

These are the notes referred to on the following official copy

Title Number CU312606

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Please refer to the preceding page



P.S. 1



CONVEYANCE is made the *thirteenth* day of *April* One thousand nine hundred and thirty eight ~

BETWEEN ROBERT WILLIAM BRIGHT of Kent Hall Farm near Alston in the ~
County of Cumberland Farmer and MARY BRIGHT his wife (hereinafter ~
called "the Vendors") of the one part and THOMAS STRATFORD SCOTT of
Low Galligill Farm Nentsbury Alston aforesaid Farmer (hereinafter
called "the Purchaser") of the other part.

WHEREAS the Vendors are seised of the property hereinafter described
in unincumbered fee simple in possession subject only to the right of
way water and drainage hereinafter mentioned as joint tenants and by
virtue of the Law of Property Act 1925 they hold the same on trust for
sale and they have agreed to sell the same to the Purchaser at the ~
price of Six hundred and eighty five pounds.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of
Six hundred and eighty five pounds now paid by the Purchaser to the ~
Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors
as Trustees hereby convey unto the Purchaser ALL THOSE SEVERAL fields
closes and parcels of land (part of which are now covered with wood)
situate lying and being at Kent Hall in the Parish of Alston in the ~
County of Cumberland and also ALL THOSE the messuage tenement or ~
dwellinghouse and the farm buildings outhouses and premises erected
and built on the said fields closes and parcels of land or any of them
all of which messuages lands hereditaments and premises are now in the
occupation of the Vendors or one of them and are more particularly ~
described in the First Schedule hereto and for greater clearness are
delineated in the plan hereto annexed and thereon coloured round with
blue and are marked with numbers corresponding with the numbers in the
said Schedule and which formed part of the land comprised in a Convey-
ance dated the Second day of December One thousand nine hundred and
twenty four and made between Laline Isolda Crump of the one part and the
Vendors of the other part together also with full right and liberty for
the Purchaser his successors and assigns at all times hereafter concurr-
ently with and subject to the rights of the Vendors their personal ~
representatives and assigns and other persons having rights in connect-
ion therewith to take use and enjoy water arising from a spring ~ ~
adjacent to and flowing into a tank situate on property of the Vendors
and shown on the said plan by the letter "A" and to have and maintain

an existing connection with the existing water pipe from the said tank shown on the said plan at approximately the point marked "D" and also with full liberty and power for the Purchaser his successors and assigns with or without carts and horses agents workmen and other necessary persons to enter upon any part of the land of the Vendors on or which the said spring and the inflow tank or tanks outflow or pipes hereafter mentioned may be for the purpose of examining the said spring and inflow thereof and the tank or tanks and the outflow therefrom and the said pipes or of performing any work which under the provisions mentioned in the Second Schedule hereto he ought to or may perform and to perform any act for the purposes aforesaid or any of them which the Purchaser may think necessary or expedient provided that the Purchaser shall do as little damage as may be to the lands of the Vendors or the timber or other trees underwood crops or vegetation thereon and shall repair any damage to fences occasioned thereby and after making any excavation or executing any of the works herein authorised shall as soon as may be restore the surface of the ground to its former state such rights and liberties being subject to the provisions contained in the Second Schedule hereto (except and reserved unto the Commissioners of Greenwich Hospital their successors and assigns all mines and minerals seam and seams of coal and ironstone and quarries of what kind or nature soever and within and under the said hereditaments and premises as well those not opened as those already opened with full powers for the said Commissioners their successors and assigns to work the same such rights and privileges being reserved to the said Commissioners by an Indenture dated the ^{Nineteenth} ~~fourth~~ day of December One thousand eight hundred and fifty four and made between the said Commissioners of the one part and Jacob Wilson of the other part) TO HOLD the same (except and reserved as aforesaid) unto the Purchaser in fee simple subject to first a right of way over the roadway on the land adjacent to the colour brown on the said plan between the points marked "B" and "C" secondly a right of way over the strip of ground adjacent to the colour green on the said plan between the points marked "D" and "E" and thirdly the right to lay a new drain or use the existing drain in the position shown approximately by a dotted red line on the said plan over the land to the East of the dwellinghouse and premises known as Nent Hall which rights firstly secondly and thirdly hereinbefore mentioned were granted to the owners

of the said dwellinghouse and premises by an Indenture of Conveyance thereof dated the Twenty fourth day of November One thousand nine hundred and twenty four and made between Laline Isolda Crump of the one part and The Holisay Fellowship Limited of the other part

2. THE Vendors hereby acknowledge the right of the Purchaser to production of the documents set out in the Third Schedule hereto and to delivery of copies thereof

IN WITNESS whereof the persons parties hereto have hereunto set their hands and seals the day and year first hereinbefore written

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

<u>Number on Plan</u>	<u>Description</u>	<u>A:</u>	<u>R:</u>	<u>P:</u>
966	Woodland		3	28
967	Woodland		3	16
968	Meadow	4	3	28
970	Roadway			31
971	Spinney		1	14
972	Farm Buildings			19
973	Woodland		2	3
974	Pasture and Bridge End Cottage	4	1	27
975	Pasture	5	2	37
1351	Spinney		1	30
1352	Meadow	5	0	9
1353	Pasture	3	1	39
1354	Pasture	3	3	4
1355	Spinney		1	22
1356	Spinney			28
1357	Pasture	5	1	14
1358	Woodland	1	1	22
1359	Narrow piece		1	19
Total Area		36	1	30

