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Title Number ND164804

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SEQ182

INLAND REVENUE
REGISTERED
- 7. DEC. 1982
FINANCE ACT 1981

THIS CONVEYANCE is made the *twenty fourth* day of *November* One thousand nine hundred and eighty two BETWEEN RICHARD MURROUGH WILSON of Cross House Westgate Road Newcastle upon Tyne Solicitor and SIMON ROLAND LIDDELL HEBELER of 38 Mosley Street Newcastle upon Tyne aforesaid Stock Broker (hereinafter called "the Vendors") of the one part and JOHN JAMES CROMPTON of 10 Tilbury Road Thorney Close Sunderland in the County of Tyne and Wear (hereinafter called "the Purchaser") of the other part

WHEREAS:-

- (1) The Vendors are seised of the property hereinafter described in fee simple in possession free from incumbrances as trustees upon trust to sell the same ~~and to stand possessed of the net proceeds of sale and the net rents and profits until sale upon trust for themselves as joint tenants~~ *Burn 556*
- (2) The Vendors in execution of the said trust for sale have agreed with the Purchaser for the sale to him of the said property at the price of Eight thousand five hundred pounds

NOW THIS DEED WITNESSETH as follows:-

- 1. IN pursuance of the said agreement and in consideration of the sum of Eight thousand five hundred pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as trustees hereby convey unto the Purchaser ALL THAT property (hereinafter called "the property") described in the First Schedule hereto TOGETHER with the rights specified in the Second Schedule hereto but EXCEPT AND RESERVED and SUBJECT as mentioned in the Third Schedule hereto and to the stipulations set out in the Fourth Schedule hereto TO HOLD the same unto the Purchaser in fee simple
- 2. THE Purchaser hereby covenants for himself and his successors in title with the Vendors and their successors in title to the intent that this covenant shall be binding so far as may be on the owner for the time being of the property and shall enure for the benefit and protection of so much of any adjoining or neighbouring land of the Vendors capable of being so benefitted or protected as remains for the time being unsold and any part or parts thereof (hereinafter called "the said Estate") that the Purchaser will from time to time and at all times hereafter observe and perform and be bound by the stipulations set out in the Fourth Schedule hereto PROVIDED that the Vendors and their successors in title owners for the time being of the said



COPY

Estate may at the request of the Purchaser or the person deriving title under him release or vary any of the said restrictions or stipulations and that nothing herein contained shall impose any restriction on the manner in which the Vendors or the persons deriving title under them may deal with the whole or any part of the said Estate or be otherwise deemed to create a building scheme for the said Estate or any part thereof and no Purchaser for value of any part of the said Estate shall be entitled to enforce the benefit of this covenant unless it has been expressly assigned to him

3. THE Vendors hereby acknowledge the right of the Purchaser to production of the deeds and documents set out in the Fifth Schedule hereto and to delivery of copies thereof ~~and undertakes with the Purchaser for the safe custody of the same~~ JJE/Am

4. 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 Twenty five thousand pounds

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

THE FIRST SCHEDULE

(Particulars of "the Property")

ALL THAT piece of land situate at Allenheads in the County of Northumberland shown edged red on the plan hereto annexed together with the dwellinghouse and outbuildings thereon erected known as Rose Cottage Allenheads aforesaid

THE SECOND SCHEDULE

(Rights or easements to be granted to the Purchaser)

The right in common with the Vendors and other persons entitled thereto of access and egress to and from the property over and along the track shown coloured orange on the plan at all times and for all purposes connected with the use and enjoyment of the property used for the purposes permitted by the Fourth Schedule hereto and not otherwise together with the right for the Purchaser at his own expense but subject to prior written approval of the Vendors Agent to repair or improve such track to such extent as the Purchaser may wish for his own purposes but without any right of contribution from the Vendors to any such expense or in respect of the use of the track by the Vendors or their tenants of other properties

or any other persons authorised by them

THE THIRD SCHEDULE

(Exceptions, Reservations and Subjections)

