

DATED 27th April 1953

C. W. JAMES Esq.

to

V. L. BENSON Esq.

WAYLEAVE AGREEMENT

relating to

the supplies of Water and Electricity
and Right of Way over the Rudchester
Estate Heddon in the County of
Northumberland

Davies Bell & Co.
Newcastle upon Tyne



THIS DEED is made the *Twenty seventh* day of *April* One thousand nine hundred and fiftythree BETWEEN
CHRISTIAN WILFRID JAMES of Hawkwell Stamfordham in the County of
Northumberland Gentleman (hereinafter called "the Grantor") of the one
part and VICTOR LESLIE BENSON of Rudchester House Heddou in the
County of Northumberland Company Director (hereinafter called "the
Grantee") of the other part _____

WHEREAS :-

1. The Grantee is seised in fee simple in possession free from
incumbrances of the piece of land and messuage which is coloured round
with blue on the plan Number 1 attached hereto and the Grantor is
seised for a like estate of the remainder of the land shown upon the
said plan and known as the Rudchester Estate _____

2. The Parties hereto have recently agreed for the supply of
water for a house proposed to be erected upon the Grantee's land and
for a supply of electricity from the existing main supply and for a
right of way as hereinafter appear _____

NOW THIS DEED made in consideration of the perpetual yearly
rent and the yearly rents or sums hereinafter reserved and made payable
and of the covenants on the part of the grantee hereinafter contained
WITNESSETH that the Grantor hereby grants unto the Grantee as follows:-

1. Full right and liberty forthwith to lay down one iron pipe
not exceeding _____ inches in bore of such strength and so
jointed in every part as not to permit the escape of any water passing
through the same within and under the Grantor's land from the existing
Tank situate in the farm building of Rudchester Farm (marked for
identification purposes "A" on the plan Number 1 attached hereto) to
the point marked "B" also marked upon the said plan the position whereof
is shown by a Red line on the said plan and to be laid at such depth
from the surface as will protect the said pipe from frost and secure the
same against any agricultural operations connected with the surface
TOGETHER WITH the right to use any existing water pipe or pipes belonging
to the Grantor which may be at present laid in any part of the said
pipe-line hereby licensed TOGETHER ALSO and with right and liberty
(subject as hereafter) during the continuance of this licence to receive
from the said Tanks (marked "A") and convey through the said pipe to
the said proposed dwellinghouse such an amount of water as may be
required for the domestic purposes of the said dwellinghouse and not for

any other purpose (subject to the proviso hereinafter contained) with liberty from time to time during the continuance of this licence to inspect take up cleanse repair remove and replace the said pipe or any part thereof entering upon and perambulating over the land adjoining and through which the said pipe shall pass doing as little damage as possible to the said land and making compensation for all damage that may be done PROVIDED ALWAYS that the Grantee shall only be entitled to a supply of water through the said pipe from the said Tank so long as the supply of water from the said Tank to the Grantor's farm house or houses and buildings and the Manor house at Rudchester aforesaid shall not be affected so that at least five hundred gallons of water shall always remain in storage in the said tank for use of the grantor's said buildings PROVIDED ALSO that in the event of a main water supply being provided to either of the said properties by the Newcastle and Gateshead Water Company or any other such Authority then the Grantee shall make the necessary connection with the said main water supply and in this event this clause shall be amended so as to delete the liberty to take water from the tanks as aforesaid and all provisions in connection therewith but the right to maintain the said pipe-line shall remain unaffected TO HOLD the rights and liberties by this clause hereby granted and subject to the said proviso unto the Grantee and his successors in title the owners for the time being of the said piece of ground coloured round with blue on the said plan attached hereto henceforth in perpetuity or until revocation or discontinuance thereof by the Grantee as hereinafter provided Paying therefore to the Grantor at the rate of two shillings per each thousand gallons as registered upon a meter to be affixed at the Grantee's expense as shewn by the readings of such meter to be taken on the usual quarter days PROVIDED ALWAYS that in the event of a main water supply being provided as aforesaid then the said water rate shall cease to be payable but in lieu thereof the Grantee shall pay to the Grantor the perpetual yearly rent of two shillings and sixpence per annum in respect of the said licence to maintain the said pipe-line as aforesaid.

