

Appendix S - Conveyances relating to St Mary's Well (1932 & 1981)

These are the notes referred to on the following official copy

Title Number TY495267

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This Conveyance



is made the Twenty Third
day of May One
thousand nine hundred and thirty two Between Farguhar
Alexander Ogilvie Laing of Summerods Becham in the
County of Northumberland Wine and Spirit Merchant and Adamson
Thagg of Number 1 Sawille Place in the City and County of Newcastle
upon Tyne Solicitor (hereinafter referred to as "the Grantors") of the one
part and The Lord Mayor Aldermen and Citizens of the City
and County of Newcastle upon Tyne (hereinafter referred to as
"the Corporation") of the other part

Whereas the Grantors are seized of the property hereinafter described
and intended to be hereby conveyed for a legal estate in fee simple in
possession free from incumbrances but subject as hereinafter appearing —

And whereas the Grantors are the presents Trustees of the Will and
Codicil (dated respectively the twelfth day of May One thousand nine hundred
and fourteen and the twenty third day of June One thousand nine hundred
and sixteen and proved in the Newcastle upon Tyne District Probate Registry
on the ninth day of April One thousand nine hundred and eighteen) of
Farguhar Ogilvie Laing of Farmley Grange Coleridge on Tyne in the County
of Northumberland Wine and Spirit Merchant who died on the fifth day
of August One thousand nine hundred and seventeen

And whereas the property hereinafter described and intended to be
hereby conveyed appears to the Corporation to be an ancient monument within
the meaning of the Ancient Monuments Consolidation and Amendment
Act 1913 by virtue of which Act the Corporation are authorized to acquire the
said property

And whereas the Grantors have agreed with the Corporation for the
conveyance to the Corporation of the said property in consideration of the
covenants by the Corporation hereinafter contained

Now in pursuance of the said Agreement and for the consideration
hereinafter appearing this Deed witnesses as follows

1. The Grantors As Trustees hereby convey unto the Corporation AS
this piece of land having an area of Two hundred and sixty eight square
yards or thereabouts situate in the Township of Jesmond in the City and
County of Newcastle upon Tyne containing a Well known as St Mary's
Well which said piece of land and Well are more particularly delineated
on the plan drawn hereon and are thereon coloured pink Subject to the
existing public right of way over such part of the strip of land hereby
conveyed as lies between the points "A" and "B" on the said plan and to
any existing right of way to the said Well in favour of the adjoining owners
on the North

2. To hold the same unto the Corporation in fee simple subject as

apresaid _____
3 The Corporation in consideration of this conveyance hereby covenant
with the grantors as follows _____

(1) That they will erect and maintain at their own expense good and
substantial fences along the eastern southern and western boundaries
of the land hereby conveyed notwithstanding that these fences are and
are hereby agreed and declared to be party fences and the rights of the
adjoining owners in regard thereto shall not be prejudiced by this
present conveyance _____

(2) That they will not by virtue of being owners of the land hereby conveyed
oppose any petition by the grantors or other proceedings by the grantors
having for its object the closing of the public right of way hereinbefore
referred to which said way is known as the Grove and leads from Osborne
Road to Jesmond Lane Road _____

(3) That the said land shall not be used for any other purpose whatsoever
than the preservation of the ancient monument it at present encloses
and that no other erection or building whatsoever shall be erected and
built thereon without first obtaining the consent in writing of the grantors

(4) To indemnify the grantors and their successors in title and their
respective estates and effects against all actions claims or demands by the
adjoining owners on the North and their successors in title for or in respect
of any existing right of way as apresaid they may have to the said
ancient monument of St Mary's Well over the site thereof hereby conveyed

4 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 five hundred pounds _____

In witness whereof the grantors have set their hands and seals
and the corporation have caused their common corporate seal to be
hereunto affixed the day and year first before written _____

Signed Sealed and Delivered }
by the within named Ferguson Alexander
Clerk living in the presence of

Ferguson A. V. King

M. J. Boyd

Solicitor

1 Saville Place
Newcastle upon Tyne

Sign
by the
in the

The
of the
holder
office

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Title Number TY240028

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(11)

Dated 15th June 1981

THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE

to

DEBORAH ANN RICHARDSON

C O N V E Y A N C E

OF 28 GROSVENOR AVENUE, JESMOND, NEWCASTLE UPON TYNE

- 8. JUL. 1981

FINANCE ACT 1931

T H I S C O N V E Y A N C E is made the
 day of *June* one thousand nine hundred and

eighty one BETWEEN THE COUNCIL OF THE CITY OF
 NEWCASTLE UPON TYNE

(hereinafter called "the Vendors") of the one
 part and DR. DEBORAH ANN RICHARDSON of 28,
 Grosvenor Avenue, Jesmond, Newcastle upon Tyne

(called the "Purchaser") of the other part.

WHEREAS the Vendors are seised of the property
 hereinafter described and conveyed for an estate
 in fee simple in possession subject as hereinafter
 mentioned but otherwise free from incumbrances and
 have agreed to sell the same to the purchasers for
 a like estate at the price of £150.00

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration
 of the sum of £150.00 now paid by the purchaser
 to the Vendor (the receipt whereof the vendors
 acknowledge herewith) the Vendors as Beneficial
 Owners hereby convey unto the purchasers ALL THAT
 freehold piece or parcel of land containing thirty
 five square meters or thereabouts which for the
 purpose of identification only is shown edged red
 on the plan annexed hereto situate to the North
 side of and upon Grosvenor Avenue, Jesmond in
 the City of Newcastle upon Tyne EXCEPT AND
 RESERVED unto Vendors (a) all mines and minerals
 within and under the land and all such rights and
 liberties as the vendor as owners of the minerals

of the land are entitled unto and full and free liberty power and authority to use and exercise the same making good all damage sustained by the exercise of such rights (b) the right for the vendor or authorised agents to enter upon the land for the purpose of cleansing maintaining and repairing all sewers drains gutters watercourses pipes cables wires and other channels situate under or upon the land which serve adjacent premises or land of the Vendors (including access for the repair of adjacent premises TO HOLD the same unto the Purchaser in fee simple SUBJECT TO the covenants and conditions contained herein and in the conveyance of 23 May, 1932 made between Farquher Alexander Ogilvie Laing Adamson Rhagg of the one part and the vendors of the other part.

