

DATED 17th July 1967

TOM JAMES ESQ.

-to-

MR. & MRS. P.G. HODGKINSON

Stamp 5/-
denoted Stamp (10/-)

9

COUNTERPART/

DEED OF EXCHANGE

relating to freehold property situate at
Rudchester Heddon-on-the-Wall in the
County of Northumberland

S/BL

Dickinson Miller & Turnbull,
Solicitors,
Newcastle upon Tyne, 1.

22/7

Stamp 5/-
denoted stamp

DS 10/80
19-7



SHAW & SONS LTD.
Law Stationers &c.
FETTER LANE,
LONDON, E.C.4.



This

DEED OF EXCHANGE is made the

Seventeenth

day of July One thousand nine hundred and sixty seven BETWEEN TOM JAMES of Hawkwell Stamfordham in the County of Northumberland (hereinafter called "Mr. James") of the one part and PETER GEOFFREY HODGKINSON of Quarry House Rudchester Heddon-on-the-Wall Northumberland aforesaid and FLOSSIE LILIAN HODGKINSON his Wife (hereinafter called "Mr. & Mrs. Hodgkinson") of the other part

WHEREAS:-

- (1) Mr. James is seised in fee simple in possession of the property described in the First Schedule hereto free from incumbrances
- (2) Mr. & Mrs. Hodgkinson are seised in fee simple in possession of the property described in the Second Schedule hereto subject to the covenants and conditions hereinafter mentioned but otherwise free from incumbrances
- (3) Mr. James and Mr. & Mrs. Hodgkinson have agreed to exchange their respective properties

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the Conveyance hereinafter made by Mr. & Mrs. Hodgkinson to Mr. James Mr. James as beneficial owner hereby conveys unto Mr. & Mrs. Hodgkinson ALL THAT the property described in the First Schedule hereto TO HOLD the same unto Mr. & Mrs. Hodgkinson in fee simple
2. MR. & MRS. HODGKINSON hereby jointly and severally covenant with Mr. James for the benefit of the adjoining or neighbouring property of Mr. James at Rudchester including the property hereby conveyed to him (and provided that no Purchaser for Value of the said property or any part thereof shall be entitled to enforce the benefit of this covenant unless it has been expressly assigned to such Purchaser) in manner set out in the Third Schedule hereto
3. IT IS HEREBY AGREED AND DECLARED that Clause 3 of a Conveyance dated the Fourth day of April One thousand nine hundred and sixty seven made between Mr. James of the one part and Mr. & Mrs. Hodgkinson of the other part shall henceforth be read and construed as if the expression "Part O. S. 2100 hereby conveyed" had referred to that part of O. S. 2100 that shall belong to Mr. & Mrs. Hodgkinson after the execution of these presents
4. MR. & MRS. HODGKINSON declare that they are joint tenants in equity and that the Trustees for Sale of the property described in the First Schedule hereto shall have powers to deal with it equal to those of a sole beneficial owner but so that these extended powers shall be exercisable only during the period of eighty years from the date hereof
5. MR. JAMES hereby acknowledges the right of Mr. & Mrs. Hodgkinson to production of the documents of title specified in the Fourth Schedule hereto and to the delivery of copies

thereof and hereby undertakes for the safe custody thereof

6. IN consideration of the Conveyance hereinbefore made Mr. & Mrs. Hodgkinson as Trustees hereby convey unto Mr. James ALL THAT the property described in the Second Schedule hereto TO HOLD the same unto Mr. James in fee simple SUBJECT to the covenants and conditions contained in the said Conveyance dated the Fourth day of April One thousand nine hundred and sixty seven so far as the same are still subsisting and capable of taking effect and affect the property described in the Second Schedule hereto

7. MR. JAMES hereby covenants with Mr. & Mrs. Hodgkinson by way of indemnity only to observe and perform the covenants and conditions contained in the said Conveyance dated the Fourth day of April One thousand nine hundred and sixty seven so far as aforesaid and to indemnify Mr. & Mrs. Hodgkinson against any liability resulting from their breach or non-observance

