

Appendix X - 1932 Conveyance for 'site no.87' on Grosvenor Avenue

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P. S.



This Conveyance

is made the fourteenth day of

June one thousand nine hundred and thirty two

between Farguhar Alexander

Ogilvie Laing of Summerods Hesham in the county of Northumberland Wine and Spirit Merchant and

Adamson Rhagg of Newcastle-upon-Tyne

solitor (hereinafter called "the vendors") of the first part

John James Hedley of 45 Shields Road West in the city and county of Newcastle upon Tyne Builder

(hereinafter called "the subvendor") of the second part and

George Hedley of "Elderslie" Ryton on Tyne in the county of Durham Costs clerk and

Eleanor Ann Hedley (his wife) of the same

address (hereinafter called "the Purchasers") of the third part

Whereas the vendors are seized of the land herein after described and expressed to be hereby conveyed for a legal estate in fee simple in possession subject as hereinafter appearing but free from incumbrances

And whereas the vendors are the present 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 Milne Laing of Farnley Grange Colbridge in the county of Northumberland Wine and Spirit Merchant who

111
no



died on the fifth day of August one thousand nine hundred and seventeen and is hereinafter referred to as the Testator

And whereas the Vendors hold the said land as Trustees of the said Will and Codicil of the Testator and upon trust to sell the same pursuant to the immediate trust for sale thereof contained in the said Will and Codicil of the Testator

And whereas the Vendors as Trustees of the said Will and Codicil of the Testator and in execution of the trust for sale therein contained as heretofore mentioned have agreed with the Sub-vendor for the absolute sale to him at the price of one hundred and fifty eight pounds seventeen shillings of the land hereinafter described and expressed to be hereby conveyed and the fee simple thereof in possession subject as hereinafter appearing but free from incumbrances

And whereas the Sub-vendor has erected a messuage or dwellinghouse on the said land and has agreed with the Purchasers for the sale thereof to them at the price of one thousand one hundred pounds

And whereas upon the treaty for the said sale it was agreed that this conveyance should contain the several exceptions reservations covenants and provisions hereinafter contained

Now this Conveyance witnesseth
And it is hereby agreed and declared
as follows -

This conveyance is made in pursuance of the

1

said agreement for sale and in consideration of the sum of One thousand one hundred pounds or or before the execution of this conveyance paid by the Purchasers out of monies belonging to them on a joint account in manner following that is to say: - The sum of One hundred and fifty eight pounds seventeen shillings to the Vendors as such Trustees as aforesaid (the receipt whereof the Vendors hereby acknowledge) and the sum of Nine hundred and forty one pounds three shillings to the sub-vendor the payment and receipt of which respective sums making together the full purchase money of One thousand one hundred pounds the sub-vendor hereby acknowledges)

2

The Vendors As Trustees and in execution of the trust for sale contained in the said Will and behest of the Testator as hereinbefore mentioned at the request and by the direction of the sub-vendor hereby convey and the sub-vendor As Beneficial Owner hereby conveys and confirms unto the Purchasers

UP that piece of land containing four hundred and eighty seven square yards or thereabouts situate on the North side of and having a frontage of thirty two feet or thereabouts to Grosvenor Avenue in the Township of Jesmond in the City and County of Newcastle-upon-Tyne which piece of land intended to be hereby conveyed with the dimensions abutments and boundaries thereof is delineated and described on the plan drawn on this conveyance being thereon as to part thereof edged red and as to the remainder thereof edged blue and part of the

latter being coloured brown Together with the dwelling-house garage and buildings erected on the said piece of land or on some part or parts thereof respectively and known or intended to be known as "Gladenholm"

Except and reserved as hereinafter mentioned and (by way of conveyance and not of exception) Together with full right and liberty so far as the Vendors can grant (the same) for the Purchasers and their successors in title the owners or occupiers of the land herebefore conveyed or any part thereof and their respective servants and licensees in common with all other persons having from time to time the right to use the roadway herein after mentioned) at all times hereafter by day or by night and for all purposes with or without horses carts carriages waggons or other vehicles whether drawn or self-propelled and whether laden or unladen to go pass and repass and to drive cattle sheep and other animals along over and upon the roadway known as "Grosvenor Avenue" which is delineated on the said plan To hold the same UNTO the Purchasers in fee simple as joint tenants subject as hereinafter appearing

