

1825

# This Indenture

made the Fifteenth  
day of August One

thousand nine hundred and twenty two Between The Most  
Honourable John Marquis of Bute and Earl of Dumfries

(hereinafter called "the Marquis") of the one part and The Lord  
Mayer, Aldermen and Citizens of the City of Cardiff (hereinafter

called "the Corporation") of the other part Whereas  
before and at the date of the execution of the Indenture next herein

after recited the Marquis was seized for an estate of inheritance  
in fee simple of the hereditaments hereinafter described and expressed

to be hereby granted subject as hereinafter mentioned And whereas

by an Indenture (hereinafter called "the Portions Deed") dated the

fourth day of July One thousand nine hundred and five and

made between the Marquis of the first part the Most Honourable

Augusta Marchioness of Bute (then and therein described as Augusta

Mary Monica Bellingham Spinster) of the second part and Patrick

James Crichton Stuart Henry Edmund Talbot and the Right Honourable

Jenico Edward Joseph Viscount Gormanston (then and therein

described as the Honourable Jenico Edward Joseph Preston) of the third

part (being an Indenture executed in contemplation of the marriage

then intended and shortly afterwards solemnized between the

Marquis and the said Marchioness of Bute) the Marquis charged

certain hereditaments situate or arising in the County of Glamorgan

which included the premises hereinafter described and expressed to be

hereby granted (subject to certain mortgages which did not and

do not affect the premises hereinafter described and expressed to be

hereby granted and subject together with other hereditaments

of considerable value to a jointure and charge of Two thousand pounds

in favour of the Most Honourable Gwendolen Dewager Marchioness of

Bute and to a sum of Forty thousand pounds charged thereon for the

portions of the younger children of the Most Honourable John Patrick

Crichton Stuart the late Marquis of Bute, under or by virtue of his

Marriage Settlement dated the fifteenth day of April One thousand

eight hundred and seventy two or powers therein contained and

to any Estate Duties which might then affect or be payable in

respect of the said hereditaments) with the payment of the principal

sums and interest and other moneys therein after directed to be raised

under the trusts of the term of eight hundred years hereinafter

limited And the Marquis thereby demised all the premises therein

before expressed to be thereby charged subject as aforesaid to the said

Patrick James Crichton Stuart Henry Edmund Talbot and Viscount

Gormanston for the term of eight hundred years to commence from

the death of the Marquis without impeachment of waste (determinable

as hereinafter mentioned) upon certain trusts for raising portions

with interest thereon for and money for advancement maintenance

and education of such child children or issue of the said then

intended marriage as therein mentioned And it was hereby



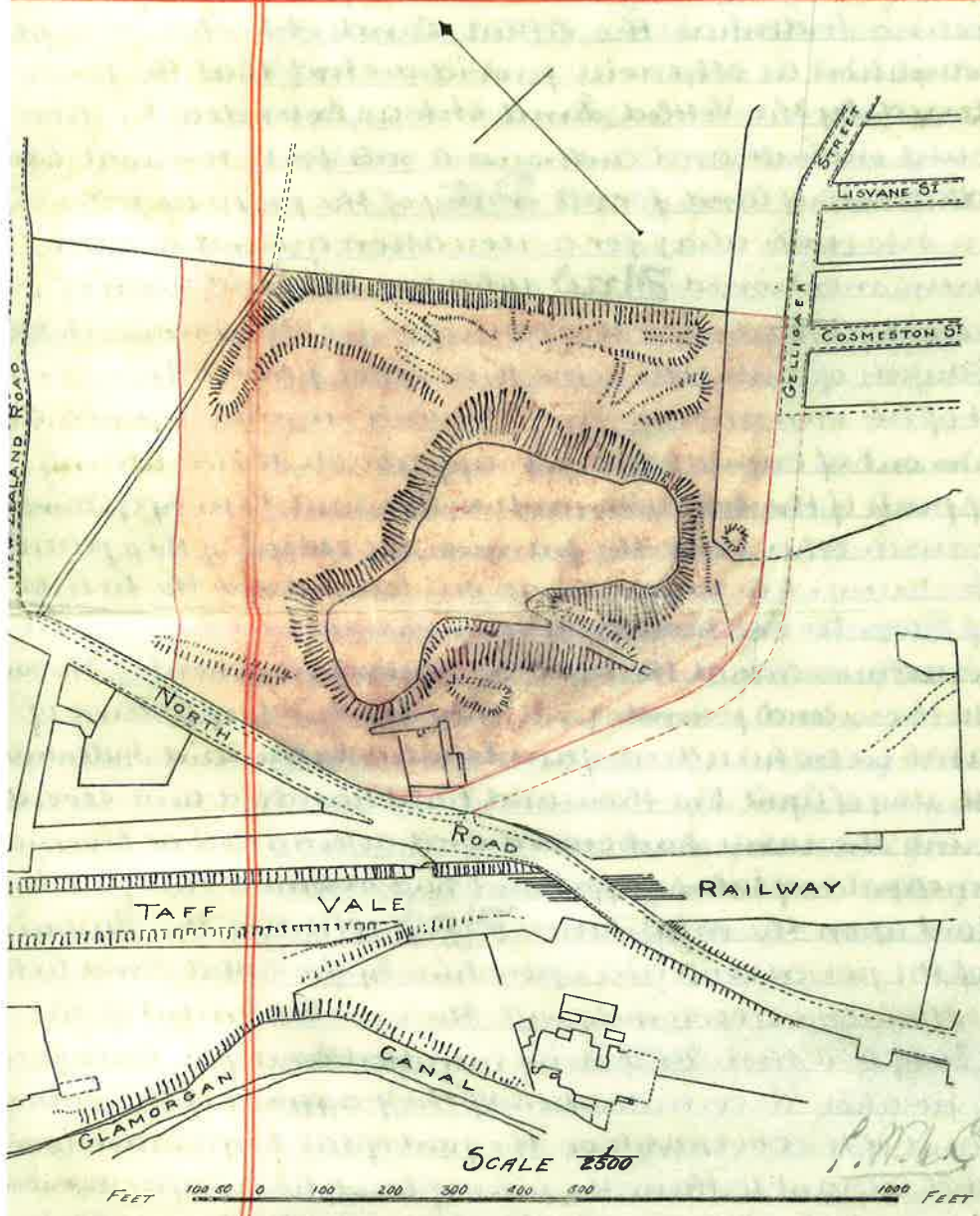