8. MR. & MRS. HODGKINSON hereby acknowledge the right of Mr. James to production of the said Conveyance dated the Fourth day of April One thousand nine hundred and sixty seven and to the delivery of copies thereof and hereby undertake for the safe custody thereof IN WITNESS whereof the persons parties hereto have hereunto set their respective hands and seals the day and year first above written

THE FIRST SCHEDULE

ALL THAT piece of land situate at Rudchester Heddon-on-the-Wall in the County of Northumberland containing 0.34 acres or thereabouts which is for the purpose of identification delineated on the Plan annexed hereto and thereon coloured blue EXCEPT AND RESERVED all such (if any) of the mines and minerals under the said property as Mr. James is 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 said property but so that Mr. & Mrs. Hodgkinson shall be entitled to the benefit of all (if any) rights of compensation which Mr. James 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 hereof

THE SECOND SCHEDULE

ALL THAT piece of land situate at Rudchester aforesaid containing 0.32 acres or thereabouts and for the purpose of identification delineated on the Plan annexed hereto and thereon coloured pink EXCEPT AND RESERVED all such (if any) of the mines and minerals under the said property as Mr. & Mrs. Hodgkinson 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 said property but so that Mr. James shall be entitled to the benefit of all (if any) rights of compensation which Mr. & Mrs. Hodgkinson 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 hereof

THE THIRD SCHEDULE

1. Mr. & Mrs. Hodgkinson or their successors in title shall not erect any buildings on the property described in the First Schedule hereto other than agricultural buildings or stabling
2. No trade business or manufacture or calling of any description other than agricultural shall be carried out on the said property and nothing shall be done or suffered thereon which shall be a nuisance or annoyance to any neighbouring resident or residents
3. No hoarding or other erection shall be at any time erected or placed or suffered to be on any part of the said property for the purpose of exhibiting any advertisement or notice other than such as relates to the selling or letting of the said property or any part thereof
4. Mr. & Mrs. Hodgkinson shall not allow any sand gravel or stone to be dug quarried or removed from the said property on a commercial basis

THE FOURTH SCHEDULE

- | | |
|-------------------|--|
| 9th August 1905 | <u>CONVEYANCE</u> between The Rev. Charles Woodhouse James (1) Christian Hugh Septimus James (2) Tom James (3) Effie Redesdale Stopford Sackville (4) Edward Castleton Holmes the younger and the said C. W. James (5) The Reverend Henry Chadwick Windley the said T. James and Lionel Richard Stopford Sackville (6) Frederick Woodhouse James and the said C. W. James (7) Henry Nicholas Middleton and George Anthony Fenwick (8) the said C. H. S. James (9) and The Rev. Richard Burdon (10) |
| 10th August 1905 | <u>DECLARATION</u> by the said C. H. S. James and R. Burdon |
| 21st August 1905 | <u>CONFIRMATION</u> by the Board of Agricultural and Fisheries |
| 11th August 1905 | <u>MORTGAGE</u> between the said C. H. S. James (1) and John Liddel Matthew Liddel and Charles Liddel (2) |
| 9th October 1952 | <u>TRANSFER OF MORTGAGE</u> between Sir Edward Pius Arthur Riddell (1) and Etheldreda Ellison (2) |
| 1st August 1939 | <u>ASSENT</u> by Christian Wilfrid James and George Francis Bell |
| 24th January 1958 | <u>ASSENT</u> by John Richard Nangreave Bell and Tom James |
| 3rd April 1967 | <u>STATUTORY RECEIPT</u> by Etheldreda Ellison |

SIGNED SEALED AND DELIVERED by the said)
)
TOM JAMES in the presence of:-)

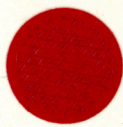
[Handwritten signature]
 Solicitor
 Newcastle on Tyne

[Handwritten signature in blue ink]

SIGNED SEALED AND DELIVERED by the said)
)
PETER GEOFFREY HODGKINSON in the)
)
 presence of:- *[Handwritten signature]*)

Mervin S. Rice,
 Saddler,
 London, Herts.