2. Full right and liberty forthwith to lay down an electric supply cable and conduit containing the same of sound waterproof material within and under the Grantors land from the existing main supply terminal point (marked for identification purposes "C" on the plan Number 1 attached hereto to the said point marked "B" the position

whereof is shewn by a green line on the said plan and to be properly insulated and laid at such depth from the surface as to be secure against any agricultural operations as aforesaid TOGETHER ALSO with the right to use any existing conduit or cable belonging to the Grantor in a similar manner to that mentioned in Clause 1 hereof and Together with liberty in respect of inspection and maintenance as provided also in Clause 1 hereof TO HOLD the said rights and liberties by this clause granted unto the Grantee and his successors in title the owners for the time being of the said piece of land coloured round with blue as aforesaid henceforth in perpetuity or until revocation or discontinuance thereof by the Grantee as hereinafter provided Paying therefor to the Grantor the perpetual yearly rent of two shillings and sixpence on the day of _____ in each year

The said cable shall pass through the hut already standing on the Grantors land and marked "D" on the plan Number 1 attached hereto and the Grantee shall have full right and liberty to instal meters and other equipment necessary for the proper supply of the electricity to the Grantees land in the said hut and the Grantee and his successors in title or his or their agents shall have the right to pass over the Grantors land and enter the said hut with or without workmen in order to maintain read inspect or repair the said meters equipment and hut provided always that the person or persons passing over the Grantors land for these purposes shall not damage the Grantors land or anything thereon _____

3. The right and liberty forthwith at all times to pass and repass with or without carts or other vehicles along and over the Grantors private road shewn upon plan Number 2 attached hereto and thereon hatched green TOGETHER WITH a right of access to such roadway over the piece of land immediately contiguous to and to the north of the said piece of land the property of the grantee as shown upon the said plan Number 2 attached hereto TO HOLD the said rights and liberties by this clause granted unto the Grantee and his successors in title the owners for the time being of the said piece of land coloured round with blue on the said plan Number 1 until revocation or discontinuance thereof as hereinafter provided but subject to the rights of the Grantor to use the said roadway or any part thereof in any manner in which he shall deem necessary or expedient in connection with his said Rudchester Estate and so that the Grantor shall be in no way responsible for the maintenance and repair of the surface of the said roadway or for damage caused thereto

by such user as aforesaid Paying therefor the perpetual yearly rent of two shillings and sixpence on the _____ day of _____ in each year _____

4. The Grantee hereby covenants with the Grantor that the Grantee and his successors in title will at all times hereafter during the continuance of this licence:-

- (i) Pay the said perpetual yearly rents or sums without any deduction on the dates when the same respectively fall due _____
- (ii) Pay all rates and taxes (if any) which may be imposed in respect of the rights hereby granted _____
- (iii) Exercise the respective rights hereby granted in such manner as to do as little damage as possible to the property of the Grantor _____
- (iv) Forthwith from time to time repair and make compensation for all damage that may be caused by the exercise of the said respective licences or any of them _____
- (v) Keep the Grantor indemnified against all claims by any persons in respect of damage done by the said works or by reason of the escape of water or electricity due to want of repair _____
- (vi) Keep affixed in the property to be erected upon the Grantees land proper service taps for the supply of water and at all times maintain the same in good working order so as to prevent unnecessary waste of the said water supply _____

5. PROVIDED AND it is hereby agreed by and between the parties hereto:-

- (i) That the Grantor or his successors in title may terminate the right of way hereby granted at any time hereafter by giving to the Grantee or his successors in title six months previous notice in writing _____
- (ii) That the Grantee may at any time hereafter discontinue the licences and right of way hereby granted by giving to the Grantor or his successors in title twelve months previous notice in writing in respect of the said licences or six months' (as the case may be) previous notice in writing in respect of the said right of way PROVIDED that the Grantor shall be at liberty at any time to give to the Grantee twelve months notice to remove the said meters and other equipment from the said hut _____
- (iii) That notwithstanding any such notice as in the last previous

SIGNED
CHRIST

sub-clause relating to the said right of way having been given by the Grantor to the Grantee the Grantee shall be entitled to a right of way over so much of the said roadway only as shall allow the Grantee to construct a new road leading from and through the entrance to the Grantors road to the Grantees land as is cross hatched green upon the said plan Number 2 attached hereto

(iv) That if notice is given to revoke or to determine or discontinue such licenses as aforesaid the Grantee and his successors in title will before the expiration of the said notice remove the said pipes or conduits and restore the ground above and about the same to its former conditions and make good all damage done by the removal and that on or after the revocation determination or discontinuance of the licence hereby granted the said pipe or conduits if not so removed shall become and be the property of the Grantor or his successors in title but without prejudice to his or their right to recover from the Grantee and his successors in title damages for the non-removal thereof