agreed and declared that in case at any time or times after the solemnization of the said then intended marriage the Marquis his heirs or assigns should be desirous of selling mortgaging exchanging or otherwise disposing of any part of the freehold hereditaments in the said County of Glamorgan hereinbefore charged with the said portions interest and other moneys he or they should be at liberty to sell mortgage exchange or otherwise dispose of any part of the said hereditaments to any purchaser mortgagee or other person or Company freed and absolutely discharged from the said charge of portions interest and other money (hereinafter and hereinafter sometimes referred to as "the portions charge") and the said term of Eight hundred years thereby limited for raising the same and the trusts thereof provided that without taking into account the property to be included in such sale mortgage exchange or other disposition by the Marquis his heirs or assigns property of the net value of at least three hundred thousand pounds after deducting all prior charges or burdens affecting the same should remain subject to the portions charge And that in such event and upon such declaration in writing being made and signed as hereinafter mentioned the portions charge and the said term of Eight hundred years (if then subsisting) and all the trusts and purposes thereby declared thereof should (but subject and without prejudice to any mortgage or other disposition which might have been actually made by virtue of such trusts) so far as respected the hereditaments mentioned in the said declaration as intended to be sold mortgaged or otherwise disposed of by the Marquis his heirs or assigns and which should in fact be so sold mortgaged or disposed of by him or them absolutely and for all purposes cease and determine And it was thereby agreed and declared that a Declaration in writing purporting to be signed by the principal Agent for the time being of the Marquis his heirs or assigns acting in the management of his or their estates in the County of Glamorgan to the effect that property of the value of at least three hundred thousand pounds would remain subject to the portions charge without taking into account the property mentioned in the said declaration as intended to be sold mortgaged exchanged or otherwise disposed of by the Marquis his heirs or assigns should effectually exonerate and protect any purchaser mortgagee or other person or Company deriving title under any such sale mortgage or other disposition by the Marquis his heirs or assigns or such cesser of the portions charge and term and the trusts thereof notwithstanding any actual deficiency in value of the hereditaments and property remaining subject to the portions charge and should for all purposes be conclusive evidence and give effect to such cesser and determination with respect to the hereditaments and property so sold mortgaged or otherwise disposed of as aforesaid and that it should not be necessary for such purchaser mortgagee or other person or Company to require any evidence that the person signing such declaration was such principal Agent for the time being as aforesaid. Also whereas by an Indenture dated the fifth day of July One thousand nine hundred



