

Memorandum to be endorsed on Assent dated 24 January 1958

By a CONVEYANCE dated 1976 the within named Tom James conveyed to the Secretary of State for the Environment part of the land comprised in the within written Deed containing 17.82 acres in the Parish of Heddon-on-the-Wall

DATED 1st June 1976

T JAMES ESQ

- to -

THE SECRETARY OF STATE FOR  
THE ENVIRONMENT

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Draft

CONVEYANCE

- of -

freehold land in the Parish of Heddon-on-the-Wall in the County of Northumberland and easements

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TREASURY SOLICITOR  
C/T/76/529/RDH  
CNE225/1/27/010

THIS CONVEYANCE is made the *12<sup>th</sup>* day of  
*June* 1976 BETWEEN TOM JAMES

of  
*(Name)*  
a Squadron Leader in the Royal Air Force (hereinafter called 'the Vendor') of the one part and THE SECRETARY OF STATE FOR THE ENVIRONMENT (hereinafter called 'the Purchaser') of the other part

WHEREAS the Vendor is the estate owner in respect of the fee simple absolute in possession of the property described in the First Part of the First Schedule hereto and hereinafter called 'the said land' and of the land across which rights are hereby granted (hereinafter called 'the retained land') free from incumbrances

*Subject as herein mentioned but*  
*AND WHEREAS see above*

AND WHEREAS the Purchaser is authorised by the Highways Acts 1959 to 1971 to acquire the said land and the rights hereby granted and has agreed with the Vendor for the purchase of the fee simple of the said land and the said rights free from incumbrances for the sum of £28335 and in consideration of the covenant on the part of the Purchaser hereinafter contained

NOW in pursuance of the said agreement and in consideration of the sum of £28335 now paid by the Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges) THIS CONVEYANCE WITNESSETH as follows:

- 1 THE Vendor as beneficial owner hereby conveys unto the Purchaser ALL the said land AND SECONDLY the rights (hereinafter called 'the said rights') specified in the Second part of the First Schedule hereto to the intent that the said rights may be appurtenant to the road known as the Carlisle-Sunderland Trunk Road (including the said land) TO HOLD the same unto the Purchaser in fee simple

the said land together with other land (hereinafter  
called "the Vendor's other land") are subject to  
a Lands Improvement Charge in favour of  
the Lands Improvement Company under  
by virtue of an Absolute Order No. 12965  
executed by the Minister of Agriculture  
Fisheries and Food and dated  
in 19-<sup>th</sup> day of June 1953

AND WHEREAS it has been agreed that  
the Vendor should charge the Vendor's  
other land with the payment of all  
sums secured by the said Lands  
Improvement Charge - exonerating  
of the said land in manner  
hereinafter mentioned

James

195

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FOR the consideration aforesaid the Vendor hereby grants unto the Purchaser licence for the Purchaser and all persons authorized by him with or without workmen and others and with all necessary plant machinery and apparatus to enter on the land coloured green and numbered 3/1B on the plan numbered 1P/3/1 annexed hereto for the purpose of cleansing widening deepening and realigning Rudchester Burn

3 See *Plan*  
3  
4

IT is hereby agreed that the said purchase money includes compensation for and together with the carrying out by the Purchaser of the accommodation works hereinafter mentioned shall be deemed to be in full satisfaction of all claims by the Vendor on account of severance and depreciation of the adjoining property of the Vendor or otherwise howsoever arising by reason of the acquisition by the Purchaser of the said land and the said rights and the use thereof for the carrying out of his functions

5

THE Purchaser hereby covenants with the Vendor that if and so far as the works specified in the Second Schedule hereto have not already been carried out he will after he shall have commenced any operations of road construction or road improvement on the said land carry out to the reasonable satisfaction of the Vendor such works for the accommodation of the adjoining land of the Vendor which said works (other than temporary fencing) shall from the date hereof or from the date of the completion thereof whichever is the later form part of such adjoining land and the Purchaser shall not thereafter be liable to maintain the same

6 5

THE Purchaser hereby covenants with the Vendor that he will at all times keep in good repair any apparatus laid or constructed in exercise of the said rights and will pay to the Vendor or his

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It is hereby agreed and declared that  
all monies received by the said lands  
Improvement Charge shall nevertheless  
be charged exclusively upon and  
be payable out of the Vedni  
order land in exoneration of the  
said lands and (b) that the  
provisions of Section 77(2)(ii) of  
195 of the Law of Property Act 1925  
shall apply as if the said lands  
Improvement Charges were a rent  
charge.

successors in title or other the occupier for the time being of the retained land reasonable compensation for any damage done to any boundary walls or hedges or fences or any crops growing on the retained land by the exercise of the said rights the amount of such compensation in the event of any dispute to be settled by an arbitrator to be agreed between the parties in dispute or in default of agreement to be nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and subject to and in accordance with the Arbitration Act 1950 or any statutory modification thereof for the time being in force

7/6 THE Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Third Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and hereby undertakes with the Purchaser for the safe custody thereof

I N W I T N E S S whereof the Vendor has hereunto set his hand and seal and the Purchaser has caused his Corporate Seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