The Purchasers shall stand possessed of the premises hereby assured Upon trust to sell the same with power at discretion to postpone any such sale And shall stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits of the premises until sale (after payment of rates taxes costs of insurance repairs and other outgoings) In trust for the Purchasers

as joint tenants beneficially

XV the powers which are by the Settled Land Act 1925 or by Section 66 of the Law of Property Act 1925 made exercisable with the leave of the Court shall for the purposes of this deed ~~be exercisable~~ at the discretion of the trustees for sale without any order of the Court a Mortgagee shall not be concerned to see for what purpose money is raised and any person dealing for money or moneys worth may assume that all transactions not authorised under any statutory power have been duly authorised by the persons beneficially interested

3 The land hereinbefore described and conveyed is so conveyed subject to the exceptions and reservations set out in the First Schedule hereto and subject so far as thereby respectively affected to the matters specified in the Second Schedule hereto

4 In this conveyance and in the Schedules hereto the following expressions shall have the following meanings that is to say:-

"The Appointed Day" shall mean the day on which shall expire the period of Twenty one years calculated from the death of the last survivor of the following persons namely the parties to this conveyance and the descendants living on the First day of March One thousand nine hundred and twenty seven of his late Majesty King Edward the Seventh

"The Protected Lands" shall mean all the lands situate in or abutting on Grosvenor Road Grosvenor Avenue

Jesmond Lane Road and Queens Terrace or any of them at Jesmond aforesaid which immediately after execution of this conveyance will remain vested in the Vendors in fee simple as trustees of the said Will and Executor of the Testator _____

"The Manor House Estate" shall mean all so much as may from time to time remain of the protected lands after deduction therefrom of all such portions of the protected lands as may from time to time before the appointed day have been conveyed away by the Vendors (or their successors in title) otherwise than by a conveyance en bloc of the entirety of the Manor House Estate for the time being and otherwise than by way of demise for the term of years _____

"The Owners" shall mean the person or persons for the time being the owner or owners of or having the powers of a tenant for life under the Settled Land Act 1925 over the Manor House Estate _____

5 The Purchasers to the intent and so that the covenants hereinafter contained shall be binding on the said lands and premises hereby assured into whatsoever hands the same may come but not so as to render the Purchasers personally liable in damages for any breach of any restrictive stipulation occurring after they shall have parted with all interest in the premises in respect of which such breach shall occur doth hereby for themselves and their successors in title jointly and severally covenant with the Vendors and their successors in title the owner

or owners for the time being of the protected lands or any part thereof that the Purchasers and their successors in title well at all times hereafter in relation to the lands and premises hereby assured observe and perform the stipulations and regulations contained in the Third Schedule hereto Provided always that it shall be lawful for the Owners at any time or times before the appointed day with the consent of the Purchasers and their successors in title to release vary or modify all or any of the said covenants stipulations and regulations relating to the land hereby conveyed _____

6. The protected lands are not nor are the lands hereby conveyed subject to any building scheme and the Vendors and the Owners are absolutely entitled to alter or abandon all or any of the intended roads and the lay out of the protected lands and the sizes of the sites thereon and generally to deal with all or any of the protected lands free from all or any of the restrictions hereby imposed on the Purchasers _____

7. The Vendors hereby acknowledge the right of the Purchasers to production of the documents specified in the Fourth Schedule hereto (the possession whereof is retained by the Vendors) and to delivery of copies thereof _____

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first before written _____

The First Schedule
above referred to

Particulars of the hereditaments and rights
excepted or reserved out of the conveyance made by the
above written conveyance

Part 1
Exceptions

1 The above written conveyance is not by implication
or general words implied by statute to include or confer
on the Purchasers

- (a) Any part of the soil of Grosvenor Avenue
- (b) Any sewer drain or pipe vested in any local
authority or any water main or pipe or auxiliary water-
works vested in any water company or local authority
- (c) Any right of light or air over the protected lands or
any part thereof and the Purchasers and their successors
in title shall not by implication acquire any such right
- (d) Any right to restrict or otherwise object to the
building on or user of the protected lands or any part
thereof
- (e) Any easement quasi easement or other right which
affects the protected lands or any part thereof
- (f) Any right to enforce or prevent the release or
modification of any restrictive covenant or provision
now or hereafter affecting the protected lands or any
part thereof or to prevent the release or modification
of any restrictive covenant or provision now or hereafter
affecting any adjacent or neighbouring land already sold

and conveyed by the vendors or other the trustees of
the Will of the Testator

2. There are excepted out of the assurance contained in
the above written conveyance such of the coal fireclay and
other mines and minerals underneath the surface of the
lands assured by the above written conveyance as are not
vested in the vendors

