

Land Registry  
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THIS CONVEYANCE is made of the One of the said nine hundred and eighty ONE BETWEEN ARTHUR HEYWOOD CHARLESWORTH of West Quarter Hexham Northumberland and JOHN ROWLAND DAVIES of 3 Shaws Park Hexham aforesaid (hereinafter called 'the Vendors') of the one part and WHITCHESTER FARM LIMITED whose registered office is situate at Frankham Farm Newbrough Hexham Northumberland (hereinafter called 'the Purchaser') of the other part  
WHEREAS:-

- (1) The Vendors are seised of the property hereinafter described (together with other property) for an estate in fee simple in possession free from incumbrances
- (2) The Vendors hold the said property upon the trusts declared by a Conveyance dated 12th June 1979
- (3) The Vendors in execution of the said trust for sale have as trustees agreed with the Purchaser for the sale to it of the said property for the said estate at the price of Two hundred and forty six thousand and five hundred pounds (£246,500)

NOW THIS DEED WITNESSETH as follows:-

- 1. In consideration of the sum of Two hundred and forty six thousand and five hundred pounds (£246,500) 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 the property described in the First Schedule hereto TOGETHER WITH the rights mentioned in the Second Schedule SUBJECT TO the rights excepted and reserved in the Third Schedule TO HOLD the same unto the Purchaser in fee simple SUBJECT TO the covenants and conditions contained in the documents listed in the Fourth Schedule hereto so far as the same are still subsisting and capable of being enforced
- 2. The Vendors hereby jointly and severally covenant with the Purchaser for the benefit of the property and with the intent to bind the property retained by the Vendors into whosoever hands the same may come to observe and perform the covenants set out in the Fifth Schedule hereto
- 3. The Vendors hereby acknowledge the right of the Purchaser to production of the documents mentioned in the Sixth Schedule hereto and to delivery of copies thereof

INLAND REVENUE  
PRODUCED  
15. APR. 1983  
FINANCE ACT  
1973  
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IN WITNESS whereof the Vendors have set their hands and seals and the Purchaser has caused its Common Seal to be hereunto affixed the day and year first above written

THE FIRST SCHEDULE above referred to  
(Description of Property)

ALL THOSE two pieces of land situate at Rudchester Haddon on the Wall in the County of Northumberland and for the purpose of identification delineated on the plan annexed hereto and thereon coloured round with red and more particularly detailed below

<u>Field No.</u>	<u>Acreage</u>
O.S. 2640 pt	0.58
O.S. 0138 n	12.00
O.S. 0138 s	25.59
O.S. 9100	17.60
O.S. 6800	18.20
O.S. 4735 n pt	6.01
O.S. 4735 s	1.35
O.S. 2100 pt	15.89
O.S. 1987	20.37
O.S. 0173	9.98
O.S. 4300	10.44
O.S. 6200 pt )	11.50
O.S. 6200 pt )	4.01
O.S. 8700 )	
O.S. 7327 pt	13.97
O.S. 0022 pt	5.31
TOTAL	172.80

THE SECOND SCHEDULE above referred to  
(Rights Granted)

1. A right of way for the Purchaser and its successors in title for agricultural purposes only over that part of enclosure 4735 and enclosure 7327 being retained by the Vendors in the approximate position shown by red hatching on the plan
2. A right at any time during the period of 80 years commencing with the date hereof to connect into the existing water main adjacent to

: (a) Field O.S. Number part 2449 and (b) Field O.S. Number 0022 and to lay relay inspect repair renew or maintain a water pipe across: (a) part O.S. 2449 and (b) part O.S. 0022 and to draw supplies of water through the said pipes together with a right to enter onto part O.S. 2449 and part O.S. 0022 with or without machinery or equipment for all purposes of laying relaying inspecting repairing renewing and maintaining as aforesaid doing as little damage as possible in the exercise of this right and making good all damage done to the reasonable satisfaction of the Vendors the Purchaser installing a meter at the point of connection and obtaining all necessary consents from Newcastle & Gateshead Water Company