FIRST PART

ALL THOSE pieces of land together containing 17.82 acres or thereabouts situate in the Parish of Heddon on the Wall in the County of Northumberland and delineated and coloured pink on the plans numbered 1P/2/6 and <sup>1P/3/3</sup> 1P/3/1 annexed hereto and thereon numbered 2/8 <sup>3/2</sup> 3/1 and 3/7 TOGETHER with all such mines and minerals (if any)

under the said land as belong to the Vendor

SECOND PART

The Said Rights

- 1 Full and free right and liberty for the Purchaser and his successors in title and all persons authorised by him or them from time to time and at all times hereafter to lay construct maintain test inspect and use a pipe not exceeding 24" in diameter with a concrete headwall and apron for carrying surface water across the Vendor's neighbouring land in the position indicated by blue colouring and numbered 3/1A on the plan No 1P/3/1 annexed hereto together with the right from time to time to renew alter and remove all or any of the same
- 2 The like right at all times to enter upon and excavate so much of such neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned
- 3 The like right at all times to discharge surface water from the said Road by means of the said pipe into the Rutchester Burn at the southerly end of the retained land coloured blue

THE SECOND SCHEDULE

Accommodation Works

Plots 3/1 3/1A 3/1B and 3/7

FENCING

Provide

- (a) timber post and 4 rail fence with 2 strands of plain wire on the highway boundary
- (b) timber post and 4 rail fence with 2 strands of plain wire erected on the highway side of the French drain over the bog area only on the north side of the By-Pass

(c) concrete marker posts at 20m centres to mark the highway boundary

(d) 1.53m high timber post and 5 rail fence to cattle holding pens at Houghton Moor Rudchester Farm

#### GATES

Provide (a) 1 No 12' wide timber field gate on timber posts

(b) 3 No 14' wide double timber field gates on steel posts

(c) 1 No 14' wide double timber field gate (10'x4') with removeable clapping post

#### ACCOMMODATION ROAD

Provide 12' wide accommodation road unfenced with turning bay at Houghton Moor

Construction: 12" thickness of sub-base material surface dressed

#### AGRICULTURAL CROSSING

Provide 21' long x 36" diameter piped crossing of Rudchester Burn at Houghton Moor (pipe to have 12" thickness concrete surround and ramped at sides to suit existing ground levels)

#### DUCTS

Provide 4" diameter ducts under the new carriageway in OS Parcel 9948 and OS Parcel 0022 to be maintained by the Purchaser

#### DRAINS

Connect all intercepted field drains to the highway drainage system

#### TROUGHS

Provide (a) double cattle drinking trough in hedge/fence line between OS Parcels 0022/6200 with  $\frac{1}{2}$ " diameter alkathene piped water supply from the main in the Military Road B.6318 (meter required)



(b) double cattle drinking trough in hedge/fence line between OS Parcels 8700/9700 with  $\frac{1}{2}$ " diameter alkathene piped water supply from double trough in OS Parcels 0022/6200

(c) double cattle drinking trough in hedge/fence line between OS Parcels 9948/1266 with  $\frac{1}{2}$ " diameter alkathene piped water supply from the main in the A 69 (meter required)

(d) double cattle drinking trough in fence line between OS Parcels 1266/1987 with  $\frac{1}{2}$ " diameter alkathene piped water supply from double trough in OS Parcels 9948/1266

(e) single cattle drinking trough in the west side of OS Parcel 6200 with  $\frac{1}{2}$ " diameter alkathene piped water supply from trough in hedge line of OS Parcel 1266/1987

Plots 2/8 and 3/2

Provide timber post and  $\frac{1}{4}$  rail fence on new highway bound with 2 strands of plain wire on new highway boundary

Connect all intercepted field drains to the highway drainage system

THE THIRD SCHEDULE

Documents retained by the Vendor

<u>Date</u>	<u>Document</u>	<u>Parties</u>
9 August 1905	CONVEYANCE	C W James (1) C H S James (2) T James (3) H R S Sackville (4) E C Holmes and the said C W James (5) H C Windley the said T James and L R S Sackville (6) F W James and the said C W James (7) H N Middleton and G A Fenwick (8) the said C H S James (9) and R Bowdon (10)
10 August 1905	DECLARATION	by the said C H S James and R Bowdon
11 August 1905	MORTGAGE (with vacating receipt endorsed dated 3 April 1967)	C H S James (1) J Liddell H Liddell and C Liddell (2)

6 January 1939	PROBATE OF WILL	the said C H S James deceased
1 August 1939	ASSENT	C W James and G F Bell (1) C W James (2)
9 October 1952	TRANSFER of MORTGAGE	E P A Riddell (1) E Ellison (2)
26 August 1955	PROBATE of WILL	C W James deceased
24 February 1958	ASSENT	J R N Bell and the Vendor (1) the Vendor (2)

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

*T. James*

*Jr Stone  
Mudchester Jan  
Holder in law*

THE CORPORATE SEAL of the )  
SECRETARY OF STATE FOR THE )  
ENVIRONMENT hereunto affixed )  
is authenticated by: )

Authorized by the Secretary of State