- (a) The exceptions of all such (if any) of the mines and minerals under the property as the Vendors are unable to dispose of and all rights and powers belonging to any owner of the mines and minerals so excepted or of any other mines or minerals in or over the property but so that the Purchaser shall be entitled to the benefit of all (if any) rights of compensation which the Vendors may have in respect of damage caused by the exercise of such rights and powers whether such damage has accrued before or after the date of the Conveyance or Transfer to the Purchaser
- (b) The exception and reservation to the Vendors in fee simple of:-
- (i) All other mines quarries minerals and substances as well opened as unopened within and under the property with all necessary or convenient powers for winning working and carrying away the same and any other mines quarries minerals and substances whatsoever and of making drifts tunnels aircourses and watercourses within and under the property and of using the same drifts tunnels aircourses and watercourses for any purpose whatsoever and without any obligation to leave any support for the surface of the property or any buildings now or hereafter being thereon reasonable compensation being paid to the Purchaser for injury (except as regards mere subsidence or lowering not accompanied or followed by actual damage) done in the exercise of all or any of the aforesaid powers to the surface of the property or to any buildings now or hereafter being therein Provided always that no person or persons shall be personally liable under the provision hereinbefore contained to make such compensation as aforesaid except the person or persons who in exercise of any of the reserved powers shall do or occasion such injury
- (ii) Full and free right as incident to their ownership or occupation of any adjoining or neighbouring land of using any pipes drains sewers wires and cables as may now exist in over or under the property or any part thereof with all necessary or convenient rights of entry in connection with such rights

(c) Subject to:-

- (i) All liabilities rights of way water and drainage and other easements (if any) affecting the same and without any obligation on the part of the Vendors to define the same
- (ii) All matters registered or capable of registration in any register of Local Land Charges and to all orders proposals schemes notices or requirements whatsoever of any competent authority affecting the property
- (iii) The exception reservations and subjections contained or referred to in a Deed of Appointment dated the Twenty sixth day of March One thousand nine hundred and seventy nine between Ian/ Joicey Dickinson and Baron Westbury of the one part and the Vendors of the other part
- (d) Save as to such rights or easements (if any) as may be hereby expressly granted the Purchaser shall not acquire any rights or easements over any adjoining or nearby land retained by the Vendors which would restrict the free use thereof for building or any other purpose

THE FOURTH SCHEDULE

(Covenants to be imposed on the Purchaser)

- (a) No part of the property shall be used (i) otherwise than as a private dwellinghouse occupied by one family only (ii) as an inn or alehouse or for the sale or disposal in any manner (including sale or disposal to members of a club or others) of wines spirits or malt liquors (iii) as a caravan park or site (iv) as a hotel or guest house or (v) in any manner or for any purpose from which any nuisance or annoyance may arise to any adjoining or neighbouring land of the Vendors or to the neighbourhood
- (b) The Purchaser shall for ever hereafter maintain good and sufficient stock-proof fences on all the boundaries of the property

THE FIFTH SCHEDULE

(Acknowledgement for deeds and documents)

Date	Document	Parties
13th May 1957	ASSENT	Douglas Elliott Braithwaite Third Viscount Ridley Colin Buist (1) and Third Viscount Ridley Douglas Elliott Braithwaite (2)
1st February 1965	DEED OF APPOINTMENT	Douglas Elliott Braithwaite (1) and Fourth Viscount Ridley (2)
31st December 1977	DEED OF APPOINTMENT	Douglas Elliott Braithwaite Fourth Viscount Ridley (1) and Ian Joicey Dickinson Fifth Baron Westbury (2)

26th March 1979

DEED OF APPOINTMENT

Ian Joicey Dickinson Fifth Baron
Westbury (1) and the Vendors (2)

AND SEALED AND DELIVERED)
)
the said RICHARD MURROUGH)
)
IN the presence of:)



D. Graham

SECRETARY WITH
DICKINSON DEES
CROES HOUSE
WESTGATE ROAD
NEWCASTLE UPON TYNE
NE99 1SB

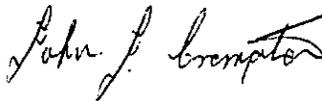
AND SEALED AND DELIVERED)
)
the said SIMON ROLAND LIDDELL)
)
IN the presence of:)



Michael W. W.