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

1. THE Purchaser shall be allowed to use the said water for all purposes of all buildings now on the property hereby conveyed and the agricultural requirements of the said property but not (unless otherwise mutually agreed) in respect of any additional dwellinghouse which may hereafter be erected on the land hereby conveyed. The Vendors shall be entitled to take the said water either for their own use or for the use of the teachers and scholars of the Kent Hall School or for the use of

any persons who now are or may hereafter at any time be occupiers of any part of the property comprised in the said Conveyance of the ~ Second day of December One thousand nine hundred and twenty four which is retained by the Vendors provided that such last mentioned persons shall use the said water only for agricultural or farming purposes and for domestic purposes in houses on that property occupied by persons engaged in agriculture or farming on that property except as aforesaid the Vendors shall not in future grant any right in connection with such water to any person other than as aforesaid without the consent of the Purchaser _____

2. THE Vendors shall so far as they are able and so far as it is within their control keep clean and free from impurities the water flowing into the said tank and shall keep in repair the said tank and the inflow the cost of such keeping clean and keeping in repair shall be borne (in proportion to the annual value of their holdings) between the Purchaser and the Vendors and any other person or persons who may be entitled to use the said water _____
3. IF at any time the Purchaser shall require a larger or additional tank or tanks either in addition to or in substitution for the existing tank the Purchaser may at his own cost erect the same as near to the ~ existing tank as possible or suitable provided that such tank or tanks shall be so constructed that each party entitled to use water shall obtain water therefrom at the same level and by pipes of an equal ~ Diameter _____
4. EITHER party shall be entitled to construct a separate outlet and line of pipes so as to take water from the existing tank or any additional or substituted tanks by an outlet of not more than two inches diameter and at the same level as the outlet of the other but until either ~ party shall so construct a separate outlet and line of pipes the ~ existing outlet and line of pipes may be used by all parties entitled to use the water as aforesaid and each party may make new and continue to use the existing branch connections with or continuations of such pipe but no such new branch connection or continuation shall exceed two ~ inches in diameter _____
5. IF either party shall so construct a separate outlet and line of pipes they shall so construct and maintain them that the said water may be conveyed from the said tank to the place where the water may be used without waste _____

6. SO far as any such outlet or line of pipes may be used exclusively by one party the cost of laying and maintaining the same shall be borne by the party using the same so far as any outlet or any part of such pipes is now or shall hereafter be used jointly by more than one party the cost of any such work relating to such part shall be borne by the parties using the same in proportion to the annual value of their holdings
7. IF either party shall fail to perform any act or do any work which ought to be done under these provisions the other party shall not be entitled to recover damages for any loss resulting from such neglect but shall be entitled to do the act or work so omitted to be done and to recover the cost thereof or a proportionate part thereof as the case may be from the party who so failed

THE THIRD SCHEDULE HEREBEFORE REFERRED TO

22nd September 1914 INDENTURE of this date made between Thomas Henry Carlton Levick and Basil Charles Fothergill (1) Ethel Mary Alice Crawhall Wilson (2) Ann Cecilia Elfigyva Walton-Wilson (3) and Laline Isolda Walton-Wilson (4)

23rd September 1914 INDENTURE of this date made between Margaret Wilson (1) and Laline Isolda Walton-Wilson (2)

24th September 1914 INDENTURE of this date made between Laline Isolda Walton-Wilson (1) Hugh Wilson Walton Wilson (2) and the Right Honourable John Standish Surtees Prendergast Viscount Gort George Standish Gage Craufurd Walter John Crawhall and the Reverend Robert O'Donelan Ross-Lewin (3)

25th September 1914 INDENTURE of this date made between Laline Isolda Walton-Wilson (1) Hugh Wilson Walton-Wilson (2) and Anne Cecilia Elfigyva Walton-Wilson (3) with receipt endorsed thereon dated the 27th October 1916

27th October 1916 INDENTURE of this date made between the Right Honourable John Standish Surtees Prendergast Viscount Gort George Standish Gage Craufurd Walter John Crawhall and the Reverend Robert O'Donelan Ross-Lewin (1) Anne Cecilia Elfigyva Walton-Wilson (2) Laline Isolda Walton-Wilson (3) and Hugh Wilson Walton-Wilson (4)

2nd December 1924 INDENTURE of this date made between Laline Isolda Grump (1) and the Vendors (2)

SIGNED SEALED AND DELIVERED by the said

ROBERT WILLIAM BRIGHT in the presence

of:-

Robert William Bright

*John W. Jackson
High Court Walls
Alto.
F. W. W.*

SIGNED SEALED AND DELIVERED by the said

MARY BRIGHT in the presence of:-

} Mary Bright

Sarah Lougth Smith

Farmer's Wife

Load Burn. Alston Cumberland

SIGNED SEALED AND DELIVERED by the said

THOMAS STRATFORD SCOTT in the presence

of:-

} T. A. Scott.

James Scott
"Island Cottage"
Newbury Alston, Cum.
Manchester

DATED

30th April

1938.

MR. & MRS. BRIGHT

— to —

MR. T. S. SCOTT

CONVEYANCE

of freehold land etc. situate lying
and being at Nent Hall in the Parish
of Alston in the County of Cumberland.

99

S. S. TINDLE & BULLER,
SOLICITORS,
SOUTH SHIELDS.



SCALE 1/2500 TH