Part II.
Reservations

There is reserved to the vendors and their successors
in title the owners or occupiers of the lands which in
the above written conveyance are referred to as the
protected lands the right to apply for and obtain an
order closing the public roadway of which the land
coloured brown on the said plan forms a part

The Second Schedule
above referred to

Matters subject to which (subject so far as thereby
respectively affected) the lands assured by the above
written conveyance are thereby assured

1. The rights of the local authorities and water company
in respect of sewers drains water mains and other pipes
and ancillary works
2. All such rights of winning working and carrying away
the mines and minerals excepted out of the assurance
made by the above written conveyance as the owner or
owners of such respective mines and minerals may have

3 All rights of way and drainage affecting the same and to the public right of way over the roadway known as Grosvenor Avenue and the footpath of which the land coloured brown on the said plan forms a part _____

The Third Schedule
above referred to

stipulations to be observed by the Purchasers _____

1 In this schedule the following expressions have the following meanings _____

"The Architect" shall mean the architect from time to time of the Owners _____

"The Plan" shall mean the plan drawn on the above written conveyance _____

"The Land" shall mean the land conveyed by the above written conveyance _____

2 The Purchasers will submit plans of the proposed dwellinghouse in duplicate to the Architect together with a short specification of the materials to be used for the external walls and roofs. The Architect will upon approval return one of the plans with such approval marked thereon _____

3 The Purchasers shall forthwith build and complete on the land with proper materials of all sorts in a good and workmanlike manner one substantial dwellinghouse with proper offices and outbuildings in strict accordance with the plans and specifications approved as aforesaid and subject to the inspection and _____

satisfaction of the Architect and in strict conformity with the particulars hereinafter contained and no building or erection except in strict accordance with plans and specifications approved as aforesaid and such particulars as aforesaid shall without the consent in writing of the owners be at any time built or erected on any site _____

4. All external facings of walls shall be of red bricks approved by the Architect or alternatively of hard common bricks covered with cement roughcast. All other walls shall be and remain built of good hard new bricks of a make approved by the Architect _____

5. All the stone used in and about these buildings and houses to be from an approved quarry _____

6. Each house shall be and remain not more than two storeys in height and shall not be occupied by more than one family _____

7. The roof shall be and remain covered with best Welsh slates and batts fastened with copper or zinc nails and shall have a ridge of tiles of a pattern approved by the Architect or alternatively the roofs may be covered with approved hard burnt red tiles of a colour and pattern approved by the Architect _____

8. Without the previous written consent of the owners no window or projection or erection of any kind shall be opened out or erected or set up beyond any building line shown on the plan and no approved building or erection shall be altered in outward form _____

9. The garden (where a garden is shown on the plan)

shall always be used, as a flower garden and not otherwise) and shall be enclosed on the side abutting on the roadway with a brick wall built in cement mortar with wood railing above and wood gate of pattern approved by the Architect on the sides abutting on other buildings sites the boundary is to be a crossed military fence four feet six inches high of approved pattern. No tree at present growing on the land shall be cut down unless it is absolutely necessary for building purposes. All gables shall be nine inch brick walls and in case of end houses shall be fourteen inches thick or twelve inch cavity walling.

10.

PL Sub-vendor shall give the necessary notice to the City Surveyor before commencing to build and shall comply with all the requirements of the City Improvement Acts whether the same be or be not herein contained.

11.

All gables (except in the case of end houses) and division yard walls and garden fences shall be party walls and fences and the entirety thereof shall always be maintained as division walls and fences and shall be erected as to one-half of the thickness thereof on the land conveyed and as to the other half which is not to be conveyed on the adjoining ground and where any purchaser shall have built or made any gable or any division wall or fence the subsequent purchaser of any adjoining site shall pay to the purchaser who so built or made the same one half of the value of the wall or fence so built or made reckoned according to the current cost of executing such work when the work was done the

amount in case of dispute to be settled by the Architect whose charge shall be borne by the said two purchasers in equal shares Provided always that where a part of a division wall or fence shall be a garage wall and the purchaser of the adjoining site shall not elect to use that portion of the dividing fence comprising such garage wall he shall be liable only to pay for one-half of the cost of the fence along the whole of such boundary (including that covered by a garage wall) as if the same were only a crested military fence

12. The surface of the streets and footpaths and all surface drains, sinks and gutters shall be formed to such levels and constructed of such materials and in such a manner as shall be approved by the Architect

