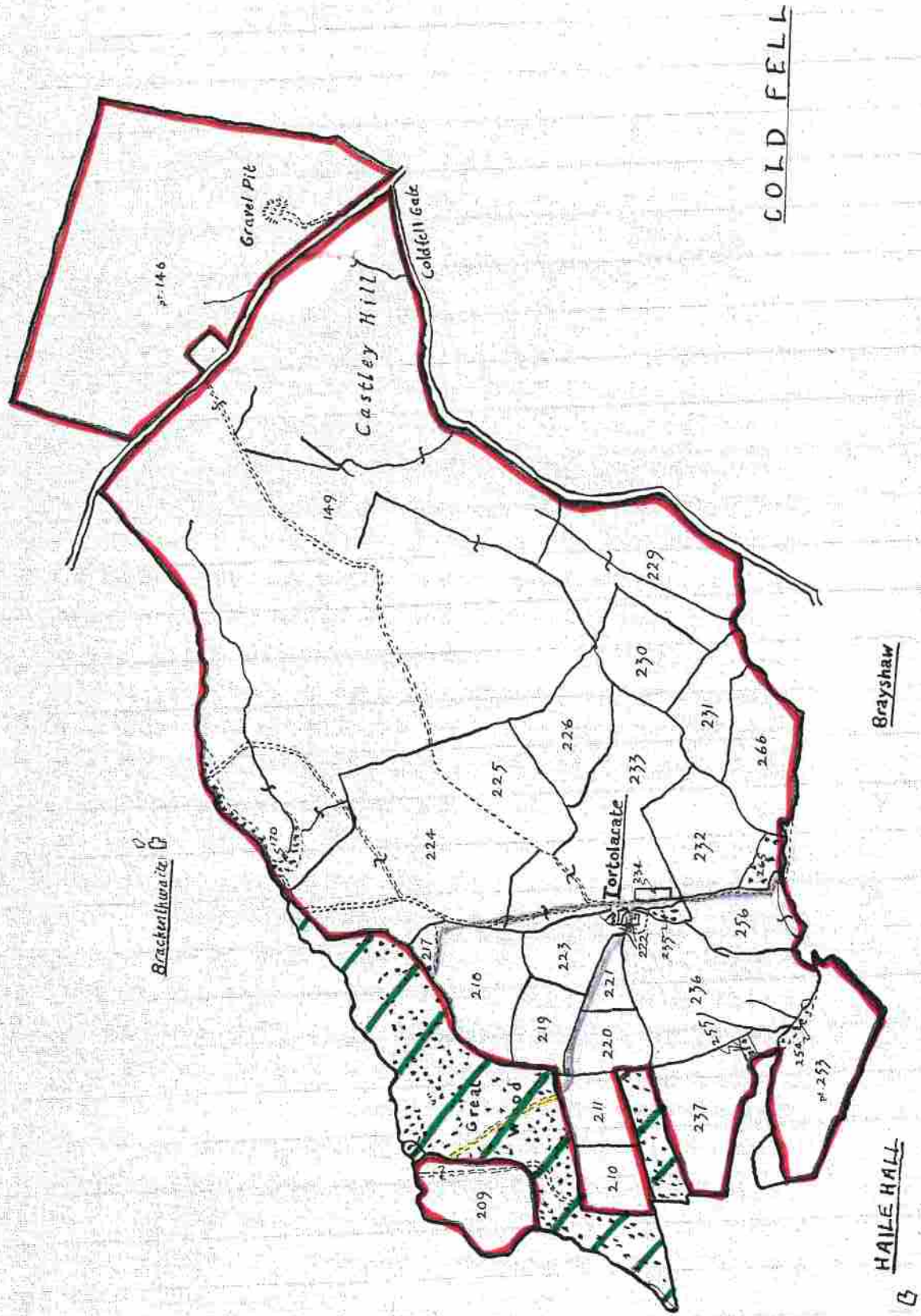


PLAN REFERRED TO



Grange

Bractenhorpe

Gravel Pit

Castley Hill

Coldfell Galt

Tortolacate

HAILE HALL

Brayshaw

COLD FELL

THIS CONVEYANCE is made the 15th day of January 1964
BETWEEN RONSLEY MILES POWSONBY care of 44 Duke Street Whitehaven in
the County of Cumberland Gentleman (hereinafter called "the Vendor") of the
one part and JOHN MAWSON and ATKINSON ROTHERY MAWSON of Tortolocate Farm
Haile in the said County Farmers carrying on business as partners under the
style or firm name of A.R. Mawsons & Sons (hereinafter called "the
Purchasers") of the other part

WHEREAS the Vendor is seized in unincumbered fee simple in
possession of the property hereinafter described and intended to be
hereby conveyed and has agreed to sell the same to the Purchasers for
a like estate at the price of Eleven thousand pounds