(v) That if any part of the said yearly rent or sums respectively shall be in arrear and unpaid for twenty one days after the day for payment thereof or if there shall be a breach or non-observance of any of the covenants herein contained on the part of the grantee which shall not be remedied within twentyone days after notice thereof in writing to the Grantee the Grantor may revoke determine or discontinue the licences and rights herein contained or any of them but without prejudice to the rights and remedies of the Grantor under the provisions of this Deed _____

6. The Provisions of the Law of Property Act 1925 Section 196 shall apply to any notices to be given hereunder in the same manner as if the parties hereto were respectively lessor and lessee within the meaning of that section _____

7. 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 parties hereto have set their hands and seals the day and year first hereinbefore written _____

SIGNED SEALED AND DELIVERED by the said
CHRISTIAN WILFRID JAMES in the presence of: }

D. Appleby,
Stamfordham
Newcastle upon Tyne.

W. James

SIGNED SEALED and DELIVERED by the said }
VICTOR LESLIE BENSON in the presence of:- }

Victor L. Benson

J. L. Curran
Shickel
Minister of Justice

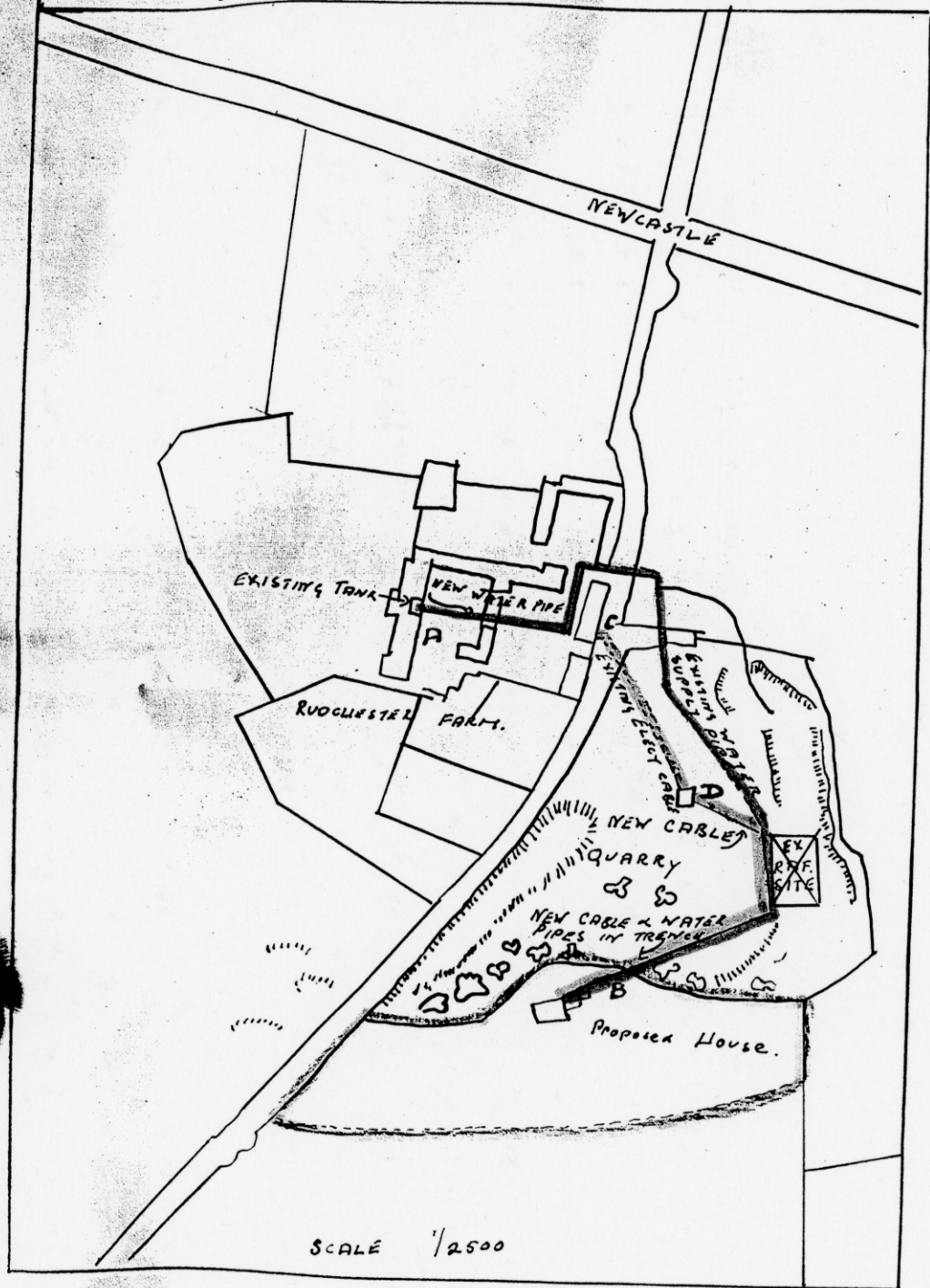


PLAN No. 1.