*Warrick Grove,
Horsfield, Hexham
Stockland*

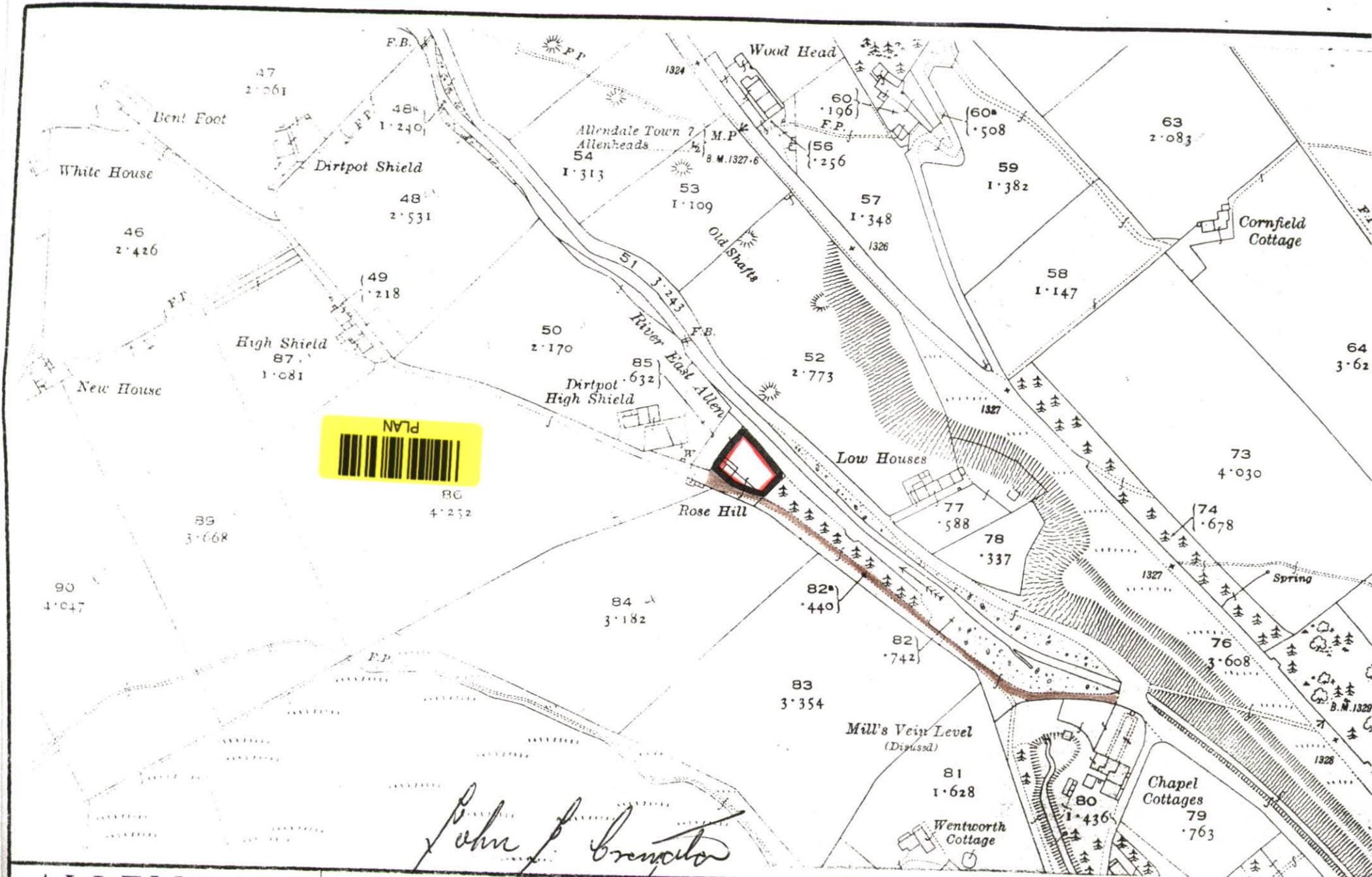
AND SEALED AND DELIVERED)
)
the said JOHN JAMES CROMPTON)
)
the presence of:)



S. A. Adams

St. John's

Simon's



John J. Brando

**ALLENDALE
ESTATES**

Rose Hill Cottage, Allendale.

SHEET No N CX1. 12
SCALE 1:2500
DATE 0.8.89