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Title Number CU264287

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Signed *Scott Duff*
Scott Duff & Co. Solicitors



is made the

Twenty-fourth day of *May* 1978 BETWEEN

IAN JOICEY DICKINSON of Cross House Westgate Road Newcastle upon Tyne
and THE RIGHT HONOURABLE NICHOLAS JAMES CHRISTOPHER VISCOUNT ULLSWATER
of Knoyle Down Farm Hindon Salisbury Wiltshire (hereinafter called
"the Vendors") of the one part and JOHN HODGSON MARK and DIANA
PATRICIA MARK both of Hesley Farm Morland Penrith Cumbria

hereinafter called "the Purchasers") of the other part

WHEREAS

(1) By a Conveyance made the 20th day of June 1969 between The Right Honourable James Hugh William Seventh Earl of Lonsdale of the one part and The Right Honourable Matthew White Viscount Ridley and the said Ian Joicey Dickinson of the other part the property hereinafter described together with other property was conveyed to The Right Honourable Matthew White Viscount Ridley and Ian Joicey Dickinson in fee simple upon trust to sell the same

(2) By a Deed of Appointment made the 21st day of June 1974 between the said Ian Joicey Dickinson The Right Honourable Matthew White Viscount Ridley and The Right Honourable Nicholas James Christopher Viscount Ullswater The Right Honourable Matthew White Viscount Ridley retired from and The Right Honourable Nicholas James Christopher Viscount Ullswater was appointed a Trustee of the trusts of the said trusts of the said Conveyance

(3) The Vendors in exercise of the said trust for sale have agreed with the Purchasers for the sale to them of the property hereinafter

SEQ154

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described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances at the price of £32,000.

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of £32,000. paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchasers ALL THOSE closes of land containing 20.51 acres or thereabouts with the buildings erected thereon situate at Newby Penrith Cumbria formerly forming part of Newby Hall Farm and more particularly described in the Schedule hereto and delineated on the plan annexed hereto and thereon shown coloured yellow AND TOGETHER ALSO with the benefit of the covenant as to fencing on the part of the Purchasers contained in a Conveyance of Newby Hall dated the *twelfth* day of

May 1978 and made between the Vendors of the one part and Arthur David Sanders of the other part TO HOLD the same unto the Purchasers in fee simple SUBJECT

(a) to the exception of all such (if any) of the mines and minerals under the property as the Vendors are unable to dispose of and all rights and powers belonging to any owner of the mines and minerals so excepted or any other mines or minerals in or over the property hereby conveyed but so that the Purchasers shall be entitled to the benefit of all (if any) rights of compensation which the Vendors may have in the respect of damage caused by the exercise of such rights and powers whether such damage has accrued before or after the date hereof

(b) to all easements quasi-easements restrictions and liabilities (if any) affecting the same and so far as the same may be subsisting

to any leases agreements for leases or the tenancies affecting the same or the mines and minerals therein or thereunder and to any subsisting liability to repair party walls or fences and

(c) to but with the benefit of all such rights or easements (other than those hereinbefore specified) in connection with drainage water supply or other services as may now exist (whether or not the same now exist as legal rights or easements) with all necessary or convenient rights of entry for inspection maintenance or repair of the same the person exercising such rights doing as little damage as may be and promptly making good any damage thereby caused or paying compensation in respect thereof

2. IT IS HEREBY AGREED AND DECLARED that the liability for maintenance of boundary walls and fences shall be as indicated on the said plan

3. THE Purchasers agree that:-

(a) they are joint tenants in equity

(b) the trustees for sale of the property hereby conveyed shall have powers to deal with it equal to those of a sole beneficial owner

4. THE Vendors acknowledge the right of the Purchasers to the production of the said Conveyance dated the 20th day of June 1969 and the said Deed of Appointment dated the 21st day of June 1974 and to the supply of copies

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE SCHEDULE

Ordinance Survey No.	Pt. 0524	0.50 acres/estimated
	0417	4.44 "
	Pt. 1429	0.57 "
	0006	<u>15.00</u> "
		<u>20.51</u> "

SIGNED SEALED AND DELIVERED)
by the said Ian Joicey)
Dickinson in the presence)
of:-

J. Water

SECRETARY WITH
DICKINSON DEES
CROSS HOUSE
VILLAGE ROAD
NEWCASTLE UPON TYNE
NE39 1GB

SIGNED SEALED AND DELIVERED)
by the said The Right)
Honourable Nicholas James)
Christopher Viscount)
Ullswater in the presence)
of:-

Laine T. White,
Berry Hill Lodge,
Melb Park,
George, Somerset.
Secretary

SIGNED SEALED AND DELIVERED)
by the said John Hodgson)
Mark and Diana Patricia Mark)
in the presence of:-)