DATED

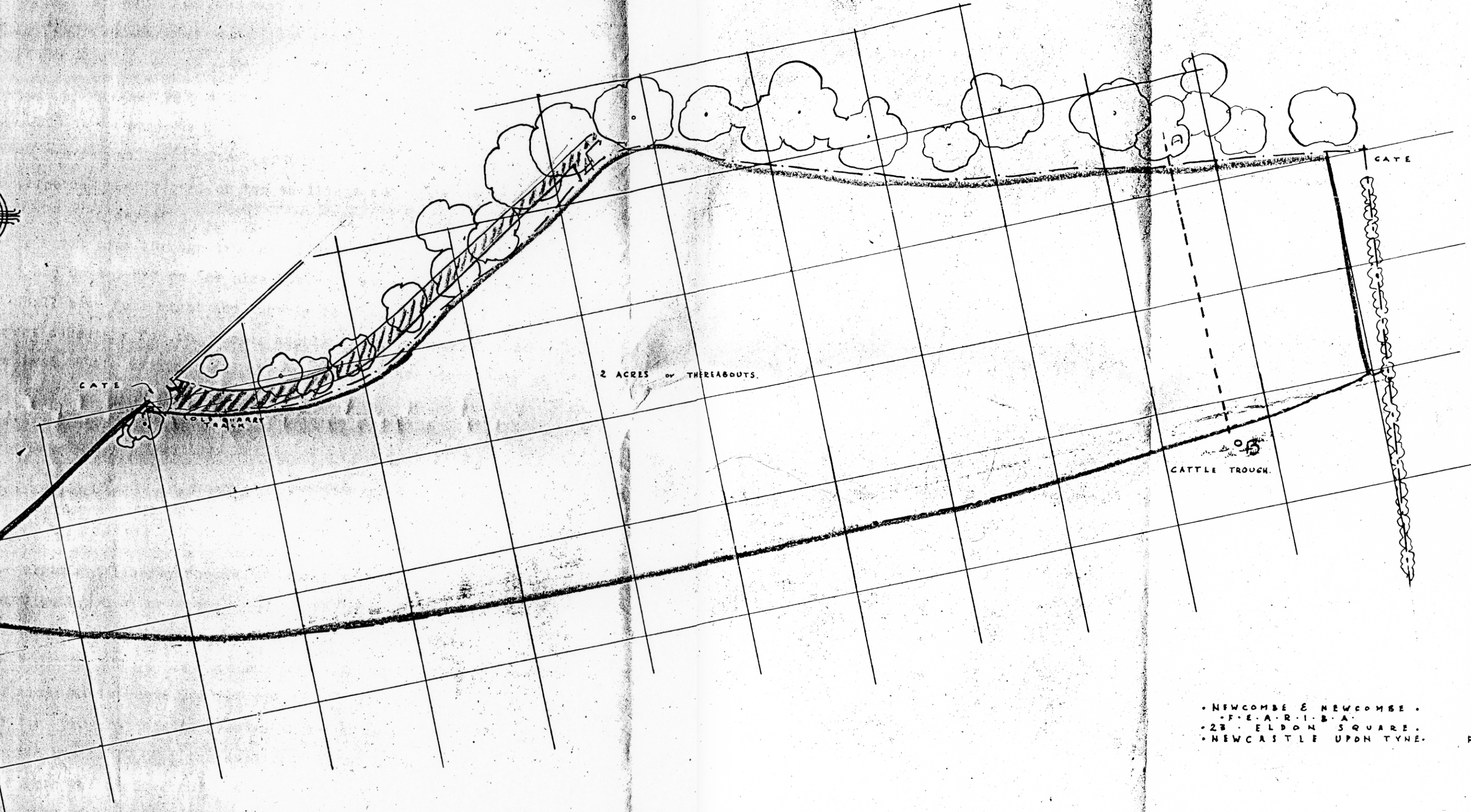
27th June 1953

C. W. JAMIES Esq.



SCALE 1/2500

H E S T E R . N O R T H U M B E R L A N D .



2 ACRES or THEREABOUTS.

CATTLE TROUGH.

• NEWCOMBE & NEWCOMBE •
• F. E. A. R. I. B. A. •
• 23 ELDON SQUARE •
• NEWCASTLE UPON TYNE •

C A L E : 1 / 500