

Thomas & Sons Ltd

(38)

2

P.S.

Blitheroe



# This Conveyance



made the  
*fifteenth* day

of ~~May~~ *July* One thousand nine hundred and forty eight  
BETWEEN [redacted] of "The Bungalow" Waddington in the  
County of York Widow and [redacted] of Rock House  
Waddington aforesaid Grocer and Corn Dealer (hereinafter  
called "the Vendors") of the one part and [redacted]  
[redacted] of West View Waddington aforesaid Roadman and  
[redacted] of West View Waddington aforesaid  
Spinster (hereinafter called "the Purchasers") of the  
other part

## WHEREAS:-

(1) At the date of his death hereinafter recited [redacted]  
[redacted] (hereinafter called "the Testator") was seised of  
the property hereinafter described and intended to be  
hereby conveyed in fee simple in possession subject to a  
Legal Charge dated the Tenth day of January One thousand  
nine hundred and thirty six made between the said [redacted]  
[redacted] of the one part and Barclays Bank Limited of the  
other part and to a Legal Charge dated the Twenty fourth  
day of February One thousand nine hundred and forty seven  
made between the said [redacted] and the said [redacted]  
[redacted] of the first part the said [redacted] of the second  
part and Barclays Bank Limited of the third part

*(Handwritten signature/initials)*

Photo  
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LA948510



SEQ183

**These are the notes referred to on the following official copy**


Title Number LA948510

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(2) The Testator died on the Fifth day of September One thousand nine hundred and forty four having made his Will dated the Twenty fifth day of April One thousand nine hundred and forty four whereby he appointed the Vendors to be the Executors thereof who proved the same on the First day of February One thousand nine hundred and forty five in the Principal Probate Registry at Llandudno

(3) By two Vacating Receipts each dated the Eighth day of July One thousand nine hundred and forty seven endorsed respectively on the said Legal Charge dated the Tenth day of January One thousand nine hundred and thirty six and the said Legal Charge dated the Twenty fourth day of February One thousand nine hundred and forty seven Barclays Bank Limited acknowledged having received the balance of the principal money and interest secured by the said Legal Charges \_\_\_\_\_

(4) The Vendors have not given or made any assent or conveyance in respect of a Legal estate in or affecting the said property hereinafter described and intended to be hereby conveyed or any part thereof \_\_\_\_\_

(5) The Vendors have agreed with the Purchasers to sell to them the unincumbered fee simple of the said property hereinafter described and intended to be hereby conveyed together with the rights and subject to the reservations hereinafter contained or mentioned at the price of Nine hundred and fifty pounds \_\_\_\_\_



NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Nine hundred and fifty pounds now paid by the Purchasers out of monies belonging to them on a joint account to the Vendors (the receipt of which sum the Vendors hereby acknowledge) and of the yearly rent charge hereinafter reserved the Vendors as the Personal Representatives of the Testator and in exercise of their statutory powers hereby convey unto the Purchasers ALL THAT freehold plot of land situate in Waddington in the West Riding of the County of York on the Westerly side of the highway leading from Clitheroe in the County of Lancaster to Waddington aforesaid (being part of a larger plot of land containing in the whole One thousand six hundred and seventy seven superficial square yards or thereabouts be the same more or less and delineated and described in the plan annexed to a Conveyance dated the Ninth day of January One thousand nine hundred and thirty six made between [REDACTED] of the first part the said [REDACTED] and the Testator of the second part and the Testator of the third part) which said plot of land hereby conveyed is for the purpose of identification only delineated and edged red upon the plan hereto annexed AND ALSO ALL THAT messuage or dwellinghouse erected thereon or upon some part thereof now Numbered 11 in Spring Gardens Waddington aforesaid and now or intended to be occupied by the Purchasers TOGETHER with the outbuildings and conveniences



thereto belonging EXCEPT AND RESERVING unto the Vendors their successors in title and all persons authorised by them the right in perpetuity at all times to pass and repass on foot and with barrows for all purposes connected with the use and enjoyment of the Vendors property adjoining or adjacent to that hereby conveyed over and along so much of the said property hereby conveyed as is hatched brown upon the said plan TO HOLD the same (except and reserved as aforesaid) unto the Purchasers in fee simple as joint tenants RESERVING out of the premises to the Vendors a perpetual yearly rent charge of Three pounds to be for ever hereafter charged upon and issuing out of the property hereby conveyed clear of all deductions (except Landlord's Property Tax) and payable by equal half yearly payments on the Twelfth day of May and the Twelfth day of November in every year the first payment whereof (or a proportionate part thereof calculated from the date hereof) shall be made on the Twelfth day of November next \_\_\_\_\_

