

Unpacking a family story

By Beth Edwards

In 1785, aged 22, Elizabeth Powell 'of Baglan' married a William Prees, 'of Cadoxton' (1762-1834) at St Baglans, Baglan:

The medieval church of Saint Baglan was destroyed by fire in 1954. The Church now in ruin it lies on a steep wooded hillside within the boundary of St Catherine's Churchyard, Baglan, South Wales.



<https://www.waymarking.com/gallery/image.aspx?f=1&guid=5ef43e6e-6119-4ba6-9067-bef49eb4cf75>

David Prees 1797-1874 was the sixth of nine children of William Prees and Elizabeth Powell and grandfather to the descendant who passed on this story:

The Preece family at one time had wealth and Catherine Preece's father was the owner of a large farm called Gwiddie Alst Estate at Britton Ferry. This estate stretched between Neath and Swansea but David Preece ... was a gambling man and the farm was sold to the Tennant family to pay his gambling debts.

Even allowing for exaggeration here, the following questions arise:

a) Had the family ever been wealthy?

b) Did David Prees lose the family wealth if wealth there were?

c) If not David, then who lost the estate?

a) Had the family ever been wealthy?

(i) The estate

The farm in question seems to have been called at various times 'Coed yr Allt' or 'Coed yr Iarll' and variations of both. It's likely that the farm was named originally 'Coed Iarll' meaning 'wood on the hillside' land 'of the Earl', and that over time this became corrupted to 'allt'.

It was south of Skewen and west of Briton Ferry - a map reference:

<http://www.haroldstreet.org.uk/map-detail.php?g=SS7196493938>

Some information regarding Crymlyn Burrows:

<http://www.visitnpt.co.uk/default.aspx?page=10297#CrymlynBurrows>

https://en.wikipedia.org/wiki/Crymlyn_Burrows

The farmhouse is now underneath a golf course in Jersey Marine.



Coed-Y-Iarll 4th Order Triangulation Pillar carries Flush Bracket S4287 which marks a point 86.121m above mean sea level.

<https://www.geograph.org.uk/photo/3817218>

It had been farmed for at least two hundred years before the Prees family leased it: Leison Price of Briton Ferry held the farm, Koed Yearll, in 1586. His will bequeathed it to his wife, Maud verch David of the Gnoll family. The farm is passed down to their son William, their daughter Jane, and to her son Bussey Mansell who is mentioned here in a James II's Charter, c. 1685-6:

Thomas Hopkin gent. and Leyson Hopkin gent. are named as two of the "first and modern twelve aldermen of the Borough"; while David Hopkin is named of the Common Council. In 1679 Bussy Mansell granted a lease of Coed-Iarll, Llan Gatwg parish, for their lives, at a yearly rent of £9, to Mary Rees, widow, Leyson Hopkins and Katherin Hopkins, children of the said Mary. (Margam MS. 5085.)

The Prees family leased it from at least 1761 when William's father, also a William, a yeoman, leased it from George Venables Vernon:

DD BF 164 17 Oct. 1761

Lease for lives of William Price, w. Catherine and s. William, for Surrender of Lease dated 26 June 1736, rent £8 and 2 capons or 1s. yearly, 40s. or heriot and suits of court and mill, 17 Oct. 1761; The hon. George Venables Vernon of Briton Ferry to William Price of Cadoxton-juxta-Neath, yeo.; Messuage, tenement and land called Coed Yarl Issa; in Cadoxton-juxta-Neath, except timber and mineral rights. Appointment of Lewis Thomas son. and jun. of Margam, gents., as attornies. Endorsed: original nos. CCCXXV

And here it is in 1790, together with the farm at Tyr Pont Crymlin:

DD BF 163

Lease for lives of William Press and John Prees, or 99 years, subject to life interest of Mary Jones, (w. of John Jones of Eglwys brevis, gent., and dau. of Samuel Woodwall), for £120, rent 10s. and 2 capons, keeping of 2 horses, a day's work at harvest or 2s. 6d. yearly, 40s. or heriot and suits of court and mill, 20 Mar. 1790; George Venables, lord Vernon of Briton Ferry, to William Prees of Cadoxton-juxta-Neath, George; property (as in D/D BF 162), except mining and mineral rights. Endorsed: original nos., CCCXXVI, 57, no.19

