

SHAW & SONS LTD.

Law Stationers &c.
Fetter Lane,
LONDON 554

This Conveyance

is made the lwelft

day of

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one thousand nine hundred and sixty seven BETWEEN

CLEMENT HARRISON STORR of Brook Farm Thackthwaite Loweswater near Cockermouth
in the County of Cumberland Farmer (hereinafter called "the Vendor") of the
one part and ALAN FRANCIS of Hill Farm Thackthwaite Loweswater near Cockermouth aforesaid School Master (hereinafter called "the Purchaser") of the
other part

WHEREAS the Vendor is seised of the property hereinafter described together with other property for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the said property to the Purchaser for a like estate in fee simple subject as aforesaid at the price of three thousand five hundred and fifty pounds

NOW THIS DEED WITNESSETH as follows;-

- 1. In pursuance of the said agreement and in consideration of the sum of three thousand five hundred and fifty pounds now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser ALL THAT messuage or farmhouse with the buildings and appurtenances thereto belonging situate at Thackthwaite in the Township of Loweswater in the County of Cumberland and known as The Hill and the several closes or parcels of land being numbers 453 452 451 and part 486 on the Ordnance Survey Map (Second Edition) for the said Township All which said property is more particularly delineated on the map or plan thereof annexed hereto and thereon edged red and coloured brown TOGETHER with the right for the Purchaser and his successors in title the owners and occupiers for the time being of the property hereby conveyed
- (a) To maintain the water collecting tank in Close number 449 on the said plan and the pipe connecting the said dwellinghouse therewith and to take such a supply of water by means thereof as may be available for the said dwellinghouse as a single private dwellinghouse but for domestic purposes only and not for any other houses which might at any time be erected on the said land or any part thereof and also (but in common with the Vendor and his successors in title the owners and occupiers for the time being of the remainder of the Hill Farm Thackthwaite aforesaid) the right if and when necessary to draw a supply of water from Meregill Beck by way of the open channel through the enclosures numbered 446 447 and 449 the Purchaser and his successors in title being responsible on such occasions for cleaning out and keeping open the said channel from Meregill Beck to the said water collecting tank AND PROVIDED that the Vendor shall be under no liability with regard to the quantity or quality of the said water available from whatever source it is obtained—
- (b) To maintain the existing septic tank and line of pipes connecting therewith in Close number 457 on the said plan and to pass water and soil through the said pipes to the said septic tank PROVIDED ALWAYS and it is hereby agreed and declared that if at any future date an enlargement or extention to the said sewage system or a new septic tank is required the Purchaser will disconnect the present sewage system and construct a new septic tank and sewage system wholly on his own land
- (c) To enter with or without workmen upon the said Close number 449 and 457 for the purpose of repairing and maintaining the said water tank septic tank and lines of pipes connecting therewith doing as little damage to the said land as possible in connection therewith and making good to the satisfaction of the Vendor all damage thereby occasioned EXCEPTING AND RESERVING unto

the Vendor and his successors in title the owners and occupiers for the time being of the remainder of The Hill Farm Thackthwaite aforesaid and any part thereof and their servants and others authorised by them (a) full and free right and liberty at all times and for all purposes on foot and with or without animals and vehicles laden or unladen to pass and repass upon over and along the roadway and yard coloured brown on the said plan and (b) full and free right to use the sheep dipper shown on the said plan for the purpose of dipping sheep for three years from the date of the Conveyance to the Purchaser whereupon the said right shall cease but without any obligation on the part of the Vendor to keep the said sheep dipper in repair TO HOLD the same unto the Purchaser in fee simple subject to the rights of the Lord of the Manor of Loweswater Thackthwaite and Brackenthwaite preserved by the Law of Property Act 1922 and not extinguished by a Receipt for compensation money dated the fifteenth day of December one thousand nine hundred and thirty nine given by the National Trust for Places of Historic Interest or Natural Beauty Lords of the said Manor The Purchaser for himself and his successors in title hereby covenants

- with the Vendor as follows:
- (a) That he will henceforth at his and their own expense keep in good repair and condition the said roadway and yard coloured brown on the said plan annexed hereto
- (b) To maintain henceforth good and turnable fences against all classes of stock on the boundaries marked with an inward "T" on the plan annexed hereto
- (c) To indemnify and keep indemnified the Vendor and his successors in title from and against all damage caused to persons stock and property by the escape of any noxious effluent from the said septic tank hereinbefore referred
- (d) To pay compensation to the Vendor and his successors in title for any damage caused to the adjoining land of the Vendor by the exercise of the right hereinbefore granted to the Purchaser to enter upon the enclosures numbered 449 and 457 for the purpose of repairing and maintaining the said water system and sewage system
- 3. The Vendor for himself and his successors in title hereby covenants with the Purchaser and his successors in title that the Vendor will forthwith erect and he and his successors in title will henceforth maintain a good and turnable fence against all classes of stock between the points marked "A" and "B" on the said plan
- The Vendor hereby acknowledges the right of the Purchaser to production of and to delivery of copies of the documents of title specified in the Schedule hereto and hereby undertakes with the Purchaser for the safe custody of the
- 5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds four thousand five hundred pounds
- WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first before written

THE SCHEDULE BEFORE REFERRED TO lst April 1946

GONVEYANCE of this date made between The Reverend Hugh Niven Thomas Edward Niven Jane Niven and Nora Elizabeth Smith of the one part and John Storr of the other part

12th August 1946 CONVEYANCE of this date made between John Edward Musgrave and John Rigg Musgrave of the one part and the said John Storr of the other part

ACKNOWLEDGEMENT of this date made by the said John Edward Musgrave and John Rigg Musgrave in favour of the said John

13th August 1946

