

Dated

18 May

1980

JOHN GEORGE ARMSTRONG and ORS.

to

ERIC METCALF

Conveyance

of

East Cocklake Farm and Clinty Farm

90792

E Metcalf

ROBERT MUCKLE, SON & HALL,
Solicitors,
NEWCASTLE-UPON-TYNE.

£2000

THIS CONVEYANCE and ASSIGNMENT

is made the First day of MAY

One thousand nine hundred and eighty B E T W E E N

JOHN GEORGE ARMSTRONG ALBERT LEE ARMSTRONG and

DOROTHY MARY ARMSTRONG all of East Cocklake Farm Alston

in the County of Cumbria (together hereinafter referred

to as "the Vendors") of the one part and ERIC METCALF

of Far Skelgill Alston in the County of Cumbria

(hereinafter referred to as "the Purchaser") of the other

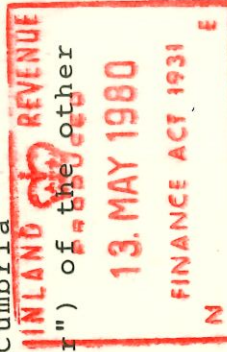
part ---

W H E R E A S:

1. THE Vendors are seized of the property described in the First Schedule hereto as joint tenants for an estate in fee simple subject to the exceptions and reservations mentioned in the First Schedule but otherwise free from incumbrances ---

2. THE Vendors are entitled to the property described in the Second Schedule hereto as joint tenants for all the residue now unexpired of two terms of one thousand years each computed respectively from the Ninth day of September One thousand six hundred and twenty-one and the Fifteenth day of August One thousand six hundred and sixteen subject to the payment of a yearly rent and to the observance and performance of the covenants and conditions contained in the Indentures of lease under and by virtue of which the said property is held and on the lessees part to be observed and performed and subject to the exceptions and reservations mentioned in the Second Schedule but otherwise free from incumbrances ---

3. THE Vendors are entitled to the property described in the Third Schedule hereto as joint tenants for all the



residue now unexpired of a term of One thousand years granted by a lease dated the Fourth day of September One thousand six hundred and eleven subject to the payment of a yearly rent and to the observance and performance of the covenants and conditions contained therein ---

4. THE Vendors have agreed with the Purchaser for the sale to him of the property described in the First Schedule together with the property described in the Second Schedule at the total price of Ninety one thousand four hundred pounds and of the property described in the Third Schedule at the price of Eight thousand six hundred pounds ---

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of ONE HUNDRED THOUSAND POUNDS now paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as beneficial owners hereby convey and assign

(a) ALL THAT property described in the First Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT to the exceptions and reservations mentioned in the First Schedule AND

(b) ALL THAT property described in the Second Schedule hereto TO HOLD the same unto the Purchaser for all the residue now unexpired of the said two terms of One thousand years SUBJECT to the payment of the rents reserved by and to the observance and performance of the covenants and conditions contained in the said indentures of lease and on the

lessees part to be observed and performed so far as the same are still subsisting and capable of taking effect AND SUBJECT to the exceptions and reservations mentioned in the Second Schedule AND

(c) ALL THAT property described in the Third Schedule hereto TO HOLD the same unto the Purchaser for all the residue now unexpired of the said term of One thousand years granted by the said lease SUBJECT to the performance and observance of the covenants on the lessees part in the said lease contained so far as the same are still subsisting and capable of taking effect TOGETHER with the rights mentioned in the Third Schedule

2. THE purchaser (with the object of affording to the Vendors a full indemnity in respect of any breach of any of the aforementioned exceptions reservations covenants and conditions but not further or otherwise) hereby covenants with the Vendors that the purchaser and the persons deriving title under him will at all times hereafter perform and observe the said reservations covenants and conditions and keep the Vendor and his estate and effects indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced ---

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

written ---

THE FIRST SCHEDULE

ALL THOSE pieces or parcels of land TOGETHER with the house on or other buildings erected thereon being East Cocklake and that portion which is freehold of Hodgkinson's Allotment Alston in the County of Cumbria which said pieces or parcels of land are more particularly described in a Conveyance and Assignment dated the Twenty-fifth day of November One thousand nine hundred and fifty-five and made between Frieda Victoria Annie Lockhart John Clark Richard Stanley Burn and Sir George James Cullum Welch of the one part and the Vendors of the other part (hereinafter referred to as "the Conveyance and Assignment") subject to the exceptions and reservations referred to in the Conveyance and Assignment so far as the same are still capable of taking effect.

THE SECOND SCHEDULE

ALL THOSE pieces or parcels of land being that portion which is leasehold of Hodgkinson's Allotment Alston in the County of Cumbria which said pieces or parcels of land are more particularly described in the Conveyance and Assignment and are subject to the exceptions and reservations referred to in the Conveyance and Assignment so far as the same are still capable of taking effect.

THE THIRD SCHEDULE

ALL THOSE pieces or parcels of leasehold land known as Clinty Farm Alston in the County of Cumbria which pieces or parcels of land are more particularly described in an Assignment dated the Twenty-third day of April One thousand and twenty-four and made between Jonathan Davidson of the first part William Stout of the second part the said Jonathan Davidson of the third part Mary Davidson of the

fourth part and John Thompson of the Fifth part
TOGETHER with the benefit of the rights described
in the said Assignment dated the Twenty Third day
of April One thousand nine hundred and twenty four ---

SIGNED SEALED AND DELIVERED)

by the said JOHN GEORGE)

ARMSTRONG in the presence)

of:-)

A Scott
Whitely farm
Alton Curlew
Lee

John George Armstrong

SIGNED SEALED AND DELIVERED)

by the said ALBERT LEE)

ARMSTRONG in the presence)

of:-)

A Scott
Whitely farm
Alton Curlew
Lee

Albert Lee Armstrong

SIGNED SEALED AND DELIVERED)

by the said DOROTHY MARY)

ARMSTRONG in the presence)

of:-)

A Scott
Whitely farm
Alton Curlew
Lee

Dorothy Mary Armstrong



SIGNED SEALED AND DELIVERED)
by the said ERIC METCALF)
in the presence of:-)

Eric Metcalf

[Signature]
Whitwell Farm
Alton
Aurora
Edin

MEMORANDUM by an Assignment made the 25th June 1982 between the within-named Eric Metcalf (1) and Mark Brian Jessup and Patricia Claire Jessup (2) the property known as Clinty or Clinty Brow Farm Alston Cumbria was assigned to the said Mark Brian Jessup and Patricia Claire Jessup for all the residue now unexpired of the term of 1000 years granted by a Lease made the 4th September 1611 and their right to the production of this Conveyance and Assignment was therein acknowledged.

MEMORANDUM by a Conveyance dated 1st December 1983 made between the within-named Eric Metcalf (1) and Malcolm Graham and Derek Graham (2) the within-described Leasehold land together with part of the within-described freehold land comprising approximately 271.526 acres or thereabouts was conveyed to the said Malcolm Graham and Derek Graham and their right to the production of this Deed was therein acknowledged.