

Gibb Price & Fisher, Solicitors, Abergavenny, Mon

This

DEED OF RELEASE

is made the Thirty-first
day of December One thousand

nine hundred and fifty five BETWEEN RICHARD SIDNEY BOWKETT of
Penyworld Llanfoist near Abergavenny in the County of Monmouth Farmer and
AMY KATHLEEN BOWKETT his Wife of the same address (hereinafter called
"the First Donors") of the first part CHARLES FREDERICK RICHARD PRICE
of Nevill Street Abergavenny aforesaid Builder (hereinafter called "the
Second Donor") of the second part CLARENCE EDWIN FRANK SALTER of
Heatherdale May Hill in the Borough and County of Monmouth formerly of
Frondeg, Holywell Road Abergavenny aforesaid School Teacher and the said
AMY KATHLEEN BOWKETT (hereinafter called "the Third Donors") of the
third part NATIONAL PROVINCIAL BANK LIMITED whose Registered Office
is situate at 15, Bishopsgate in the City of London (hereinafter called
"the Bank") of the fourth part THE MAYOR ALDERMEN AND BURGESSES of
the BOROUGH OF ABERGAVENNY aforesaid and the ABERGAVENNY RURAL PARISH
COUNCIL acting by the ABERGAVENNY BURIAL ACTS JOINT COMMITTEE as the
Burial Authority (hereinafter called "the Donees") of the fifth part



9
cm

WHEREAS :

(1) By a Conveyance dated the Twenty ninth day of September One thousand
eight hundred and ninety one and made between William Henry Wheeley of
the one part and the Burial Board for the Parish of Abergavenny of the
other part the property shown edged red on the Plan attached hereto was
conveyed unto the said Burial Board in fee simple and the said Burial
Board entered (inter alia) into a certain covenant for the benefit of the
said William Henry Wheeley his heirs and assigns owner and owners for the
time being of the property or estate called Penyworld Llanfoist aforesaid
or any part or parts thereof a copy of which Covenant is set forth in the
First Schedule hereto.

(2) By a Conveyance dated the Eighth day of December One thousand nine
hundred and thirty nine and made between Ewan Gibson Davies of the one
part and Samuel Salter of the other part the land and premises known as
Penyworld Llanfoist aforesaid were conveyed to the said Samuel Salter
for an estate in fee simple.

(3) By a Conveyance dated the Fourteenth day of December One thousand
nine hundred and fifty one and made between the said Samuel Salter of the
one part and the Second Donor of the other part two Enclosures formerly
part of Penyworld aforesaid Together with the Cottages erected thereon
known as Penyworld Cottages were conveyed to the Second Donor for an

(4) By a Deed of Gift dated the Fourteenth day of June One thousand nine hundred and fifty three and made between the said Samuel Salter of the one part and the First Donors of the other part the said land and premises known as Penyworlod aforesaid (but not including the said property conveyed to the Second Donor) Except and Reserving to the said Samuel Salter the half bed or soil of the River Usk where the same adjoins the said property known as Penyworlod and the exclusive right of fishing in the said River and various other rights were conveyed to the First Donors in fee simple together with and subject to the rights therein mentioned.

(5) The said Samuel Salter died on the Twenty fifth day of July One thousand nine hundred and fifty three having by his Will dated the Fifteenth day of May One thousand nine hundred and fifty three appointed the Third Donors to be Executors thereof who proved the same on the Eighth day of January One thousand nine hundred and fifty four in the Principal Probate Registry.

(6) By a Mortgage dated the Fifth day of August One thousand nine hundred and fifty four and made between the First Donors of the one part and the Bank of the other part the said property known as Penyworlod and comprised in the hereinbefore recited Deed of Gift dated the Fourteenth day of June One thousand nine hundred and fifty three was charged to the Bank to secure the moneys therein mentioned.

(7) The property and the powers and liabilities formerly belonging to the said Burial Board for the Parish of Abergavenny are now vested by statute in the Donees.

NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the covenants on the part of the Donees hereinafter contained the First Donors the Second Donor the Third Donors and the Bank hereby release and for ever discharge the Donees from the obligations of the said covenant set forth in the First Schedule hereto so far as the same affects the South side of the road coloured Brown on the said plan between the points marked "B - X" thereon and from all actions proceedings claims and demands for or on account of the said covenant so far as aforesaid.

2. The Donees for themselves and their successors in title owners or occupiers for the time being of the land used as a Cemetery situate on the South side of the said road coloured brown on the said plan or any part or parts thereof and including any future extension to such cemetery hereby covenant with the parties hereto of the first three parts and

their successors in title owners or occupiers for the time being of the

part or parts thereof that the Donees will at all times hereafter maintain in good repair the said road coloured brown on the said plan between the point marked "A" on the said Plan and the position of the new entrance to be made to the said Cemetery by the Donees in pursuance of the release of the said covenant which new entrance is to be placed at the point marked "X" on the said plan and that the Donees will also at all times hereafter maintain good and sufficient stock proof fences hedges or walls on the South and North sides of the said road between the points marked "A - X" on the said plan.

3. The Donees also covenant to pay all legal charges and disbursements arising in connection with the preparation of this Deed in duplicate.

4. The Bank hereby acknowledges the right of the Donees to production of the said Deed of Gift dated the Fourteenth day of June One thousand nine hundred and fifty three and the said Mortgage dated the Fifth day of August One thousand nine hundred and fifty four and to delivery of copies thereof.

5. The First Donors as to the documents mentioned in Clause 4 hereof covenant with the Donees that as and when either of the said documents shall come into possession of the First Donors or their successors in title they will when requested and at the cost of the Donees or their successors in title execute a statutory acknowledgment for production and undertaking for the safe custody of such documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents will keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident.

6. The Second Donor hereby acknowledges the right of the Donees to production of the said Conveyance dated the Fourteenth day of December One thousand nine hundred and fifty one and to delivery of copies thereof and undertakes with the Donees for the safe custody of the same.

7. The Third Donors hereby acknowledge the right of the Donees to production of the documents specified in the Second Schedule hereto and to delivery of copies of the same.

IN WITNESS whereof the First Donors the Second Donor and the Third Donors have hereunto set their hands and seals and the Bank and the Donees have caused their Common Seals to be hereunto affixed the day and year first before written.

THE FIRST SCHEDULE referred to

"And further that the said Burial Board their successors or assigns shall

Release to the governing Council.

THE FIRST SCHEDULE (Continued)

"conveyed (being hereditaments purchased by the said Burial Board from Mr. Charles Knight for the purpose of being made into a Cemetery) or to any "future extension of such Cemetery from the said roadway at any point west "of the said point marked "B" on the said Plan."

The "said roadway" referred to in this Schedule is shown coloured brown on the Plan attached hereto and the said point marked "B" also referred to is shown marked "B" on the said plan attached hereto.

THE SECOND SCHEDULE referred to

- 1937 June 24. CONVEYANCE Harmer James Miers (1) Ewan Gibson Davies (2).
- 1939 December 8. CONVEYANCE Ewan Gibson Davies (1) Samuel Salter (2).
- 1954 January 8. PROBATE of the Will of Samuel Salter.

SIGNED SEaled and DELIVERED by the said Richard Sidney Bowkett in the presence of :-

R. S. Bowkett

Miers
Address
W. Murray
Post. Masters P.O.
MANFOSI

SIGNED SEaled and DELIVERED by the said Amy Kathleen Bowkett in the presence of :-