DD BF 162

Lease for lives of Mary and Catherine Woodwall and Joan Williams, for £20 10s., rent 10s., 2 capons and a day's work at harvest yearly, 40s. or heriot and suits of court and mill, 21 July 1758; George Venables Vernon of Briton Ferry, esq., to Samuel Woodwall of Court y Bettus, Cadoxton (-juxta-Neath), yeo.; Messuage, tenement and lands called Tyr Pont Crymlin; in Cadoxton-juxta-Neath, except hunting, timber and mineral rights. Appointment of Edward Harris of Neath, gent., as attorney. Endorsed: original nos. CCCXXVI, 49

Subsequent history:

1798

There is a land tax redemption record for Coed yr Iarll for William Prees for £2 and 8 shillings from Lord Vernon

No. of Register.	Names of Proprietors.	Names of Occupiers.	Sums Affected.	Date of
	Thos Morgan & Co	Wm Williams	£ 2	
	Wm Morgan & Co	Stephen Evans	£ 3	
	Lord Vernon	Wm Price	£ 2 8	
	Capel Lightfoot	Self	£ 13 6	
	Wm T. Thomas	Self	£ 4	
	Wearage			
			£ 31 13 2	

1802 DD T 1519

Extract from lease of 21 Sep. 1802, earl of Jersey to William Prees of Coed-yr-arll Ishaf (used as evidence). 1848

Sep. 1822 DD T 1444

Agreement between William and Rees Prees of Coed-yr-arll, and George Tennant, concerning transfer of lease.

1823 DD T 1445

Assignment of Coed-yr-arll Ishaf; Win. Prees to Henry Tennant.

1828 was an eventful year with William suffering from the building of the canal, a burglary and court case and an attempt to gain Crymlyn Burrows:

D/D T 140/1-2> Agreement to lease; George Tennant of Cadoxton Lodge, esq., and William Prees of Coed-yr-iarll; George T. to take lease of lands injured by the water of the canal for remainder of William Prees term, being Tyr Pont Crymlyn, part of Coed-yr-iarll Ishaf farm. 12 Apr. 1828

D/D T 141> Lease for part of a term of 99 years; William Prees of Cadoxton, farmer, to George Tennant of Cadoxton Lodge, esq.; property (as in D/D T 140). 1828

D/D 1428/ 1-2 Rough Notes made by George Tennant in Prees v. Phillip case. Apr. 1828 (possibly this case D/D T 1424 Draft Summons of William Philip of Cadoxton to Great Sessions for breaking and entering house of William Preece. Apr. 1828)

D/D T 1242/1-2 Correspondence between George Tennant and Adam Murray concerning attempt by Wra. Prees of Coed yr arl farm to gain possession of Crymlyn Burrows. Apr. 1828

D/D T 1426/1-2 Bond in £500, to abide by the award of arbitration, William Prees to George Tennant, esq. 25 Apr. 1828

But was the estate ever as extensive as suggested by the family story? At one point the farm may have been 900 acres, a very large farm in Welsh terms. At least it was this size in 1851, when it seems that the owner at that time had amalgamated the farms of Coed yr Allt Issaf (lower) and Coed yr Allt Usaf (upper) but not in 1841, when it looks as if there were 2 farmers farming Coed yr Allt: Rees Prees at Coed yr Allt Issaf (lower) and Morgan Bowen at Coed yr Allt Usaf (upper) and this was the case reported in The Tithe Survey recorded between 1836 - early 1840s. Relationships between the two farms were not always cordial:

D/D T 1027 6 Oct. 1838

Report of case in Court of Conscience held at Cadoxton Lodge, between Rees Prees and Morgan Bowen concerning straying of cattle on the Crumlyn Burrows, under Charles Tennant, representative of the Crown and Lord High Commissioner for the Principality of Wales, and a special jury consisting of William Kirkhouse and Thomas Williams.

