May 1833.

Will of M. Griffiths of Aberthin, maltster.

Bequests to Mary Griffiths and his friend William Harde of Boverton, farmer all that freehold dwellinghouse, garden, malthouse, blacksmith's shop, outbuildings and all appurtenances belonging situate in Aberthin and two customary held cottages and gardens situate in Penylan, Llanbleddian in trust for his wife and his children Maurice, John, Ann, Mary, Elizabeth, Rachel and Sarah Griffiths until his youngest son attains the age of 15, when it was his further will and desire that the freehold and customary held property be sold and the net proceeds be divided, one third to his wife and the remaining two thirds to his children then living share and share alike but so that if John should die before he attained the age of 16, then the property be sold when the youngest of his surviving children shall arrive at the age of 15.

Secondly, he gave and bequeathed to his son Maurice his silver watch and best suit of clothes when he is 16 years old.

Thirdly, he gave and bequeathed unto his daughter Ann the book called Bloomfield's Life of Christ.

Lastly, he gave to his wife and William Harde in trust for the maintenance, use and benefit of her and his children all his stock in trade, household furniture, money and other personal property of which he died possessed and appointed them his executors.

Signed and witnessed by Thomas Lloyd, William Roberts and Watkin Lloyd.

5 August 1842.

Probate of the Will granted out of the Probate Court at Llandaff to the executors name in the Will.

D/D KHE/?

10 February 1852.

Release of equity of redemption.

Mary Griffiths to Thomas Barnes.

Recites:

Indentures of lease and release of 26 and 27 January 1829.

Will of M. Griffiths/<sup>in</sup> death and grant of probate.

£200 had not been paid on the due date so that the estate's/Thomas Barnes had become absolute redeemable in equity.

Then due and owing under the mortgage and upon promissory notes of the said M. Griffiths the sum of £355 and upwards.

The youngest son of M. Griffiths had attained the age of 16 years some time ago.

~~The said~~ William Hardy had gone to America so that his concurrence could not be obtained.

The said M. Griffiths in compliance with the directions contained in the Will had offered the property for sale by public auction when the sum of £310 was bid <sup>and</sup> that the property was bought in for the use of the vendor.

The said Thomas Barnes had contracted with Mary Griffiths for ~~the~~ purchase of the heridatments for the sum of £355 due and owing ~~as aforesaid~~.

It was witnessed consideration of £355 conveyance of equity of redemption to Thomas Barnes of:

(S) ALL that said proviso or agreement for the redemption of the several messuages, malthouse, smith's, forge and other property in the mortgage to the end and intent that T. Barnes and his heirs should hold and enjoy the same for their own use.

[Sgn. Mary Griffiths, the mark of Thomas Barnes; wtn. E. Bassett, solicitor, Llanwit Major with receipt for the sum of £355 given and witnessed in the same way]

[Remember that may need to include some form relating to the endorsement on this document which has been on other documents and can be dealt with next time round]

D/D KHE/?

3 April 1888.

Conveyance.

Alfred Marchant (The Younger) of 8 Alfred Place, King's Down, Bristol, Somerset, gentleman (1) and William Howell of Kenfig Hill, Bridgend, shopkeeper (2). [Recites:

(S) Amelia Jennings, late of Cowbridge, spinster was at the date of her will and from then onwards to the time of her death seised of property described free from encumbrances and by her will of 16 September 1882 gave and devised all real estate of which she

should be seised or entitled to at the time of her death to Alfred Marchant the younger upon trust to sell the same and to apply the proceeds of sale after payment of costs towards the payment of the legacies contained in the will and she appointed ~~the said~~ A. Marchant to be sole executor.

Amelia Jennings died on 19 February 1883 and her will was proved on 30 May 1883 by A. Marchant in the principal Probate Registry.

Pursuant to the Trust for this purpose contained in the will, A. Marchant has agreed to sell the property to William Howell.