[Handwritten signature in blue ink: P. G. Hodgkinson]



SIGNED SEALED AND DELIVERED by the said)

FLOSSIE LILIAN HODGKINSON in the presence)

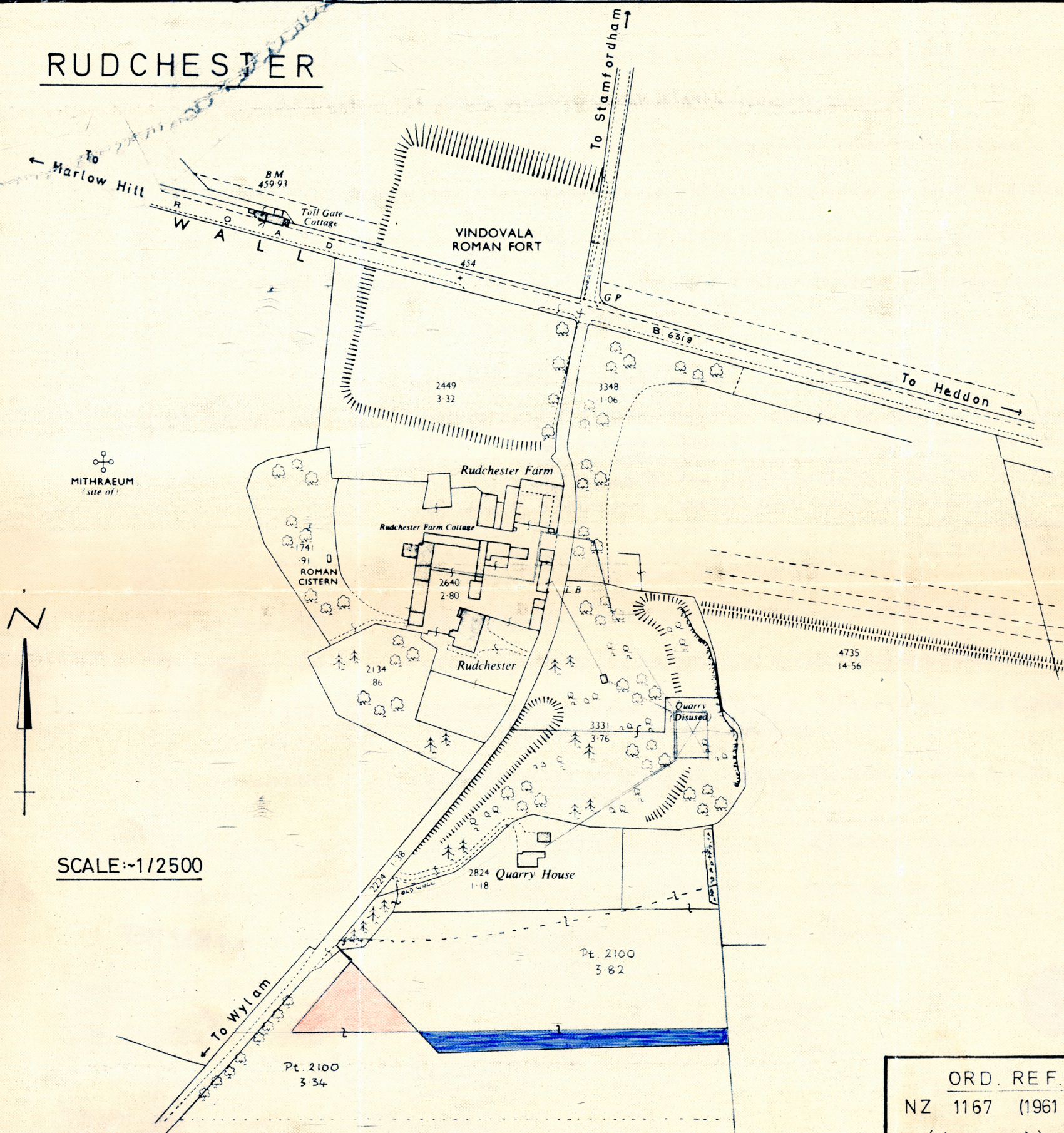
of:-

Mervin E. Pire,
Saddler,
Sandon, Herts.

Flossie L. Hodgkinson



RUDCHESTER



ORD. REF.
NZ 1167 (1961)
(Amended)