The tithe appropriation shows Rees Prees, son of Elizabeth & William, leasing 235 acres, with fields spreading over 1.7 miles between Swansea and Briton Ferry, and comprising of bog, marshland and woodland, but mainly of meadow and pasture, with a tithe value of £8. 10s 8d.

https://places.library.wales/search/51.624/-3.887/16?alt=%3A*&page=1&refine=&alt=%3A*&order=desc&sort=score&rows=100&parish_facet%5B%5D=Cadoxton-Juxta-Neath&occupier_facet%5B%5D=Rees%20Preece&leaflet-base-layers_98=on

This was good farming land. As quoted in 1860 in the *Cardiff & Merthyr Guardian*, during the *HOUGHTON V. BANKART* court case, Rees claimed that ‘when he held the farms it contained capital grass land, it grew first-rate clover, and splendid wheat. It was one of the best farms in South Wales for breeding ponies and sheep’. And this view was confirmed by other testimony: ‘Some years ago he (Morgan Sims) used to send stock to be fed on the Coedyrallt-isha, when Rees Preece was there, and better tack he could not wish for. Good hay and grass used to be grown there.’ *Cardiff Times* 21 July 1860

So, although the extent of the estate may have grown by the telling, it also appears to have been comprised of varied and good quality land, and the farm was indeed located between Swansea and Neath.

(ii) Family wealth

William’s wife, Elizabeth, came from the prosperous yeomanry. It is her family that can be traced back to the noble families of Wales and it is unlikely that Elizabeth Powell would have married someone who came from a much lower rung on the social ladder, and wasn’t also thought to be prosperous. Moreover, she was not well provided for by her father, which suggests that he believed she would be well looked after by her husband. I know very little about William’s family, except for his father William being described as a yeoman.

b) Did David Prees lose the family wealth if wealth there were?

Was David Prees 1797- 1874 the gambling man responsible? David Prees may well have been a gambling man. However, there is no evidence for this, and, furthermore, he was an agricultural labourer who never owned the farm so cannot be responsible for losing it (unless we argue that other family members sold the farm in order to pay off David’s gambling debts - but although this seems possible, it also seems unlikely).

According to the census information David was an agricultural labourer in 1841, living at James St, Neath. By 1851 the family have moved to Prospect Place, Neath. In 1860 he’s living Heol Pen y Wern, Cadoxton, a labourer; in 1861 he’s a brewer’s drayman (the family have taken in a lodger). In 1869, he continues to be a drayman, a widower, living with his daughter Margaret and her husband, William Davies. He dies in 1874, his occupation at death a haulier, with an estate of less than £100. The will is proven by his daughter Elizabeth of Heol Pen y Wern.

So the wealthy gambler story doesn’t fit David Prees; or if he were a gambler he didn’t gamble away the family wealth.

C) If not David, then who was responsible?

It is possible that his father William lost the family wealth or that David’s elder brothers who inherited the farm were the gamblers in question.

(i) William

Was William in financial difficulties? He is said to have '*encumbered (his sons) with a mortgage to Mr, David Jones, as security for £500.*' (Prees v Coke court case) Was there a connection between this 'encumbrance' and the bond mentioned here in 1828?

D/D T 1426/1-2 Bond in £500, to abide by the award of arbitration, William Prees to George Tennant, esq. 25 Apr. 1828

It's possible that the problems Rees encountered could be traced back to his father. However, again there's no evidence that William was a gambler - unless we understand 'gambler' to encompass someone who takes financial risks, as perhaps is reflected in his dealings in 1828.

(ii) Rees

William's 2nd son Rees inherited the farm of Coed yr Allt Isha. It's possible that he was the gambler who lost the family fortune. By 1870 Rees is being described as '*being in indigent circumstances, having been reduced from his former position to that of a day labourer*' and in 1871 as '*being a man clearly in humble circumstance.*' 17th December 1870 *The Western Mail*, 21st January 1871 *Cardiff and Merthyr Guardian*

He liked his horses:

The race for a Saddle and Bridle was won cleverly by a pony belonging to Mr. Priest of Coedyrallt. Second Day, Thursday. The Cambrian 1834

and the area from Crymlyn Burrows to Swansea formed a popular horse racing course. However, this doesn't prove he was a gambler or lost the family fortune.