and five and made between the Marquis of the first part the said Marchioness of Bute of the second part and the Honourable Edmund Bernard Talbot (commonly called Lord Edmund Bernard Talbot) and Archibald Robert Craufurd Pitman of the third part (being a Settlement made in consideration of the marriage then intended and shortly afterwards solemnized between the Marquis and the said Marchioness) the premises hereinafter described and expressed to be hereby granted and divers other hereditaments situated in the said County of Glamorgan were limited and settled subject as to such parts thereof as were subject thereto or affected thereby to the said

Mortgages and to the said jointure and charge of two thousand pounds of the said Dowager Marchioness of Bute and the portions charged as aforesaid for the younger children of the said most Honourable John Patrick Crichton Stuart late Marquis of Bute by the said Settlement of the fifteenth day of April One thousand eight hundred and seventy two to the use from and after the solemnization of the said then intended marriage that the several powers therein after expressed to be thereby given to the Marquis and to the several other persons thereby respectively made tenants for life and to persons having the powers of a knight for life and to the Trustees or Trustee for the time being of the Indenture now in recital during minorities might be effectually exercised and have full effect and operation and subject as aforesaid to



the use of the Marquis and his assigns during his life with divers remainders over And that the tenant for life might by deed from time to time appoint any person or persons to be his Attorney or Attorneys and in his name and as his act and deed to sign seal and deliver any deed agreement or other instrument for entering into any Contract authorised under the powers thereby or by the Settled Land Acts conferred or for giving effect to any transactions so authorised or for giving any consent or direction or doing any other act or thing which under the Settled Land Acts or those presents was required or authorised to be done by the tenant for life and the production of the Power of Attorney by



the Donee thereof should in favour of any purchaser be sufficient evidence that such Power was valid and unrevoked And it was thereby declared that the Trustees and the survivors and survivor of them or other the Trustees or Trustee for the time being thereof were thereby appointed to be Trustees or Trustee for the purposes of the Settled Land Acts 1882 to 1890 And it was thereby also declared that notwithstanding any restriction contained in the Settled Land Acts certain powers additional to or larger than those conferred by those Acts were thereby conferred on a tenant for life of the premises thereby settled. And that for the purposes of the now reciting Indenture the Settled Land Acts should apply with such variation as otherwise provided And that the power of Sale conferred by the Settled Land Acts as extended by those presents should include and authorise a sale for a nominal consideration or otherwise of land for all or any of the purposes following namely As a site (inter alia) for a recreation ground or open space as therein mentioned And whereas the said sum of Forty thousand pounds for the portions for the younger children of the late Marquis of Bute was some time since paid to them by the Marquis out of his own moneys and the said sum was afterwards repaid to him out of capital moneys applicable thereto arising from sales of parts of the hereditaments in the said County of Glamorgan charged therewith other than the premises the subject of these presents And by an Instrument in writing under his hand dated the twentieth day of December One thousand nine hundred and seventeen the Marquis acknowledged that he had received payment of the said sum of Forty thousand pounds and that the trusts of a term of One thousand seven hundred years limited by the said Indenture of the fifteenth day of April One thousand eight hundred and seventy two for securing the same had ceased and determined or become satisfied or incapable of taking effect and had become a satisfied term and attendant upon the inheritance And whereas the Marquis in exercise of the powers conferred upon him by the Settled Land Act 1882 to 1890 either alone or conjointly with the said Settlement of the fifth day of July One thousand nine hundred and five has agreed with the Corporation in consideration of the payment of the sum of One pound and of the covenants on the part of the Corporation herein after contained to grant to them the piece of land hereinafter described for the purpose of its being preserved kept and used only as a Park open space or recreation or play ground as hereinafter mentioned. And whereas by a Declaration in writing bearing even date herewith and signed by Edwin Wortley Montague Corbett the principal Agent acting in the management of the estates of the Marquis in the said County of Glamorgan pursuant to the provisions of the Portions Deed he declared that without taking into account the premises hereinafter described and intended to be hereby conveyed there would remain subject to the portions charge created by the Portions Deed property of the net value of at least three hundred thousand pounds after deducting all prior charges or burdens affecting the same. And whereas no