THE THIRD SCHEDULE above referred to  
(Exceptions and Reservations)

Part I - Exceptions

1. The mines and minerals within and under the said property as the same have heretofore been excepted and reserved
2. The right for the owner of the adjoining properties to discharge effluent from the septic tank situate to the south of Rudchester Manor into the field drain in Field O.S. 0138

Part II - Reservations

1. Unto the Vendors the owner or owners for the time being of Rudchester Farmhouse and farm cottage the right at any time during the period of 80 years commencing with the date hereof to lay relay repair or renew a sewer and septic tank to serve Rudchester Farmhouse and farm cottage together with a soakaway into the field drains in Field O.S. Number 0138 together with a right to enter upon Field O.S. Number 0138 for all purposes as aforesaid doing as little damage as possible in the exercise of the said rights and making good to the reasonable satisfaction of the Purchaser all damage done together with a right to drain effluent through the said drain into the septic tank and soakaway as aforesaid

THE FOURTH SCHEDULE above referred to  
(Particulars of Rights and Easements  
subject to which the property is sold)

1. A wayleave agreement Number 43 dated the 16th April 1948 made

- between Wilfred James of the one part and North Eastern Electricity Board of the other part as subsequently varied
2. A consent dated the 25th September 1962 made between John Campbell Stobo and June Stobo of the one part and the Central Electricity Generating Board of the other part
  3. An agreement dated 9th June 1971 made between Ambrose Walton of the one part and Newcastle and Gateshead Water Company of the other part

THE FIFTH SCHEDULE above referred to  
(Vendors' Covenants)

1. To erect a post and four rail fence within six months from the date hereof upon enclosure 0138 from its access to Rudchester Lane Twenty five feet wide narrowing to fifteen feet and a gate fifteen yards from the ingress from Rudchester Lane aforesaid and thereafter a post and rail fence twenty feet from the south westerly boundary of Rudchester Manor to the existing fence bisecting enclosure 0138 in an east west direction
2. To erect a post and four rail fence within six months from the date hereof upon the northern boundary of enclosures 4735 7327 and 0022 (hereinafter called 'the first fence') and to erect a second fence parallel with the first fence a distance of fifteen feet to the north of it across enclosures 4735 and 7327
3. To fence off where necessary with a post and wire fence the right of way referred to in Paragraph 1 of the Second Schedule hereto
4. To erect re-erect or re-site as may be necessary field gates fifteen feet in width between Rudchester Lane and the access referred to in Paragraph 1 of this Schedule and between Rudchester Lane and the access referred to in Paragraph 2 of this Schedule

THE SIXTH SCHEDULE above referred to  
(Documents retained)

12th June 1979	CONVEYANCE	John Campbell Stobo and June Stobo (1) and Ernest Bell (2)
12th June 1979	APPOINTMENT OF TRUSTEES	Ernest Bell (1) and Arthur Heywood Charlesworth and John Rowland Davies (2)

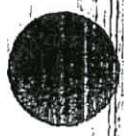
SIGNED SEALED AND DELIVERED by the )  
said ARTHUR HEYWOOD CHARLESWORTH in )  
the presence of:- *W.R. Lowes*  
19 ALBERT TERRACE, WESTMOOR,  
NEWCASTLE UPON TYNE

*J.A. Shull*



SIGNED SEALED AND DELIVERED by the )  
said JOHN ROWLAND DAVIES in the )  
presence of:- *W.R. Lowes*  
19 ALBERT TERRACE, WESTMOOR,  
NEWCASTLE UPON TYNE

*John Rowland Davies*



THE COMMON SEAL of WHITCHESTER FARM )  
LIMITED was hereunto affixed in the )  
presence of:-

*Director J.W. Spence*

*Company Secretary John Spence*