It's possible that he expected money which didn't materialise from the Tennant family as compensation for damage caused by the Tennant canal:

D/D T 1521 Quitclaim, Rees Prees of Coed-yr-arll, and David Jones of Neath, to Margaret Elizabeth Tennant of Cadoxton; all actions, suits, debts and claims on land or money concerning Tennant Canal. 20 Sep. 1834

He seems to be diversifying, engaged in selling sand by 1839.

D/D T 150> Agreement; Charles Tennant, esq., and Rees Prees of Crymlyn Burrows, farmer; Rees Prees to have liberty to carry sand for sale from Crymlyn Burrows for one year. 25 Mar. 1839

D/D T 151> Agreement; Charles Tennant, esq., Rees Prees of Coed-yr-iarll Isha, farmer, and William Jorden of Swansea, bargeman; Rees Prees and William Jorden to have liberty to carry, sand for sale from Crymlyn Burrows to Port Tennant along the canal. 5 Mar. 1841

In 1841 his mother, Elizabeth Powell, now widowed, is living on the farm with her unmarried sons and daughter: Rees and 4th son John and youngest daughter Mary. Also present was Rees's illegitimate son by Jennet Charles, Rees Charles Prees.

D/D T 1179 Agreement between Charles Tennant and Rees Prees to pay 2/ a ton for all sand delivered to works on the canal. 2 July 1842

If Rees was suffering financially in the '40s, then he wasn't the only one - his neighbour Morgan Bowen was also having problems:

Agreement for temporary surrender; Morgan Bowen of Coed-yr-iarll, farmer, to Charles Tennant of Cadoxton Lodge, esq.; marsh meadow land, being part of Coed-yr-iarll farm, in return for deduction from rent. 14 Jan. 1842

And both Rees and Bowen complained of this family's theft from the Burrows:

John Thomas, of Morrision, labourer, was charged with stealing a quantity of bent or furze, (bent or furze was used as fuel) off Crymlvn Burrows, in the parish of Cadoxton-juxta-Neath, the property of Lord Jersey. Mr. Rees Preece, the tenant of the Burrows, stated that defendant, his wife, and daughters, were in the habit of going to the Burrows with a horse, and sometimes a horse and cart, and returning loaded with bent and that he warned defendant innumerable times not to remove any of the bent, and threatened him with proceedings if he continued to do so. On the day in question defendant was told by Preece not to cut any bent. This remonstrance he would not listen to. He was subsequently told not to remove the bent after it was cut, but he, with the assistance of his wife and daughter, took away a horse load. It also appeared from the evidence, that the bent which grows on the sands is of the greatest value in checking the drifting sand, and should be protected with the utmost care, and by reason of the frequent commission of the offence, large tracts of land are being rendered valueless along the sandy portions of the coast of this county. In consequence however, of the man's poverty, the Magistrate fined him 2s. 6d. with 5s. the damage and costs, and in default of payment he was committed to the House of Correction at Swansea, without hard labour, for one week. It would be well to observe, that the defendant's two daughters, who live and work with him, were in the month of February last brought before the Magistrates in Neath, for a similar offence, when they were severely reprimanded, and ordered to pay the expenses, but on account of their poverty the Magistrates' clerk remitted them his fees.

25th November 1843 Cambrian

We don't know the reason John Owen left:

John Owen appeared in obedience to a summons issued against him at the instance of Rees Preece of Coedyralt, for having deserted his service. After the examination of witnesses, the Magistrates decided upon dismissing the case, defendant having to pay the costs.

12th April 1845 Cambrian

Rees may have been facing money troubles in 1845 when he refused to pay the church rate or he might have been following his father who was cited for non-payment in 1812, 1817, 1818. It's also possible the family were non-conformists and resented paying a tax to the Church of Wales.

Mr. William Williams, church-rate collector of the parish of Cadoxton-juxta-Neath, applied for summonses against Rees Preece, of Coediallt, and Jenkin Williams, of Ty Draw, for refusing to pay a rate.