estate interest mortgage charge or other disposition has been conveyed or created in or upon the hereditaments hereinafter expressed to be hereby granted for securing money actually raised at the date of these presents under or by virtue of any of the powers or for any of the purposes of the Portions Act or the said Settlement of the fifth day of July One thousand nine hundred and five Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of One pound to the Marquis paid by the Corporation on or before the execution of these presents (the receipt whereof the Marquis doth hereby acknowledge) and of the covenants and provisions hereinafter contained on the part of the Corporation the Marquis as Beneficial Owner by virtue of the powers vested in him by the Settled Land Acts 1882 to 1890 and by the hereinbefore recited Indentures and of every or any other power enabling him in this behalf hereby grant and conveys unto the Corporation ALL that piece or parcel of land a portion of which is covered by water situate at Haindy in the City of Cardiff containing in the whole by admeasurement fifteen acres two roods and twenty three perches or thereabouts and which said piece or parcel of land is by way of identification and not of limitation delineated in the plan drawn hereon and thereon coloured pink excepting and reserving to the Marquis his successors in title and assigns as aforesaid the right and liberty at any time hereafter to erect and maintain on any lands of the Marquis his successors in title or assigns adjoining adjacent to or in the neighbourhood of the premises hereby granted any building or buildings of such height or extent as he or they may think fit And also excepting and reserving as aforesaid the access of light and air over the premises hereby granted to the existing windows or other openings in the building or buildings now or hereafter upon any land of the Marquis adjoining adjacent to or in the neighbourhood of the premises hereby granted to the same extent and in like manner as if such premises and the premises hereby granted had not at any time during the period of twenty years now last past been subject to any common ownership or common occupation and such access had been during that period enjoyed as of right without interruption To have and to hold all the said premises herein before described and expressed to be hereby granted subject to the exceptions and reservations aforesaid unto and to the use of the Corporation and the assigns of the Corporation freed and absolutely discharged from the said principal sum and interest charge of portions and other moneys created by the said Indenture of the fourth day of July One thousand nine hundred and five and the said term of eight hundred years hereby limited for raising the same and the trusts thereof for the purpose of being preserved kept and used only as a Park Open space or recreation or playground Provided always that so far as regards the reversion or remainder expectant on the life estate of the Marquis in the said premises hereinbefore expressed to be hereby granted and the title to and further assurance of the same after his decease the covenants on his part implied in these presents by reason of his being expressed to



Convey the premises as Beneficial Owner shall not be deemed to extend to the acts or default of any person other than and except himself and his own heirs and persons claiming or to claim through or in trust for him or them And the Corporation do hereby covenant with the Marquis his successors in title and assigns that the Corporation and the assigns of the Corporation will not use or occupy nor permit or suffer to be used or occupied the said premises hereby granted or any part thereof for any other purpose than that hereinbefore mentioned and shall not nor will erect or permit or suffer to be erected any building on the premises hereby granted other than the fence or wall hereinafter mentioned and other than buildings to be first approved of by the Marquis ancillary to the use and enjoyment of the said premises for the purposes aforesaid And also shall and will indemnify the Marquis his successors in title and assigns from and against all claims damages and costs by reason or in consequence of anything done committed or permitted upon the premises hereby granted. And also will forthwith erect and at all times hereafter maintain a sufficient and suitable fence or wall around the said premises hereby granted And the Marquis doth hereby covenant with the Corporation that he the Marquis his successors in title or his or their assigns will pay and discharge the said rent charge payable to the said Most Honourable Swendolen Dowager Marchioness of Bute as aforesaid so long as the same shall remain payable and will pay all Death Duties (if any) in respect of the said premises hereby granted which may become payable on the death of the said Dowager Marchioness of Bute and at all times hereafter will keep the Corporation and their assigns effectually indemnified from and against all actions proceedings costs charges expenses claims and demands whatso ever in respect of the said rent charge and duties or any part or parts thereof respectively And the Marquis hereby acknowledges the right of the Corporation to the production and delivery of copies of the Indenture of Settlement of the fifteenth day of April One thousand eight hundred and seventy two and the hereinbefore recited Indentures of the fourth and fifth days of July One thousand nine hundred and five and the said Instrument of the twenty ninth day of December One thousand nine hundred and seventeen And 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 hundred pounds In witness whereof the Marquis has hereunto set his hand and seal and the Corporation have caused their Common Seal to be hereunto affixed the day and year first before written.



