

THIS CONVEYANCE is made the First  
day of December One thousand nine hundred and  
sixty one BETWEEN THE HONOURABLE JOHN  
EDWARD SOUTHWELL RUSSELL of The Plas Tan-y-Bwlch  
Vale of Ffestiniog in the County of Merioneth (hereinafter called "the Vendor") of the first part QUINTIN  
VINCENT HOARE of 37 Fleet Street in the City of  
London Banker and SIMON JAMES MOSLEY of 28 Lincolns  
Inn Fields in the County of London Solicitor (hereinafter called "the Trustees") of the second part and  
THE MINISTER OF TRANSPORT (hereinafter called "the  
Purchaser") of the third part

WHEREAS the Vendor is the estate owner  
in respect of the fee simple absolute in possession  
of the property described in the First Schedule  
hereto and hereinafter called "the said land"

AND WHEREAS the said land is settled land  
within the meaning of the Settled Land Act 1925  
(hereinafter referred to as "the Settled Land Act")  
and the legal estate therein has by an appropriate  
vesting instrument been duly vested in the Vendor in  
fee simple upon the trusts of the settlement affecting  
the same and referred to in such vesting instrument  
and accordingly the Vendor has and can exercise over  
the said land the powers of a tenant for life under  
the Settled Land Act

AND WHEREAS the Trustees are the trustees  
of the said settlement for the purposes of the  
Settled Land Act as is stated by a Deed of Declaration  
dated the Tenth day of October One thousand nine  
hundred and sixty and a memorandum of the names and  
addresses of the Trustees is endorsed on or annexed  
to the said vesting instrument

AND WHEREAS the Purchaser is authorised by  
the Highways Act 1959 to acquire the said land and  
has agreed with the Vendor for the purchase of the  
fee simple of the said land free from incumbrances  
for the sum of Five hundred and eighty four pounds  
and in consideration of the covenant on the part of  
the Purchaser hereinafter contained

NOW in pursuance of the said agreement and  
in consideration of the sum of FIVE HUNDRED AND  
EIGHTY FOUR POUNDS now paid by the Purchaser by the  
direction of the Vendor to the Trustees as such  
Trustees as aforesaid (the receipt of which sum the  
Trustees hereby acknowledge and the payment whereof  
in manner aforesaid the Vendor hereby acknowledges)  
and of the covenant on the part of the Purchaser  
hereinafter contained THIS CONVEYANCE WITNESSETH  
as follows :-

1. THE Vendor as trustee by virtue of the powers  
vested in him by the Settled Land Act and of any  
other power enabling him hereby conveys unto the  
Purchaser ALL the said land TO HOLD the same unto  
the Purchaser in fee simple
2. THE Purchaser hereby covenants with the Vendor



that if and so far as the works specified in the Second Schedule hereto have not already been carried out he will after he shall have commenced any operations of road construction or road improvement on the said land carry out to the reasonable satisfaction of the Vendor such works for the accommodation of the adjoining land of the Vendor PROVIDED that such accommodation works (other than temporary fencing) shall from the date hereof or from the date of the completion thereof whichever is the later become the property of the Vendor and the Purchaser shall not be liable to maintain the same

3. THE Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Third Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof
4. THE Purchaser hereby certifies that any stamp duty which but for the provisions of Section 248 of the Highways Act 1959 would be payable on this Deed would be payable as an expense incurred by him under that Act and stamp duty is therefore not payable

I N W I T N E S S whereof the Vendor and the Trustees have hereunto set their hands and seals and the Purchaser has caused his Official Seal to be hereunto affixed the day and year first before written

#### THE FIRST SCHEDULE

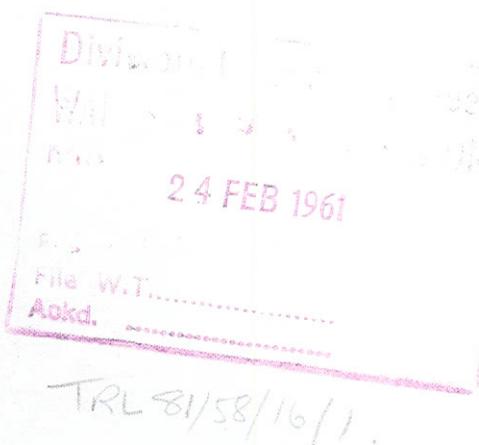
ALL THOSE pieces of land containing 17,403 square yards or thereabouts situate in the Parish of Ffestiniog in the County of Merioneth and delineated and coloured pink on the plan numbered 81/156 - Ll annexed hereto and thereon numbered 4 5 6 6a 7 8 9 10 11 12 13 14 and 15