17th May 1845 Monmouthshire Merlin

By 1846 there were further disputes between Rees Prees and Morgan Bowen :

Agreement concerning rights of pasturage for sheep and cattle kept on Crymlyn Burrows by tenants

of Coed-yr-iarll farms, as a result of dispute between Rees Prees (as in D/D T 150) and Morgan Bowen (as in D/D T 143); (see D/D T also D/D T 144). 24 Nov. 1846.

His mother, Elizabeth, had died in 1843, and three years later he started to sell the farm in 1846. D/D T 407> Agreement; Charles Tennant, esq., to purchase from Rees Prees of Coed yr iarll farm, farmer, his interest in Tyr pont Crymlyn, *in liquidation of a debt. 7 Mar. 1846 (Could this be to pay for the gambling debt?)*

Lot 1.- All that TENEMENT, FARM, and LANDS, called COEDYRALLT ISHAF, situated in the parish of Cadoxton-juxta-Neath, in as full and ample a manner as the same is now occupied by Mr. Rees Prees (excepting thereout the Morfa Gwennith Marsh, which is severed from the rest of the Farm, and included in Lot a). To this Farm is appended the right of grazing 250 sheep, 20 head of horned cattle, and 12 horses, all that part of the Crymlyn Burrows, situated in the parish of Cadoxton, which it adjoins, together with an unlimited right of common on that part of the Crymlyn Burrows, situated in the parish of Llansamlet. This Farm is composed of fine grazing land, near to the entrance to the port of Neath, and within three miles of the contemplated Docks at Port Tennant, Swansea. It is held for two lives, aged respectively 60 and 58, at the yearly rent of £8. Duties 16s and a heriot of £2.

Lot 2 All that TENEMENT, FARM, and LANDS, called TIR PONT CRYMLYN, adjoining to Lot 1 in as full and ample a manner as now occupied by Mr. Rees Prees, excepting the Tanycrew Marsh, which is included in Lot 3). This is also a good grazing Farm, with an equal extent of right to depasture as lot 1 on that portion of the Crymlyn Borrowes, in the parish of Cadoxton. It is held for two lives, aged respectively 60 and 55 at the yearly rent of 10s, 10s duties, and a heriot of £2.

Lot 3. The Morfa Gwennith and Morfa Tanycrew Marshes, which are excellent Pasture Land adjoining to Mrs. Tennant's Canal. The former contains Eight Acres, held for two lives, aged 60 and 58 and the latter Twelve Acres, held for two lives, aged 60 and 55, free from the payment of any rent.

Lot 4 A Policy of Assurance granted by the Palladium Life Assurance Society for £500 on the 1st of January, 1841, subject to the annual premium of £ 14 7s 11d., and payable on the death of the survivor of three persons, now aged 60 58, and 55. For further particulars apply to Mr. H. S. Coke, or Mr. T. W. Powell, Solicitor

25th December 1846 The Cambrian

And in 1849 he sold Tyr pont Crymlyn:

D/D T 408> Agreement; Charles Tennant, esq., to purchase from Rees Prees (as in D/D T 407) and bro. John Prees, remainder of term of 99 year Lease of Tyr pont Crymlyn.

It was maybe fortuitous that Rees sold the lease back to the Tennants between 1846-9 for the subsequent owners of Coed yr Allt suffered greatly from pollution caused by the Red Jacket Copper Works (*HOUGHTON V. BANKART* court case). However, Lot 4 caused a lot of legal problems that rumbled on until 1871.

Mr. Rees Preese, of Coedyrall was charged by the executors of the late R. P. Leyson, Esq., with not giving up possession of certain land held by sufferance of said Mr. Leyson. After hearing Mr. Jones from Mr. H. S. Coke's office, who had drawn up and witnessed the agreement between the parties,

and a lengthened investigation having ensued, an order was made for possession in 28 days. Mr. Randall appeared for the defendant.