enrolled in the Central Office of the Supreme Court of Judicature the eleventh day of November in the year of Our Lord 1921 (being first duly stamped) according to the tenor of the Statute made for that purpose.

Signed Sealed and Delivered by the  
 by named Marquis of Bute and Earl of Dumfries by William Lewis Harris his Attorney in the presence of \_\_\_\_\_

Bute  
 by William Lewis Harris  
 his Attorney



7039



The Most Honourable the Marquis of Bute.

No.

The Lord Mayor, Aldermen and Citizens of the City of Cardiff

Conveyance of

Freehold land situate at Herindry in the City of Cardiff



Handwritten signature in red ink

Cecil G. Brown  
Deputy Clerk

Registered in the books of the Land Commission for England and Wales pursuant to the provisions of section 6(2) of the Mortmain and Charitable Uses Act 1888 and section 1 of the Mortmain and Charitable Uses Act Amendment Act 1892 by order dated 20<sup>th</sup> October 1922 (Volume 11, page 73)

Charles F. Pritchard

MEMORANDUM: By conveyance dated the 17<sup>th</sup> day of November 1906 between the Lord Mayor, Aldermen and Citizens of the City of Cardiff of the one part (the Corporation) and Red and White Services Ltd. of the other part the Corporation conveyed to Red and White Services Ltd. for an estate in fee simple the piece of land containing 20 aq. 7 ds. or thereabouts forming part of Undermy Park in the City of Cardiff as the same is shown on the plan annexed hereto and thereunto referred to and acknowledged for production of the same in written conveyance and otherwise given.

This Indenture made the Fifteenth day of August One Thousand and Nine Hundred and Twenty Two **BETWEEN** the Most Honourable John Marquis of Bute and Earl of Dumfries (thereinafter called 'the Marquis') of the one part and the Lord Mayor Aldermen and Citizens of the City of Cardiff (thereinafter called 'the Corporation') of the other part **WHEREAS** before and at the date of the execution of the indenture next herein after recited the Marquis was seised for an estate of inheritance in fee simple of the hereditaments hereinafter described and expressed to be hereby granted subject as hereinafter mentioned **AND WHEREAS** by an indenture (hereinafter called 'the Portions Deed') dated the Fourth day of July One Thousand Nine Hundred and Five and made between the Marquis of the first part the Most Honourable Augusta Marchioness of Bute (then and therein described as Augusta Mary Monica Bellingham Spinster) of the second part and Patrick James Crichton Stuart Henry Edmund Talbot and the Right Honourable Jenico Edward Joseph Viscount Gormanston (then and therein described as the Honourable Jenico Edward Joseph Preston) of the third part (being an indenture executed in contemplation of the marriage then intended and shortly afterwards solemnized between the Marquis and the said Marchioness of Bute) the Marquis changed certain hereditaments situate or arising in the County of Glamorgan which included the premises hereinafter described and expressed to be hereby granted (subject to certain Mortgages which did not and do not affect the premises hereinafter described and expressed to be hereby granted and subject together with other hereditaments of considerable value to a jointure rent charge of Two Thousand Pounds in favour of the Most Honourable Givendolen Dowager Marchioness of Bute and to a sum of Forty Thousand Pounds changed thereon for the portions of the younger children of the Most Honourable John Patrick Crichton Stuart the late Marquis of Bute under or by virtue of his marriage settlement dated the Fifteenth day of April One Thousand Eight Hundred and Seventy Two or powers therein contained and to any estate duties which might then affect or be payable in respect of the said hereditaments) with the payment of the principal sums and interest and other moneys hereinafter [.....] to be [.....] under the trusts of the term of Eight Hundred years hereinafter limited and the Marquis thereby demised all the premises therein before expressed to be thereby changed subject as aforesaid to the said Patrick James Crichton Stuart Henry Edmund Talbot and Viscount Gormanston for the term of Eight Hundred years to commence from the death of the Marquis without impeachment of waste (determinable as hereinafter mentioned) upon certain trusts for raising portions with interest thereon for and money for advancement maintenance and education of such child, children or issue of the said then intended marriage as therein mentioned and it was thereby agreed and declared that in case at any time or times after his solemnization of the said then intended marriage the Marquis his heirs or assigns should be desirous of seeing mortgaging exchanging or otherwise disposing of any part of the freehold hereditaments in the said County of Glamorgan thereinbefore charged with the said portion interest and other moneys he or they should be at liberty to sell mortgage exchange or otherwise dispose of any part of the said hereditaments to any purchaser mortgagee or other person or company freed and absolutely discharged from the said charge of portions interest and other moneys (hereinafter and hereinafter some mines referred to as 'the portions charge') and the said term of Eight Hundred years thereby limited for raising the same and the trusts thereof provided that without taking into account the property to be included in such sale mortgage exchange or other disposition by the Marquis his heir or assigns property of the net value of at least Three Hundred Thousand Pounds after deducting all prior charges or burdens affecting the same should remain subject to the portions charge and that in such event and upon such declaration in writing being made and signed as hereinafter mentioned the portions charge and the said term of Eight Hundred Years (if then subsisting) and all the trusts and purposes thereby declared there of should (but subject and without prejudice to any mortgage or other disposition which might have been actually made by virtue of such trusts) so far as respected the hereditaments mentioned in the said declaration as intended to be sold mortgaged or otherwise disposed of by the Marquis his heirs or assigns and which should