Witnessed: consideration of £200 conveyance to William Howell:

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5

ALL that messuage or dwellinghouse with the outbuildings, garden and premises belonging and also a malthouse, yard, cottage and premises adjoining situate at Aberthin the p. of Llanbleddian and being formerly the property of Thomas Barnes of St. Athan, all of which property except the cottages were then in the occupation of Thomas Howells, with the cottage being in the occupation of [ ] David, widow and which property was formerly described as "All that ancient messuage or dwellinghouse and also all that new built messuage or dwellinghouse, malthouse and smith's forge in the occupation of Maurice Griffiths and William Evans.

[Sgn. A. Marchant Junior; wtn. Henry Pomeroy, clerk with Messrs Clifton & Co., solicitors, Bristol]

[ ? ]

D/D KHE/?

15 May 1888.

William Howell of Kenfig Hill, shopkeeper to Thomas Howell of Aberthin, brewer.

Consideration £200.

Conveyance of:

ALL that messuage or dwellinghouse with the outer buildings, garden and premises ~~there~~ belonging and also a brewery (formerly a malthouse), yard, cottage and premises adjoining situate at Aberthin [additional wording as in the previous document].

[Sgn. W. Howell; wtn. Thomas Rees, solicitor, Cowbridge]

[ ? ]

D/D KHE/?

16 May 1888.

Mortgage, Thomas Howell to Ann Howells of St. Athan, shopkeeper.

To secure an advance of £370 described as in previous document

Property of

[Sgn. T. Howell; wtn. E.W. Miles, solicitor, Cowbridge]

With receipts for further payments signed by Thomas Howell, endorsed.

9 February 1889 £3.15.0.

23 February 1889 £4.0.0.

23 March 1889 £4.0.0.

29<sup>th</sup> day of March 1889 £3.10.0.

10 April 1889 £5.0.0.

25 April 1889. £9.15.0.

Memo on backsheet for repayments of parts of the principal sum, as follows:

£50 by Thomas Howell, 17 July 1890.

£50 (part belonging to Daniel Jenkins, Ruthin) 16 August 1892.

[1 document]

D/D KHE/?

18 August 1896.

Conveyance.

Thomas Howell, formerly of Aberthin, afterwards of The Porth Hotel, Porth and then of the Royal Hotel, Mardy, hotel proprietor to Margaret Thomas of the Cowbridge Arms Inn, Cowbridge, widow.

Recites:

Mortgage of 16 May 1888 [D/D KHE/?].

£300, part of the £400 secured still remained due and owing to Daniel Jenkins and Ebenezer William Miles, the trustees of the will of Ann Howells, but all interest had been paid.

Agreement for sale subject to the payment of the principal sum of £300 and to a lease.

Consideration of £15 conveyance to M. Thomas :

ALL that messuage or dwellinghouse, the outbuildings, gardens and premises thereto belonging and also a brewery (formerly a malthouse), yard, cottage and premises thereto adjoining situate at Aberthin the p. of Llanbleddian and being formerly the property of the late Thomas Barnes of St. Athan and all of which except the said cottage were then in the occupation of David Jenkins, brewer and which were formerly described as all that ancient messuage or dwellinghouse and also all that new built dwellinghouse, malthouse and smith's forge in the occupation of Maurice Griffiths and William Evans.

TO HOLD subject to the mortgage and the sum of £300 and also subject to a lease to David Jenkins dated 7 Aug. 1889 of the whole of the premises for the term of 14 years, (with power to extend the term to 21 years) from 7 Aug. 1889.

Covenant by M. Thomas with Thomas Howells to pay the principal sum secured by the mortgage and to indemnify and to observe and perform the lessor's covenants in the lease.

[Sgn. Thomas Howell and Margaret Thomas; wtn. E.W. Miles,  
solicitor, Cowbridge]

[1 document]

D/D KHE/?

28 September 1905.

Conveyance.