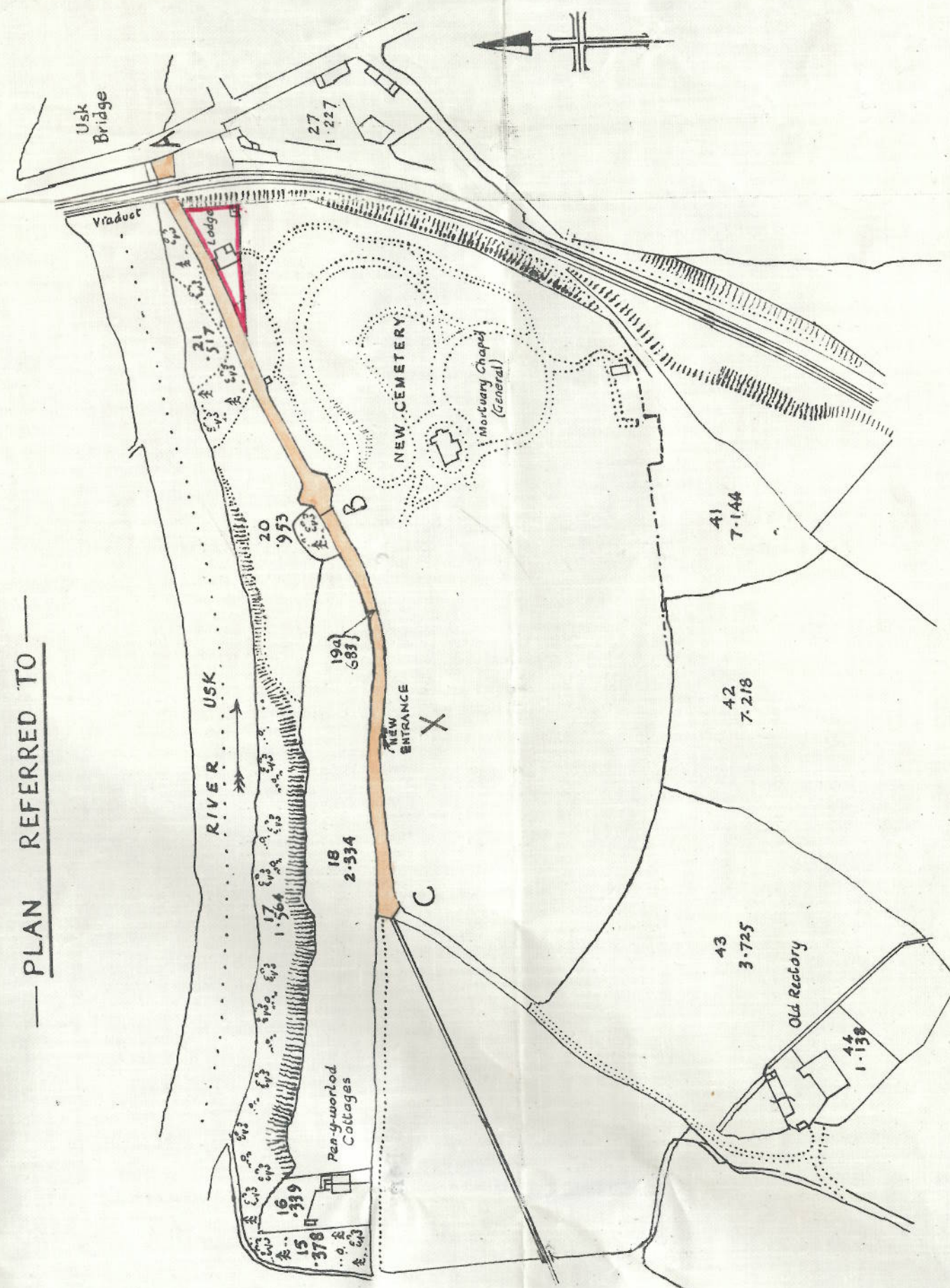
Amy Kathleen Bowkett

Miers
Address
W. Murray
Post. Masters P.O.
MANFOSI

SIGNED SEaled and DELIVERED by the said Charles Frederick Richard Price in the presence of :-



— PLAN REFERRED TO —



SCALE : 1/2500

Produced from the Ordnance Survey Map with the
permission of the Controller of H.M. Stationery Office,