in fact be sold mortgaged or disposed of by him or them absolutely and for all purposes cease and determine and it was thereby agreed and declared that a declaration in writing purporting to be signed by the principal agent for the time being of the Marquis his heirs or assigns acting in the management of his or their estates in the County of Glamorgan to the effect that property of the value of at least Three Hundred Thousand Pounds would remain subject to the portions charge without taking into account the property mentioned in the said declaration as intended to be sold mortgaged exchanged or otherwise disposed of by the Marquis his heirs or assigns should effectually exonerate and protect any purchaser mortgagee or other person or company deriving title under any such sale mortgage or other disposition by the Marquis his heirs or assigns or such cesser of the portion charge and term and the trusts thereof notwithstanding any actual deficiency in value of the hereditaments and property remaining subject to the portion charge and should for all purposes be conclusive evidence and give effect to such cesser and determination with respect to the hereditaments and property so sold mortgaged or otherwise disposed of as aforesaid and that it should not be necessary for such purchaser mortgagee or other person or company to require any evidence that the person signing such declaration was such principal agent for the time being as aforesaid. **AND WHEREAS** by an indenture dated the Fifth day of July One Thousand Nine Hundred and Five and made between the Marquis of the first part the said Marchioness of Bute of the second part and the Honourable Edmund Bernard Talbot (commonly called Lord Edmund Bernard Talbot) and Archibald Robert Craufurd Pitman of the third part (being a settlement made in consideration of the marriage then intended and shortly afterwards solemnised between the Marquis and the said Marchioness) the premises hereinafter described and expressed to be hereby granted and divers other hereditaments situate In the said County of Glamorgan were limited and settled subject as to such parts thereof as were subject thereto or affected thereby to the said mortgagee and to the said jointure rent charge of Two Thousand Pounds of the said Dowager Marchioness of Bute and the portions charged as aforesaid for the younger children of the said Most Honourable John Patrick Crichton Stuart late Marquis of Bute by the said settlement of the Fifteenth day of April One Thousand Eight Hundred and Seventy Two to the use from and after the solemnization of the said then intended marriage that the several powers thereinafter expressed to be thereby given to the Marquis and to the several other persons thereby respectively made tenants for life and to persons having the powers of a tenant for life and to the Trustees or Trustee for the time being of the indenture now in recital during minorities might be the effectually exercised and have full effect and operation and subject as aforesaid to the use of the Marquis and his assigns during his life with divers remainders over and that the tenant for life might by deed from time to time appoint any person or persons to be his attorney or attorneys and in his name and as his act and deed to sign seal and deliver any deed agreement or other instrument for entering into any contract authorised under the powers thereby or by the settled land acts conferred or for giving effect to any transactions so authorised or for giving any consent or direction or doing any other act or thing which under the settled land acts or those present was required or authorised to be done by the tenant for life and the production of the Power of the attorney by the Donee thereof should in favour of any purchaser be sufficient evidence that such power was valid and unrevoked and it was thereby declared that the trustee and the survivors and survivor of them or other the trustees or trustee for the time being thereof were thereby appointed to be trustees or trustee for the purposes of the settled land acts 1882 to 1890 and it was thereby also declared that notwithstanding any restriction contained in the settled land acts certain powers additional to or larger than those conferred by those acts were thereby conferred on a tenant for life of the premises thereby settled and that for purposes of the now reciting indenture the settled land acts should apply with such variation or otherwise provided and that the power of sale conferred by the settled land acts as extended by those presents should include and authorise a sale for a nominal consideration or otherwise of land for all or any of the purposes following namely as a site (inter alia) for a recreation