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of £11,000 now paid to the Vendor by the
Purchasers out of moneys forming part of their partnership assets (the
receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial
Owner HEREBY CONVEYS to the Purchasers ALL THAT land situate in the Parish
of Haile in the County of Cumberland Together with the farmhouse barns and
other buildings erected on part thereof and known as Tortolocate Farm
Haile aforesaid and containing in the whole 363.810 acres or thereabouts
all of which said property is shown for the purpose of identification only
on the plan annexed hereto being thereon edged pink and particulars of
which are set out in the First Schedule hereto Together with the rights of
pasturage on Kinniside Common appurtenant to the said property And Together
Also with a right of way for the Purchasers with or without horses carts
motor and other vehicles to pass and repass at all times hereafter over
and along the roadway coloured yellow on the said plan for the purpose of
making access to the field numbered 209 on the Ordnance Survey Map
(Second Edition) being part of the property hereby conveyed the Purchasers
paying reasonable compensation to the Vendor or his successors in title
for any damage done from time to time to the surface of the said property
by reason of the exercise of the said right EXCEPT AND RESERVED unto the
Vendor in fee simple the minerals and other matters set out in the Second
Schedule hereto TO HOLD the same except and reserved as aforesaid ~~unto the~~
~~Purchasers~~ Subject to any easements quasi-easements restrictions and
liabilities (if any) affecting the said property and also subject to the
exceptions reservations and provisions contained in any Act Enclosure Act
or Award affecting the same unto the Purchasers in fee simple as joint
tenants upon trust to sell the same with power to postpone the sale
thereof and to hold the net proceeds of sale thereof and capital moneys
arising therefrom and the net income therefrom until sale upon the trusts
applicable thereto as part of the assets of the partnership
2. IT IS HEREBY AGREED that it shall be lawful for the Purchasers or
after any one of them shall have ceased to be a partner in the said firm
for the surviving or continuing partner at any time or times to appoint
a new trustee or new trustees of this deed and in particular to appoint
such new trustee or new trustees in the place of any trustee who shall
not at the time of such appointment be a partner in the said firm as if he
were dead
3. IT IS FURTHER AGREED that until the expiration of 21 years from the ~~day~~
death of the survivor of the ~~two~~ Purchasers the trustees for the time
being of this deed shall have full power to mortgage charge lease or
otherwise dispose of all or any part of the said property with all the
powers in that behalf of any absolute owner
4. The Vendor HEREBY ACKNOWLEDGES the right of the Purchaser to
production and delivery of copies of a Disentailing Assurance dated the

Plan as on
contract. R.A.

30th day of December 1925 and made between the Vendor of the one part and Oliver Fray Ormrod of the other part and of a Power of Attorney dated the 17th day of October 1962 and made by the Vendor in favour of Francis Gerald Lambie and David McGivern and HEREBY UNDERTAKES with the Purchasers for the safe custody of the same

IN WITNESS whereof Francis Gerald Lambie of 44 Duke Street Whitehaven aforesaid Solicitor and David McGivern of Somerset House Whitehaven aforesaid Mining Engineer have by virtue of the said Power of Attorney under the hand and seal of the Vendor dated the 17th day of October 1962 and deposited in the Central Office of the Supreme Court of Judicature set hereto the hand and seal of the Vendor and the Purchasers have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE before referred to

Enclosure on Ordnance Survey Map	Acreage
Part 146	53.724 approximately
149	132.899
170	1.441
209	7.077
210	3.845
211	3.741
217	.769
218	7.591
219	3.842
220	3.518
221	1.876
222	.530
223	4.133
224	23.225
225	7.046
226	6.686
229	15.917
230	6.315
231	4.886
232	7.698
233	16.423
234	.353
235	.529
236	15.155
237	8.329
Part 253	11.405 approximately
254	.245
255	.255
256	5.090
265	1.269
266	7.998
	363.810 acres

THE SECOND SCHEDULE before referred to

A. Particulars of exceptions and reservations.

All mines and minerals within or under the property hereby conveyed other than coal and such ancilliary substances and rights as are vested in the National Coal Board by virtue of the Coal Act 1938 and the Coal Industry Nationalisation Act 1946 Together with full liberty and power at all times to enter upon the said property or any part thereof for the Vendor and his successors in title owners or lessees for the time being of such mines or minerals to search for win work get dig carry away and

otherwise make merchantable the excepted mines or minerals with or without leaving any subjacent or lateral support for the surface or any buildings erected or to be hereafter erected thereon with full liberty and power to make sink maintain and use all such quarries pits shafts levels drains watercourses and reservoirs and to construct erect maintain and use all such spoil banks and railroads tram roads and other roads bridges buildings works engines machinery and conveniences whatsoever and to do all such things in under upon through or over the said property or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid provided that reasonable compensation shall be paid by the persons exercising the foregoing powers to the Purchasers or other the owner or occupier for the time being of the property hereby conveyed for any damage done from time to time to the surface of the said property or to any building for the time being standing thereon or on any part thereof by reason of the exercise of the said power

B. Full right and liberty for the Vendor and his successors in title and his agents or employees to enter upon the property hereby conveyed by means only of the roadways coloured purple on the said plan with or without animals and vehicles for the purpose of extracting timber from or replanting and otherwise maintaining the woodlands shown on the plan annexed hereto and thereon hatched in green Provided that the Vendor and his successors in title or such persons exercising the foregoing powers shall pay reasonable compensation to the Purchasers or their successors in title for any damage done from time to time to the surface of the said property by reason of the exercise of the said power

SIGNED SEALED AND DELIVERED by the said)
 Ronsley Miles Ponsonby in the presence)

of:-

Graham McKay)

Solicitor

Whitehaven

F.G. Lankle

L.S.

D. McGivern

L.S.

SIGNED SEALED AND DELIVERED by the said)

John Mawson and Atkinson Rothery Mawson)

in the presence of:-)

James C. Fortune

Walter Cornud

Pageantle

Corkermouth.

John Mawson

L.S.S.

A.R. Mawson

Spinkes (Solicitor Articled Clerk)

DATED

15th January 1964

MR. R. M. PONSOMBY

- to -

MESSRS. J. AND A.F. HANSON

DEAR

C O N V E Y A N C E

- of -

Tortolocate Farm, Halle, in the
County of Cumberland.

*Approved/900/G
12/63*

R. ALLISON,
WHITHAVEN.