Daniel Jenkins of Ruthin, Pencoed, farmer and Ebenezer William Miles of Cowbridge, Solicitor (1) David Thomas of The Nantymoel Hotel, Nantymoel, Ogmere Valley, innkeeper and William Watkin Thomas of The Cowbridge Arms Inn, Cowbridge (innkeeper) (2) and Mary Thomas of The Nantymoel Hotel, the wife of David Thomas (3).

Recites:

- (a) Mortgage 16 May 1888 Thomas Howell to Ann Howells.
- (b) Indenture of 18 August 1896 T. Howell to Margaret Thomas subject to the mortgage for the sum of £300 then due to Daniel Jenkins and Ebenezer Miles as the executors and trustees of the Will of Ann Howells which had been proved in the Principal Registry on 21 December 1891 Margaret Thomas covenanting to pay the sum of £300.
- (c) M. Thomas died on 22 May 1900, having made her Will 10 May 1900 in which she divided the property subject to the mortgage between her two sons David and William upon the trusts mentioned and which Will was proved in the Principal Registry on 12 September 1900 by D. and W.W. Thomas.
- (d) D. Jenkins and E.W. Miles had given notice requiring payment of the sum of £300 which had long expired.
- (e) Property described had been offered for sale by public auction at The Duke of Wellington Inn by Mr John David, auctioneer on 6 June 1905 and to several persons privately but no sale could be effected.
- (f) In order to avoid the cost of proceedings by the mortgagees for payment of the said sum of £300 (which the said D. Jenkins and E. Williams Miles have threatened), the said D.T. and W.W. Thomas had agreed to sell the property to Mary Thomas at the price of £220 and had arranged to pay the balance of the £300 out of the estate out of the late Margaret Thomas.

Witnessed:

Consideration £220 paid to D. Jenkins and E.W. Miles (by direction of D. Thomas and W.W. Thomas) by the said M. Thomas and receipt acknowledged.

Conveyance to Mary Thomas of

ALL That messuage or dwellinghouse with the outbuildings, gardens, stable and premises belonging (one of such outbuildings having been used as a brewery formerly a malthouse) yard and premises adjoining situate at Aberthin in the p. of Llanbleddian being formerly the property of Thomas Barnes of St. Athan and which property was then vested and in the occupation of John Fitzgerald as tenant the brewery being unoccupied and disused.

[Sgn. Daniel Jenkins and E.W. Miles, D. Thomas, W.W. Thomas; wtn. T.H. Rowles, clerk to E.W. Miles, solicitor, Cowbridge].

21 January 1915.

Conveyance by way of gift (endorsed).

Mary Thomas (1) / David Thomas of The Nantymoel Hotel, Nantymoel, hotel proprietor (2).

All those three messuages or dwellinghouses and premises situate in the village of Aburthin in the parish of Llanbleddian in the county of Glamorgan, known as "Bryn-y-Blodan", "Bryn-wlyn" and "Bryn-Glas" together with the gardens adjoining and the stable erected on part, which said premises had a frontage to the main road leading from Cowbridge to Aberthin and which were formerly described as [as in the deed of 28 September 1905 see D/D KHE/?].

[Sgn. M. Thomas; wtn. Daniel Howell, Commercial Street, Nantymoel, newsagent].

Memoranda endorsed:

(a) Conveyance 3 June 1920.

D. Thomas to Owen Williams of Crossways, near Cowbridge of all the messuages, lands, heraditaments and premises described in the two within written indentures excepting only the stable at the south western corner.

(b) Conveyance 23 November 1921.

D. Thomas to Elizabeth Moody of Aberthin of piece or parcel of land with a stable or shed thereon, being part of the heraditaments comprised in the indenture, in fee simple, the deed containing an acknowledgement and to the right of the said Moody to production and delivery of the deeds and an undertaking for safe custody.

E.H. Miles, solicitor, Cowbridge.

[Although it would appear from these memoranda that Mr Thomas parted with all the property, clearly he had not as he did not hand over the deeds.

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Aberthin  
~~6 May 2006~~

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