2. The Purchasers for themselves and their successors in title hereby covenant with the Vendors as follows namely:-

- (a) that they will for ever hereafter leave open and unbuilt upon so much of the said property hereby conveyed as is hatched brown on the said plan
- (b) that if and whenever called upon so to do they will pay and contribute one seventh part or share of the cost of maintaining the sewer or drain which serves the said property hereby conveyed and the adjoining property

now or formerly of the Vendors being Numbers 12, 13, 14, 15 and 16 Spring Gardens aforesaid and the Cottage at the rear of Number 16 Spring Gardens aforesaid

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED  
as follows namely:-

(a) the walls and fences separating the said property hereby conveyed from the adjoining property of the Vendors on the Southerly side between the points marked "A" and "B" on the said plan) shall henceforth be joint party walls and fences and used repaired and maintained accordingly

(b) all existing rights or means of support as between the said property hereby conveyed and the adjoining property of the Vendors shall be and remain as they have hitherto been under one ownership

(c) all downspouts fall pipes and troughs hitherto used and enjoyed jointly in connection with the said property hereby conveyed and the adjoining property of the Vendors shall remain and be henceforth so used and enjoyed and that the cost and expense of repairing renewing and maintaining the same shall henceforth be borne by the Vendors and the Purchasers in proportion to the extent of their joint ownership

4. THE Purchasers shall stand possessed of the property hereby conveyed upon trust to sell the same with power at discretion to postpone the said sale AND shall stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits until sale



(after payment of rates taxes costs of insurance repairs and other outgoings) In Trust for the Purchasers as joint tenants beneficially

5. ALL the powers which are by the Settled Land Act 1925 or Section 66 of the Law of Property Act 1925 made exercisable with the leave of the Court shall for the purpose of this deed be exercisable at the discretion of the trustees for sale without any order of the Court and the trustees for sale shall have full power at any time hereafter to mortgage lease or otherwise dispose of all or any part of the said property hereby assigned with all the powers in that behalf of an absolute owner AND a mortgagee shall not be concerned to see for what purpose money is raised and any person dealing for money or money's worth may assume that all transactions not authorised under any statutory powers have been duly authorised by the persons beneficially interested

6. THE covenants implied by virtue of Section 77 (1) (A) of the Law of Property Act 1925 are incorporated in this deed

7. THE Vendors hereby acknowledge the right of the Purchaser to the production of the deeds and documents specified in the Schedule hereto and to delivery of copies thereof

8. 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 One thousand five hundred pounds  
IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

THE SCHEDULE hereinbefore referred to

<u>DATE OF DEED OR DOCUMENT</u>	<u>DESCRIPTION OF DEED OR DOCUMENT</u>	<u>PARTIES TO DEED OR DOCUMENT</u>
19th December 1919	<u>CONVEYANCE</u>	(1) [REDACTED] (2) [REDACTED]
3rd September 1927	<u>MORTGAGE</u> (with Vacating Receipt endorsed dated 7th January 1936)	(1) [REDACTED] (2) The Manchester and County Bank Limited
9th January 1936	<u>CONVEYANCE</u>	(1) [REDACTED] (2) [REDACTED] (3) [REDACTED]
10th January 1936	The hereinbefore mentioned <u>Legal Charge</u>	
24th February 1937	The hereinbefore mentioned <u>Legal Charge</u> .	
1st February 1945	The hereinbefore mentioned <u>PROBATE OF THE WILL</u> of the said [REDACTED]	

SIGNED SEALED AND DELIVERED by )  
the said [REDACTED] in the )  
presence of:- )  
[REDACTED]



SIGNED SEALED AND DELIVERED by )

the said [REDACTED] in the )

presence of:- )

SIGNED SEALED AND DELIVERED by )

the said [REDACTED]

in the )

presence of:- )

WEST RIDING OF YORKSHIRE  
REGISTRY OF DEEDS, WAKEFIELD.

REGISTERED 23 DECEMBER 1948 AT 10-00a.m.

IN VOLUME 190 PAGE 653. NUMBER 307.

*James Henryson*

REGISTRAR

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