13. In case the Vendor or owners have done or paid for or shall see fit to do or pay for any part of the work of forming, paving, flagging, channelling or draining the front and back streets connected with the land or the work of any access road or of any outlet, general or other sewer or drain where-so-ever situated by which the land shall be benefitted the Vendor shall pay to the Vendor or owners as the case may be a due proportion of the expense and charge thereby incurred and of maintaining the said streets and drains until the same shall be adopted as public streets and drains such proportion in case of difference to be settled by the Architect

14. The Vendor shall at his own expense lay and maintain proper drains, supply pipes for gas and water

cables for electric supply in each side to communicate with the common sewer and mains respectively in the street to which he must make his own connections and to the companies mains which will finish at the boundary of the said land

15

No part of the land or any building erected or to be erected thereon shall without the written consent of the owners be used as an alehouse or inn or for the sale of wine spirits or malt liquors or as a club nor without such consent as a shop or manufactory or public garage or otherwise than as a dwelling-house and in case of the breach of the whole or any part of the provisions contained in this clause the owners shall be entitled to recover and receive from the Purchasers their heirs executors administrators or assigns as and for liquidated damages agreed between the parties (and not by way of penalty) the sum of Fifty Pounds for each month or part of a month during which this condition or any part thereof shall be broken or infringed

The Fourth Schedule
above referred to

Particulars of the documents to which the above-written acknowledgment relates

| No | Date of Document | Parties to Document | Nature of Document |
|----|--------------------------------|---|--|
| 1. | 22 nd November 1897 | Esther Mary Clapham and Norman Clapham | <u>Conveyance</u> in sale to the Testator |

2 Farguhar Ulline of a piece of land containing
 Laing
 Five acres three roods and
 thirteen perches and including
 the site of Jesmond Cottage)
 on the North side of and
 abutting on Grosvenor Road
 at Jesmond Newcastle upon
 Tyne

2 24th March 1902

Attested copy certificate

of Redemption of Tithe Rent
 charges under the Tithe Act
 1836 to 1891

3 9th April 1918

Probate of the said Will
 and Codicil of Farguhar
 Ulline Laing

4 10th May 1927

Merle Eglewie
 Laing

Disclaimer of the Trusts of
 the Will and Codicil of the
 Testator
 N. B. Athole Eglewie Laing
 and Dudley Eglewie Laing
 (who were also Trustees of such
 Will and Codicil) respectively
 died on the twenty second
 day of February One thousand
 nine hundred and nineteen

Appendix X - 1932 Conveyance for 'site no.87' on Grosvenor Avenue

| No | Date of Document | Parties to Document | Nature of Document |
|----|--------------------------------|--|---|
| | | | and the first day of July one thousand nine hundred and sixteen |
| 5 | 25 th March 1927 | Commissioners for the redemption of Land Tax | <u>Certificate</u> of the Redemption of Land Taxes charged upon the property conveyed by the above written conveyance |
| 6 | 25 th April 1927 | 1. Jane Grace Lang and Alice Warner 2. The said Jane Grace Lang and Farguhar Alexander Ogilvie Lang | <u>Deed</u> releasing (inter alia) the property conveyed by the above written conveyance from two annuities charged by the Will of the Testator |
| 7 | 19 th November 1928 | 1. The said Jane Grace Lang the said Farguhar Alexander Ogilvie Lang and the said Keulle | <u>A</u> Deed of conveyance to the Trustees for sale from the Executors |

Ageline Laing
 2. The said Jane
 Grace Laing and
 Farguhar
 Alexander Ageline
 Laing

3. 20th December 1929

1. The said Farguhar
 Alexander Ageline
 Laing
 2. The said Adamson
 Rhagg

2 Deed of Appointment
 of New Trustees of the
 Testator Farguhar Ageline
 Laing

Signed sealed and delivered

by the before named Farguhar
 Alexander Ageline Laing in the
 presence of

M. Aitchhead
 24. Egremont Drive
 Gatishead.
 Clerk.

Farguhar A. L. Laing.

