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Title Number ND164804

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10th March 1979 APPOINTMENT between IAN JOICEY DICKINSON of Cross House Westgate  
 Road Newcastle upon Tyne Solicitor and THE RIGHT HONOURABLE DAVID  
ALAN FIFTH BARON WESTBURY of Barton Cottage Malton North Yorkshire  
 (thereinafter called "the Appointors") of the one part and RICHARD  
MURROUGH WILSON of Cross House aforesaid Solicitor and SIMON  
ROLAND LIDDELL HEBELER of 38 Mosley Street Newcastle upon Tyne  
 Stock Broker (thereinafter called "the New Trustees") of the other  
 part

RECITING

- (1) This Deed was SUPPLEMENTAL to the Assent on trust for sale (thereinafter called "the Principal Deed") and Appointments of New Trustees specified in the First Schedule
- (2) The property ("the Scheduled Property") specified in the Second Schedule was then part of a separate fund known as "Mark's 1979 Fund" held on trusts distinct from those relating to other parts of the property subject to the trusts of the Principal Deed
- (3) The Appointors were desirous of being discharged from such of the trusts of the Principal Deed as relate to the Scheduled property and of appointing the New Trustees to be trustees of the Principal Deed so far only as regards the Scheduled Property

IT WAS WITNESSED as follows:-

1. IN exercise of the power vested in them by the Trustee Act 1925 and of all other powers the Appointors thereby APPOINTED the New Trustees to be trustees of the Principal Deed in the places of the Appointors so far only as regards the trusts of the Scheduled Property



SEQ181

*examined as  
above  
Richard Wilson Deeds*



COPY

2. ACKNOWLEDGEMENT by the Appointors of right of New Trustees to production of documents in the First Schedule

THE FIRST SCHEDULE

The before abstracted Assent dated the 13th May 1957

The before abstracted Appointments dated the 1st February 1965 and the 31st December 1977

THE SECOND SCHEDULE

(The Scheduled Property)

(Mark's 1979 Fund)

Certain parts of the Allendale Estate in the County of Northumberland shown coloured round with red on the large plan annexed thereto (parts of the boundaries thereof being also shown on a larger scale on the small plans numbered 1 to 6 annexed thereto) and comprising:-  
(inter alia)

HOUSES COTTAGES ETC.

	<u>Hereditament</u>	<u>Tenant</u>
A178	Rose Cottage	Mrs. M. Hewitson

TOGETHER WITH

- (i) the benefit of any easements reservations restrictive covenants or rights of compensation or other rights which may exist in respect of or be capable of benefitting any of the said properties
- (ii) All rights of fishing and taking fish with rights of access ancillary thereto reserved to the Appointors or any of their predecessors in title out of any property formerly comprised in the Allendale Estate

SUBJECT TO all liabilities rights of way water and drainage and other easements (if any) affecting the said properties

EXCEPT AND RESERVED to the Appointors in fee simple

- (i) All mines quarries and minerals (other than coal and mines of coal) as well opened as unopened within and under the said properties with all necessary or convenient powers for winning working and carrying away the same and any other mines quarries and minerals 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 said properties or any buildings now or hereafter being thereon reasonable compensation being paid 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 said properties or to any buildings now or hereafter being thereon 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) All sporting rights (other than fishing rights) including all game wildfowl woodcocks snipe (including the nests and eggs of the same) hares and rabbits deer and vermin (subject only to the provisions of the Ground Game Acts 1880 to 1906) with the exclusive right of preserving hunting shooting coursing sporting and taking the same and of authorising others to do so Together with all necessary rights of entry for all such purposes and for the purpose of killing foxes and all other types of vermin

DULY EXECUTED and attested

MEMORANDUM endorsed on Assent of the Thirteenth day of May One thousand nine hundred and fifty seven as to the above Appointment of New Trustees