1st March 1850 The Welshman

LAW CASE.—The suit of Prees v. Coke came before Vice-Chancellor Sir W. M. James on Wednesday. It was for the purpose of setting aside, as being made without proper professional advice and under circumstances of alleged undue influence, a conveyance executed by the plaintiff in 1854, for a merely nominal consideration, of his interest in certain property in Wales to a solicitor since deceased, of whom the defendants were the executors. The plaintiff was now 78 years old, **and in very poor circumstances**, and at the date of the transactions sought to be set aside was lessee, for a long term, of the property in question, subject to certain mortgages. The circumstances attending these mortgages were somewhat complicated, but it appeared that a foreclosure suit had been instituted by the mortgagee about 20 years ago, but before a decree for an absolute foreclosure could be made the mortgagee died, so that the foreclosure suit became abated, and was not afterwards revived. It appeared that in 1854 the plaintiff was sent for by a Mr. Coke, who had been concerned as a solicitor for the deceased mortgagee, and told by him that he had no longer any actual interest in the property, and induced, under a threat, as he alleged, of legal proceedings, in case he refused, to execute an assignment of all his interest in the property to Coke for a consideration of £50, which was named as the consideration of the deed, partly, as was alleged by the plaintiff, as a gratuity to him in consequence of his poverty, and partly for the surrender of his rights, which were said to be merely nominal. The plaintiff being ignorant that he had any substantial interest in the property, and being wholly without independent legal advice, executed the deed in question, and, as he alleged, was unable to discover his legal rights until after the death of Coke, in 1867. For the defendants, the representatives of Coke, it was contended that the plaintiff's story was wholly uncorroborated, and that after waiting until after the death of Coke, who was alone in a position to contradict his story, the plaintiff could not be allowed to disturb the transaction. It was also contended that the plaintiff had received full value for his equity of redemption, which was not worth more than £50. Mr. Kay, Q.C., and Mr. Fisher were for the plaintiff; Mr. Eddis, Q.C., and Mr. Marten for the defendants. The Vice-Chancellor delivered judgment to the effect that the deed must be set aside, and the plaintiff would have the costs of the suit.

Cardiff and Merthyr Guardian 20th November 1869

LOCAL LAW CASE. COURT OF APPEAL, LINCOLN'S INN,

FRIDAY. Before Lord Chancellor Hatherley

PREES v. COKE. This was an appeal from a decision of Lord Justice James, when Vice Chancellor, made by the defendant, the widow and executrix of the late Mr H. S. Coke, solicitor, of Neath. Sir R. Palmer, Mr. Eddis, Q.C., and Mr. A. G. Marten were counsel for the appellant; Mr. Kay, Q.C., and Mr. Fischer for the respondent. The respondent was Mr. Rees Prees, who inherited the farms of Coed Iarll Isha and Tir Pont Crymyr, in the parish of Cadoxton-juxta-Neath, from his father, who had encumbered them with a mortgage to Mr. David Jones, as security for £500. The latter dying soon afterwards, bequeathed his interest in the mortgage to Messrs. Powell and Leyson, solicitor and surgeon respectively, of Neath, the former being in partnership at the time with Mr. Coke, who, after the

death of Mr. Powell, acted as Mr. Leyson's attorney. At this juncture the plaintiff, being called upon so to do, effected an insurance on his life for £500, and assigned the policy to Mr. Leyson as security for the mortgage money. The plaintiff being unable to continue the payment of the interest on the money, Mr. Leyson instituted a suit against him to foreclose the equity of redemption, and an ordinary foreclosure order was given. Mr. Leyson subsequently died the suit was not revived, and by this accident it abated, so that the plaintiff still retained his equity of redemption. Prees let the respective farms to two farmers, named Tennant and Williams, whom Mr. Coke induced to pay the rents to him, as the agent of Mr. Leyson, the mortgagee. In 1851 Coke sent for the plaintiff, and represented to him that his interest in the two farms and policy of assurance was extinguished by the foreclosure suit; and **Prees being in indigent circumstances, having been reduced from his former position to that of a day labourer**, accepted £50 as a gratuity. Mr. Coke thereupon acquired the interest in the mortgage, and sold a portion of the property to the Swansea and Neath Railway Company for £350; but on the death of Mr. Coke the plaintiff discovered that his equity of redemption had not, as had been represented to him, been extinguished, and he consequently sued the executrix for relief, praying that the assignment might be set aside, and that the mortgage and policy of assurance might stand only as security for the £50 presented to him by Coke as a gratuity for what was alleged to be merely a nominal, but was in reality a substantial interest, in the estate. Vice Chancellor James, without imputing moral culpability to the late Mr. Coke, held that the foreclosure suit was defective, and that the plaintiff, not having been dealt with on equal terms by the non-disclosure of his real position, was entitled to a decree. Against this decision the executrix of Mr. Coke appealed, Sir R. Palmer arguing that the plaintiff could not take advantage of the foreclosure not being made absolute through slip. The Lord Chancellor reserved judgment.