Signed sealed and delivered

by the before named Adamson Rhagg
 in the presence of

A. B. Boyd
 Solicitor
 Newcastle upon Tyne

Adamson Rhagg

Signed sealed and delivered

by the before-named John James Hedley in the presence of

John James Hedley

[Signature]
C. K. Boyd

Signed sealed and delivered

by the before-named George Hedley and Eleanor Ann Hedley in the presence of

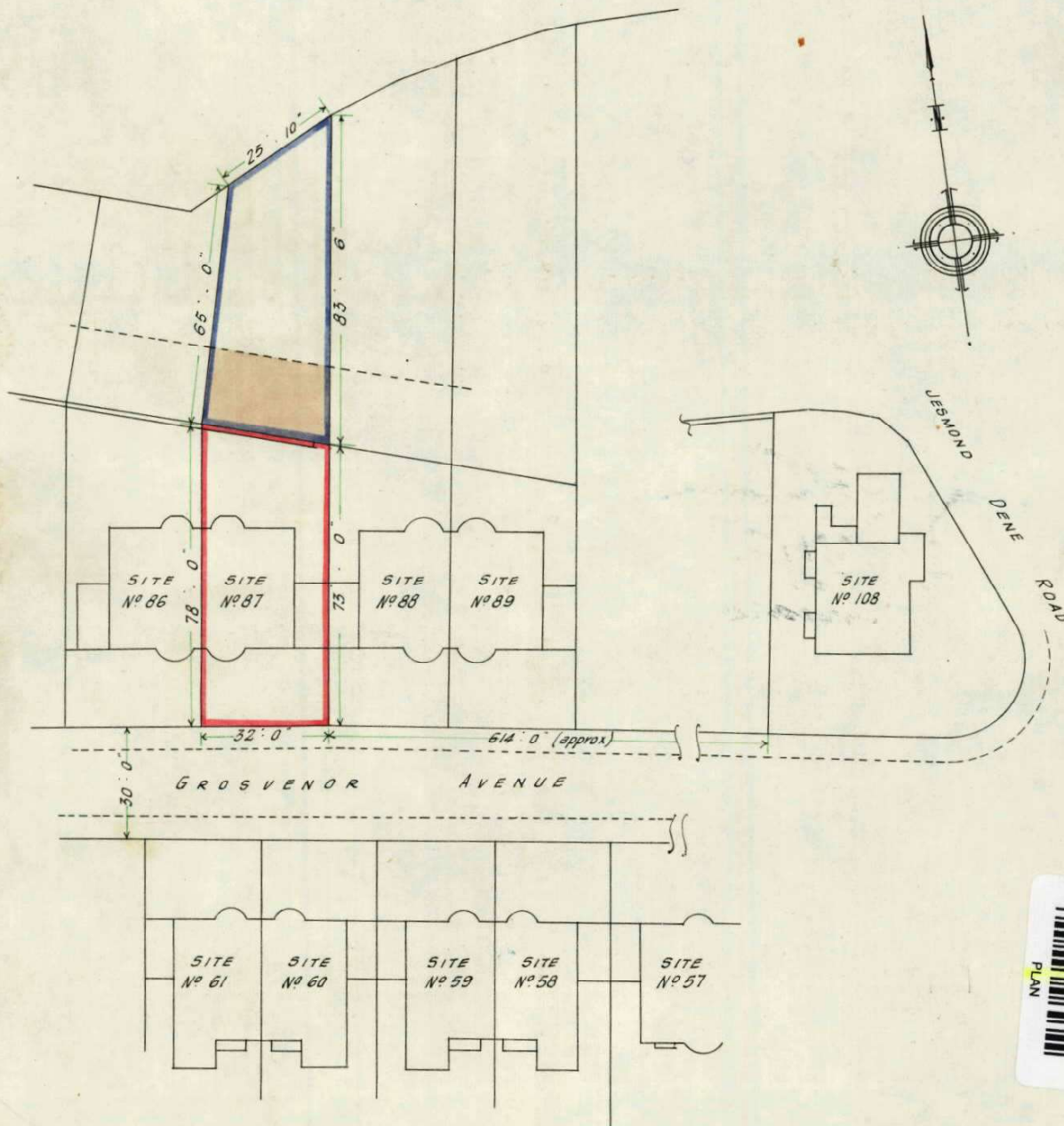
G. Hedley

William A. Thompson
Clerk with Thomas Leadbetter Hedley
Witnesses
Newcastle upon Tyne

R. A. Hedley

Plan referred to

AREA OF LAND COLOURED ROUND WITH RED = 269 SQ. YARDS or thereabouts
AREA OF LAND COLOURED ROUND WITH BLUE = 218 SQ. YARDS " "



Scale : 1/500TH or 41.66 Feet to One inch



Dated 14th June 1932

(1)

Tarqular A. O. Laing
Esquire and Another

to

16th & 16th of Hedley

Conveyance

of

freehold premises in Grosvenor
Avenue forming site 87 of the Manor
House Estate in the Township of
Jeumont in the City and County of
Newcastle-upon-Tyne

Leadletter & Harvey,
Solicitors,
Newcastle-upon-Tyne.