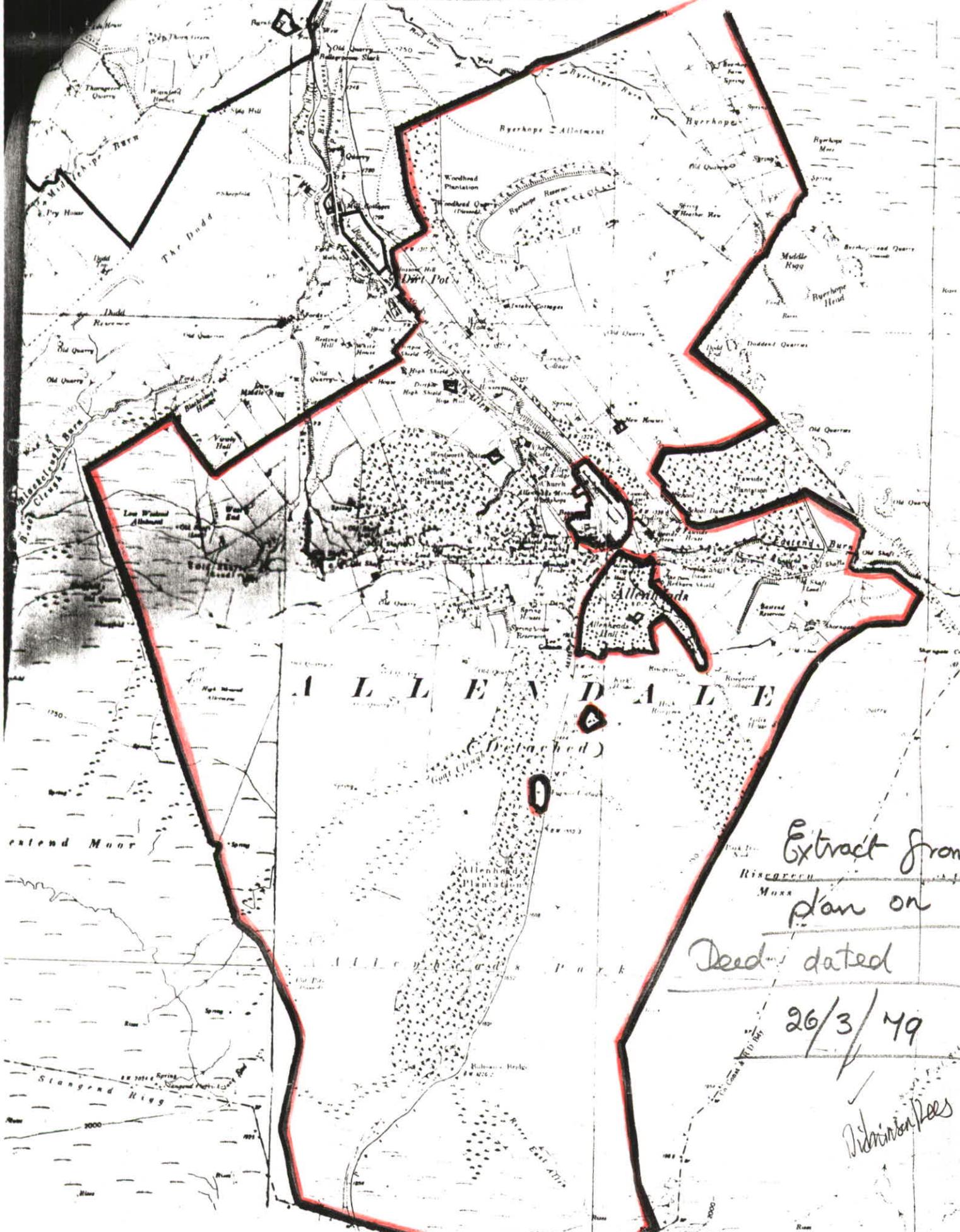
COPY MEMORANDUM ENDORSED ON DEED OF APPOINTMENT DATED 26th MARCH 1979

<u>Date</u>	<u>Nature of Document</u>	<u>Purchaser or Grantee</u>	<u>Property</u>	<u>Remarks</u>
24th November 1982	CONVEYANCE	John James Crompton	Rose Cottage, Allenheads, Northumberland	Minerals and other rights reserved. Right of way granted

*Certified as a true  
Copy of the Memorandum  
endorsed*

*Williamson Deas  
29.11.82*

Z  
R/FU/8-12/HW  
24.7.79.



Extract from  
 Research  
 Map  
 plan on  
 Deed dated  
 26/3/49  
 Robinson Dees

**Inches to One Mile**