#### THE SECOND SCHEDULE

##### Accommodation Works to be carried out on Vendor's adjoining land Plot 4

- (a) Provide and erect a wooden post and wire fence on the new boundary line with new gates to replace existing gates (except that the gate into Ordnance Survey 1946 is not to be replaced) regrading access as necessary
- (b) Dig a ditch on the Vendor's remaining land at the whole of this plot except where the ground is above flood level
- (c) The existing catch-pit to be reconstructed on land remaining in the ownership of the Vendor
- (d) A short stretch of the parallel ditches between Ordnance Survey 1945 and 1946 near the road boundary





to be culverted and filled to provide an access into  
Ordnance Survey 1946

(e) The area of hardstanding in Ordnance Survey 1942  
(where the farm tenant kept his haystack and which  
will be reduced by about one-half as a result of the  
road widening) to be extended to make good this loss  
with suitably graded ramp down from highway

(f) Regrade access from highway into Ordnance Survey  
1944 and provide a short length of fencing to prevent  
sheep getting round to the precipitous embankment  
below the trunk road at Pentrwyngarnedd corner

(g) Connect outlet from road drain to existing field  
drain in field 1946

(h) Provide stone baffles at the outfalls of those  
road drains where the flow of water is causing  
scouring

#### Plot 5

Provide and erect a wooden post and wire fence  
on the new line with new gate to replace existing

#### Plots 6 and 6a

(a) Erect a random rubble masonry wall 3 feet above  
garden level on the new south-eastern boundary with  
a wooden handgate for access and provide and erect  
a wooden post and wire fence to the south west  
boundary

(b) Re-site the existing earth-closet

(c) Provide an alternative footpath from the house  
to the rock at the back of the house

(d) Provide a small area of hardstanding on land  
remaining in the ownership of the Vendor to provide  
a rough foundation on which the Estate can construct  
a base for a new garage to replace the garage which  
will be demolished and provide a new gate in the  
boundary at this point for access to the garage site

#### Plot 8

(a) Erect a random rubble masonry wall 3 feet above  
garden level

(b) Resite existing earth-closet

#### Plot 11

(a) New fence as for Plot 5 together with sufficient  
extra posts and wire to form a sheep-pen in lieu of  
the existing sheep-pen

(b) To make good the water-main to Laundry Cottage  
if this is disturbed

#### Plot 13

New fence as for Plot 5



Plot 14

New fence as for Plot 5 together with new gate  
regarding access as necessary

Plot 15

(a) New fence and gate as for Plot 14 centre  
section of the fence to be raised to 6 feet in  
height in addition to erect 60 lineal yards of  
revetment wall in random rubble masonry

(b) To reinstate the well if this is damaged

THE THIRD SCHEDULE

Documents retained by the Vendor

4th September 1915	CONVEYANCE	Edward de Clifford William Oakeley (1) Alfred Hoare (2) Lewin Charles Cholmeley and Arthur Francis Forster (3) Margaret Ethel Inge (4)
1st March 1960	VESTING ASSENT	Sir William Montgomerie Thomson and Dame Mai Thomson (1) the Vendor (2) the said Mary Caroline Inge and Quintin Vincent Hoare (3)
10th October 1960	DEED OF DECLARATION	The said Mary Caroline Inge (1) the said Quintin Vincent Hoare (2) the said Simon James Mosley (3)

SIGNED SEALED AND DELIVERED by  
the said JOHN EDWARD SOUTHWELL }  
RUSSELL in the presence of :- }

G. E. Southwell

J. E. Southwell

SIGNED SEALED AND DELIVERED by  
the said QUINTIN VINCENT HOARE }  
in the presence of :- }

Q. V. Hoare

Witness A. J. Clegg  
Name 37 Fleet Street London  
Address Dept. of Messrs. Clegg & Co.

W. H. Smith

London

W. H. Smith

SIGNED SEALED AND DELIVERED by)  
the said SIMON JAMES MOSLEY in )  
the presence of :- )

W. H. Smith

Solicitors

THE OFFICIAL SEAL of THE  
MINISTER OF TRANSPORT  
authenticated by )

J. K. Fleming

A Senior Executive Officer  
Ministry of Transport  
Authorised by the Minister