ground or open space as therein mentioned **AND WHEREAS** the said sum of Forty Thousand Pounds for the portions for the younger children of the late Marquis of Bute was some time since paid to them by the Marquis out of his own moneys and the said sum was afterwards repaid to him out of capital moneys applicable thereto arising from sales of parts of the hereditaments in the said County of Glamorgan charged therewith other than the premises the subject of these presents and by an instrument in writing under his hand dated the Twenty Ninth day of December One Thousand Nine Hundred and Seventeen the Marquis acknowledged that he had received payment of the said sum of Forty Thousand Pounds and that the trusts of a term of One Thousand Seven Hundred years limited by the said indenture of the Fifteenth day of April One Thousand Eight Hundred and Seventy Two for securing the same had ceased and determined or become satisfied or incapable of taking effect and had become a satisfied term and attendant upon the inheritance **AND WHEREAS** the Marquis in exercise of the powers conferred upon him by the settled land acts 1882 to 1890 either alone or conjointly with the said settlement of the Fifth day of July One Thousand Nine Hundred and Five has agreed with the Corporation in consideration of the payment of the sum of One Pound and of the covenants on the part of the Corporation herein after contained to grant to them the piece of land hereinafter described for the purpose of its being preserved kept and used only as a park open space or recreation or play ground as hereinafter mentioned. **AND WHEREAS** by a declaration in writing bearing even date herewith and signed by Edwin Wortley Montague Corbett the principal agent acting in the management of the estates of the Marquis in the said County of Glamorgan pursuant to the provisions of the portions deed he declared that without taking into account the premises hereinafter described and intended to be hereby conveyed there would remain subject to the portions charge created by the portions deed property of the net value of at least Three Hundred Thousand Pounds after deducting all prior charges or burdens affecting the same. **AND WHEREAS** no estate interest mortgage charge or other disposition has been conveyed or created in or upon the hereditaments hereinafter expressed to be hereby granted for securing money actually raised at the date of these presents under or by virtue of any of the powers or for any of the purposes of the portions deed or the said settlement of the Fifth day of July One Thousand Nine Hundred and Five. **NOW** this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of One Pound to the Marquis paid by the Corporation on or before the execution of these presents (the receipt whereof the Marquis doth hereby acknowledge) and of the covenants and provisions hereinafter contained on the part of the Corporation the Marquis as beneficial owner therein by virtue of the powers vested in him by the settled land acts 1882 to 1890 and by the hereinbefore recited indenture and of every or any other power enabling him in his behalf hereby grants and conveys unto the Corporation **ALL** that piece or parcel of land a portion of which is covered by water situate at Maindy in the City of Cardiff containing in the whole by admeasurement fourteen acres two roads and twenty three perches or thereabouts and which said piece or parcel of land is by the way of identification and not of limitation delivered in the plan drawn hereon and thereon coloured pink excepting and reserving to the Marquis his successors in title and assigns as aforesaid the right and liberty at any time hereafter to erect and maintain on any lands of the Marquis his successors in title or assigns adjoining adjacent to or in the neighbourhood of the premises hereby granted any building or buildings of such height or extent as he or they may think fit and also excepting and reserving as aforesaid the access of light and air over the premises hereby granted to the existing windows or other openings in the building or buildings now or hereafter upon any land of the Marquis adjoining adjacent to or in the neighbourhood of the premises hereby granted to the same extent and in like manner as if such premises and the premises hereby granted had not at any time during the period of twenty years now last past been subject to any common ownership or common occupation and such access had been during that period enjoyed as of right without interruption **TO HAVE AND TO HOLD** all the said premises hereinbefore described and expressed to be hereby granted subject to the exceptions and reservations aforesaid unto and to