17th December 1870 *The Western Mail*

NEATH. LOCAL LAW CASE

The Lord Chancellor delivered judgment on Tuesday in the appeal made by the defendant in the case of Prees v. Coke, the hearing of which occupied three days prior to the Christmas Vacation. The suit was originally instituted by Mr. Rees Prees for the purpose of setting aside an assignment of two farms in the parish of Cadoxton-juxta- Neath, to the late Mr. H. S. Coke, solicitor, of Neath, under the circumstances already reported. Lord Hatherley said that if a solicitor chose to deal with a mortgage, **he being a man clearly in humble circumstances**, and without the benefit of legal advice, the onus was thrown upon him to justify the transaction. The mortgagee was clearly in a position to make the foreclosure absolute, but, having failed to do so, the plaintiff's claim, remote though it now was, could not be set aside. It was an extremely special case, the plaintiff insisting upon a very extreme right to overhaul the question at issue at that distance of time and, under those circumstances, while affirming the decision of the Vice-Chancellor, he would cause a slight variation in the decree, and throw the costs in the account.

21st January 1871 *Cardiff and Merthyr Guardian*

There is evidence here to support Rees's financial situation as being that reported in the 1871 census, that of a pauper. He died in 1875.

So it is the case that Rees lost the farm. However, the reasons are unclear. Rees may not have been responsible; after all Morgan Bowen was also in difficulties in the 1840s. He did need to pay a debt to Charles Tennant but there's no evidence that this was a gambling debt, although there is one occasion where he entered a pony in a race. It seems likely to me that if he had a gambling problem,

or if there were rumours that he suffered from gambling, or indeed from a general fecklessness, that this would have been brought up in the court trials. On the contrary, the newspaper reports of his character are favourable, *'This witness, who said he could only speak English imperfectly, gave his evidence in very good English, and his answers in the cross-examination proved him to be a very shrewd, superior man.'* And the court itself seemed to be sympathetic to his plight.

So, if we return to the original story:

The Preece family at one time had wealth and Catherine Preece's father was the owner of a large farm called Gwiddie Alst Estate at Britton Ferry. This estate stretched between Neath and Swansea but David Preece ... was a gambling man and the farm was sold to the Tennant family to pay his gambling debts.

There is some accuracy:

- The farm was indeed between Neath and Swansea.
- The farm, comprising of 200+ acres, was certainly above the average size. 'According to James Caird, of the half million or so farms in England and Wales in 1851 some 70 per cent contained less than 50 acres, many of these lying in the Principality.' (article by Bill Griffith Jones in R J Moore-Colyer, National Library of Wales journal, 1989, Summer. Volume XXVI/1)
- If we allow for a corruption of the name, or for a family name for the farm, the name is accurate.
- The family faced financial hardship following a preceding prosperity.
- The farm was sold to the Tennant family.
- A debt does feature.

However unproven:

- The implied wealth of the Prees family - the estate seems to have been smaller than the story suggests.
- The farm being sold to pay for David's debts.
- Gambling was at the root of the downfall.

We don't know what happened to precipitate the difficulties Rees faced. We can rule out the effects of pollution from the Red Jacket Copper Works as they were not established until 1849, 3 years after the farm was put on the market. It is likely that the mortgage arrangements undertaken by William, and possibly other financial arrangements made by Rees were unwise. Certainly Rees comes across as being easy prey to unscrupulous lawyers. It is likely that the documents held in Swansea would provoke further insights and provide further clues to explain what really happened.

Sources

Documents from The West Glamorgan Archive

<https://www.swansea.gov.uk/archivecollections>

All newspaper articles from The National Library of Wales

<http://newspapers.library.wales/>