John → Kahn

Solomon

Peritt

L. J. Joicey

Ullswater

J. H. Mark
D. P. Mark.

DATED

24th May

1978

THE TRUSTEES OF THE HONOURABLE
JAMES NICHOLAS LOWTHER'S TRUST
FUND

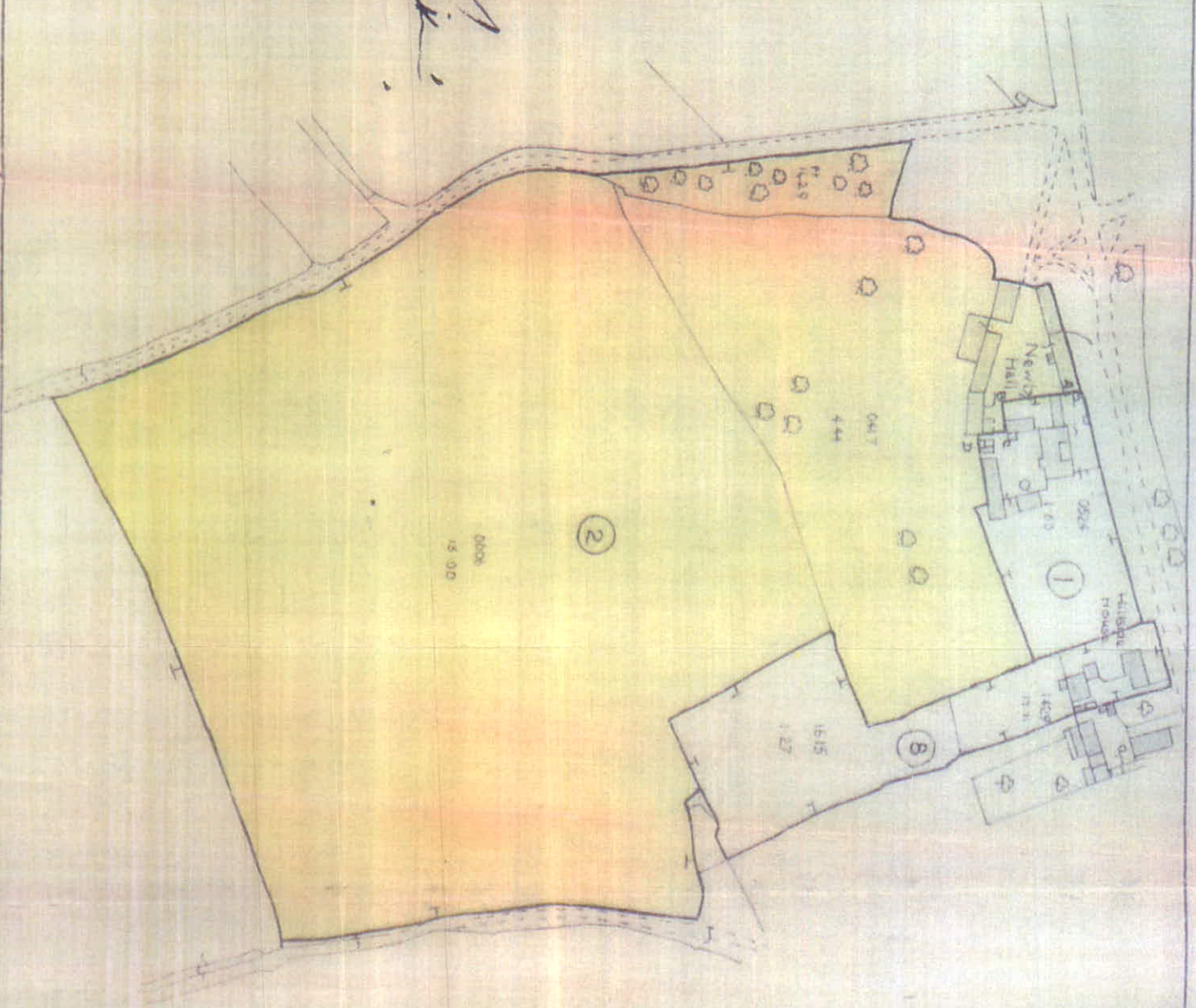
-to-

MR. & MRS. J.H. MARK

Conveyance

of 20.51 acres or land and buildings
formerly part of Newby Hall, Newby
Penrith, Cumbria

Kershaws,
Penrith.



The Plan Referred To -

O.S. No. NY 5810-4717 NY 5821-392

DRAWING NO. 72/78

SCALES 2500

DATE May 1978

[illegible]