the use of the Corporation and the assigns of the Corporation freed and absolutely discharged from the said principal sums and interest charge of portions and other moneys created by the said indenture of the Fourth day of July One Thousand Nine Hundred and Five and the said term of Eight Hundred years thereby limited for raising the same and the trusts thereof for the purposes of being preserved kept and used only as a park open space or recreation on playground **PROVIDED ALWAYS** that so far as regards the reversion or remainder expectant on the life estate of the Marquis on the said premises hereinbefore expressed to be hereby granted and the life to and further assurance of the same after his decease the covenants on his part implied in these presents by reason of him being expressed to convey the premises as beneficial owner shall not be deemed to extend to the acts or default of any person other than and except himself and his own heirs and persons claiming or to claim through or in trust for him or them **AND** the Corporation do hereby covenant with the Marquis his successors in title and assigns that the Corporation and the assigns of the Corporation will not use or occupy nor permit or suffer or be used or occupied the said premises hereby granted or any part thereof for any other purpose than that hereinbefore mentioned and shall not nor will erect or permit or suffer to be erected any building on the premises hereby granted other than the fence or wall hereinafter mentioned and other than buildings to be first approved of by the Marquis ancillary to the use and enjoyment of the said premises for the purposes aforesaid and also shall and will indemnify the Marquis his successors in title and assigns from and against all claims damages and costs by reason or in consequence of anything done committed or permitted upon the premises hereby granted and also will forthwith erect and at all times hereafter maintain a sufficient and suitable fence or wall around the said premises hereby granted **AND** the Marquis doth hereby covenant with the Corporation that he the Marquis his successors in title or his or their assigns will pay and discharge the said rent charge payable to the said Most Honourable Givendolen Dowager Marchioness of Bute as aforesaid so long as the same shall remain payable and will pay all death duties ( if any) in respect of the said premises hereby granted which may become payable on the death of the said Dowager Marchioness of Bute and at all times hereafter will keep the Corporation and their assigns effectually indemnified from and against all actions proceedings costs charges expenses claims and demands whatsoever in respect of the said rent charge and duties or any part or parts thereof respectively **AND** the Marquis hereby acknowledges the right of the Corporation to the production and delivery of copies of the indenture of settlement of the Fifteenth day of April One Thousand Eight Hundred and Seventy Two and the hereinbefore recited indentures of the Fourth and Fifth days of July One Thousand Nine Hundred and Five and the said instrument of the Twenty Ninth day of December One Thousand Nine Hundred and Seventeen **AND** 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 Hundred Pounds **IN WITNESS** whereof the Marquis has hereunto set his hand and seal and the corporation have caused their common seal to be hereto affixed the day and year first before written.

Memorandum:

*Enrolled in the books of the Charity Commissioner for England and Wales present to the provisions of section 6(2) of the Mortmain and Charitable Uses Act 1888 and Section 1 of the Mortmain and Charitable Uses Act Amendment Act, 1892 by order dated 20<sup>th</sup> October 1922 ([.....], page 73)*

Memorandum:



*By Conveyance dated the [19<sup>th</sup>] day of [November] 1956 between the Lord Mayor Aldermen and citizens of the City of Cardiff of the one part ('the Corporation') and Red and White Services Limited of the other part the Corporation conveyed to Red and White Services Ltd for an estate in fee simple the piece of land containing [20 sq. yds.] or thereabouts forming part of Maindy Park in the City of Cardiff as the same is shown on the plan annexed hereto and coloured pink and [.....] for the production of the [.....].*