2. THE Purchaser hereby covenants with the Vendors as follows:-

(i) That the said land shall not be used for any other purpose whatsoever than a domestic flower garden

(ii) To forever maintain the boundary fences in a good and tidy condition

3. BY way of affording to the Vendors a full and sufficient indemnity but not further or otherwise the purchasers hereby covenant with the vendors that the purchasers and the persons deriving title under them will observe and perform the said covenants restrictions and stipulations and will indemnify the vendors from and against all actions

claims and demands in respect of any future breach thereof so far as aforesaid

4 THE Vendors hereby acknowledge the right of the Purchaser to delivery of and production of copies of the said conveyance of 23rd May 1932 and undertake for the safe custody thereof

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 £20,000

IN WITNESS whereof the Vendors have caused their covenant seal to be affixed and the purchaser has hereunto set her hand and seal the day and year first before written



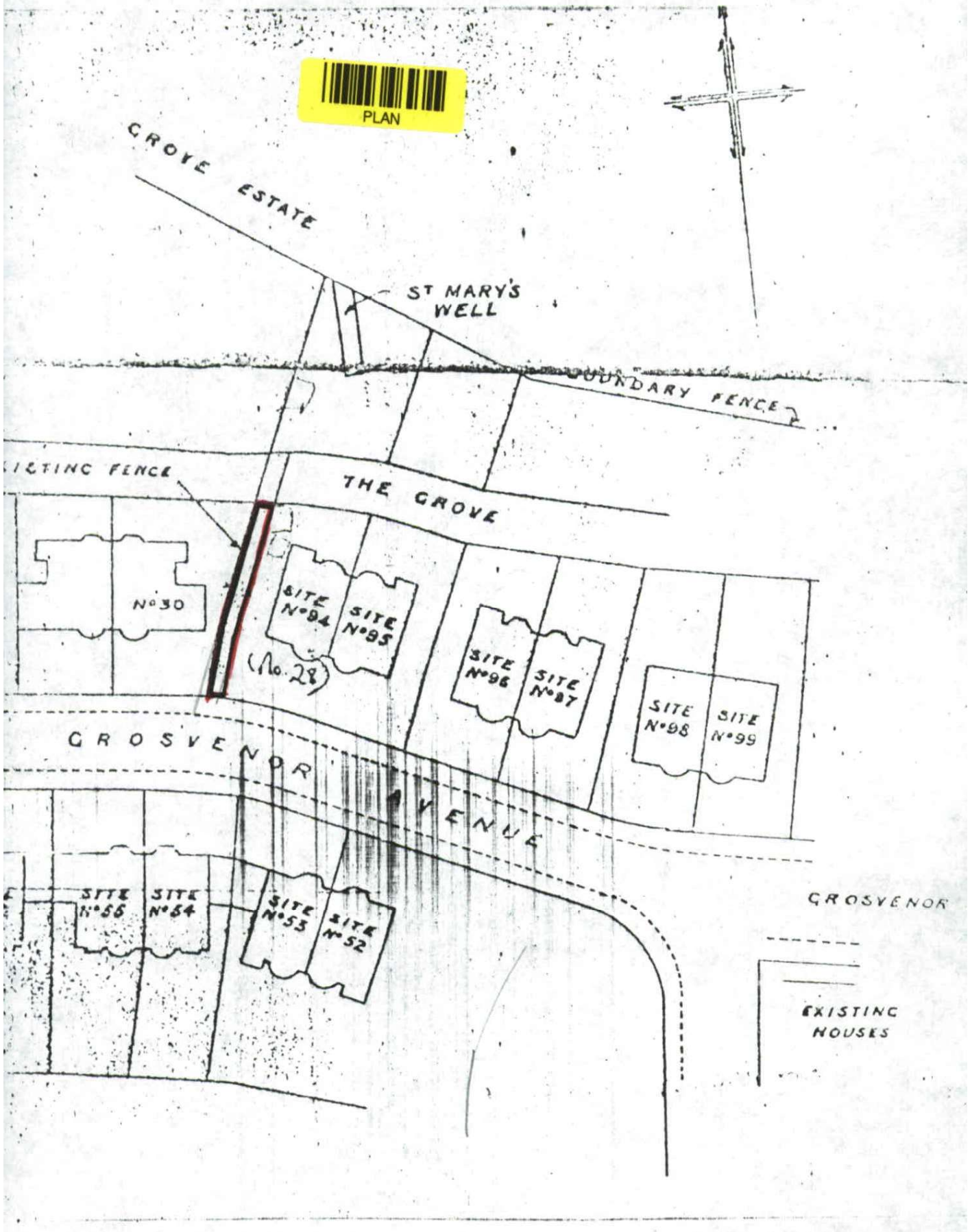
SIGNED SEALED and DELIVERED by)
the above named DEBORAH ANN)
RICHARDSON)
in the presence of:-)

THE COMMON SEAL OF THE COUNCIL)
OF THE CITY OF NEWCASTLE UPON)
TYNE was hereunto affixed)
in the presence of:-)



Jo Kemjan
LORD MAYOR
Choralton
ASSISTANT DIRECTOR OF ADMINISTRATION

1/10-277



Date	Scale	Plan No.
		69/1586