

SHAW & BONS LTD.
Solicitors
15, MARK LANE,
LONDON, E.C.3.

His Indenture

made the sixth day of
January One thousand nine
hundred and twenty five BETWEEN

SIR ARTHUR JOHN DORMAN of Grey Towers Nunthorpe near Middlesbrough in the County of York Baronet (hereinafter called "the Vendor") of the one part and WILLIAM JAMES O'NEILL of Middlesbrough aforesaid Company Director - - (hereinafter called "the Purchaser") of the other part.

WHEREAS by an Indenture dated the twenty second day of March One thousand nine hundred and seven and made between Sir Alfred Edward Pease and Claude Edward Pease of the first part Joseph Albert Pease and Edward Lloyd Pease of the second part Sir Jonathan Edward Backhouse and Charles Hubert Backhouse of the third part and the Vendor of the fourth part the hereditaments hereinafter described were (together with other hereditaments) conveyed unto and to the use of the Vendor in fee simple

AND WHEREAS the Vendor has agreed with the Purchaser for the sale to him of the hereditaments hereinafter described and the inheritance thereof in fee simple in possession free from incumbrances at the price of Eight thousand five hundred pounds

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED POUNDS paid to the Vendor by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor hereby acknowledges) the Vendor AS BENEFICIAL OWNER hereby grants and conveys unto the Purchaser and his heirs ALL THAT piece or parcel of freehold land situate at Nunthorpe in the Parish of Great Ayton in the North Riding of the County of York with the Capital messuage or Mansion House known as "Nunthorpe Hall" with the gardens buildings lands and hereditaments occupied or held therewith AND the buildings land and cottages to the said messuage belonging ALL which said messuage and lands are situate in the Township of Nunthorpe aforesaid and contain or ^{not exceeding} amount to twenty five acres or thereabouts and are delineated on the plan drawn on these presents and thereon coloured round with red TOGETHER with all the boundary fences thereof AND TOGETHER WITH (so far as the Vendor can grant the same and subject to the rights of all other persons entitled thereto) a full and free right for all - - purposes of road way through over and along and of drainage under the road on the North side of the hereditaments hereby conveyed and coloured yellow on the said plan AND TOGETHER WITH a full and free right to use in common with the - - Vendor his heirs and assigns the sewage bed at present existing in the fields to the Eastward of the hereditaments hereby conveyed with all reasonable and proper rights of drainage and access thereto with liberty to maintain and repair the same RESERVING to the Vendor his heirs and assigns a full right of road for



all purposes through and over the lane at the southern end of the hereditaments hereby conveyed and coloured green on the said plan AND ALSO RESERVING to the Vendor his heirs and assigns all mines of salt and brine and other mines and minerals of every description under the land hereby conveyed with full power to work and get the same out by underground workings only and without entering upon or in any manner affecting or exercising any rights or powers whatsoever over the surface of the said land the Vendor paying to the Purchaser his heirs or assigns compensation for any damage or injury occasioned by the underground workings of the Vendor such damage in case of difference to be settled by - - Arbitration in manner provided by the Arbitration Act 1850 or any Statutory amendment thereof for the time being in force.

TO HOLD the same UNTO AND TO THE USE of the Purchaser in fee simple AND the Purchaser hereby covenants with the Vendor so that such covenants shall be binding on the Purchaser and all future owners and occupiers thereof out so as not to impose on the Purchaser his heirs or assigns any personal liability after his her or their estate or interest in the said - - hereditaments hereby conveyed or any part thereof shall have ceased or determined that is to say:-

THAT the Purchaser owner or occupier for the time being of the hereditaments hereby conveyed will not without the written consent of the Vendor use or permit to be used or exercised in or upon the said land or any houses or buildings thereon any trade business manufacture or employment whatsoever which is or may be deemed by the Vendor to be a public or private nuisance or for the storage manufacture or sale of ale beer wine spirituous liquor or spirit or allow to be erected thereon any wooden or other hoarding for the purpose of bill posting AND THAT the Purchaser will maintain the said sewage bed and the drains leading thereto in good and sanitary condition so that the same shall not constitute a nuisance or annoyance to the owner or occupier of the adjoining land but in the event of the Purchaser failing to maintain the said drains and sewage bed in a good and sanitary condition the Vendor may after giving two calendar months notice in writing requiring any nuisance thereby caused to be abated cause the work to be done himself and the Purchaser will pay to the Vendor all expenses incurred thereby but in the event of the Vendor his heirs or assigns using the said sewage bed the cost of maintaining the same shall be borne by the Purchaser and the persons so using the same proportionately according to the Poor Rate Assessment imposed upon the premises draining into the said sewage bed AND THAT he the Purchaser will at his own expense if required by the Vendor whenever the land now unfenced between the points marked

"A" and "B" on the said plan ceases to be in the same occupation as the adjoining land of the Vendor or if the land continues in the same occupation if and - - whenever the Purchaser desires it to be done: erect on the land hereby conveyed and for ever thereafter maintain a good and substantial fence between the points marked "A" and "B" on the said plan and the Purchaser will at all times - hereafter maintain the boundary fences on the land hereby conveyed AND THAT he the Purchaser will annually on demand by the Vendor pay to the Vendor the sum of Six shillings and fivepence being his proportionate part of the sum of Five pounds payable to the Curate of the Curacy of Nunthorpe in lieu of tithe and the sum of One pound three shillings being his apportioned part of the sum of Nine pounds two shillings and onepenny for land tax and in consideration thereof the Vendor his heirs and assigns hereby covenants with the Purchaser his heirs and assigns thereupon, to - - indemnify the Purchaser his heirs and assigns from and against all claims in respect of the said tithes and land tax AND the Vendor for himself his heirs and assigns and his successors owners for the time being of the present water supply serving the hereditaments hereby conveyed hereby covenants with the Purchaser his heirs and assigns that he the Vendor his successors and assigns will supply water to such last mentioned hereditaments and to any extensions - - thereof and to any other buildings erected on the hereditaments hereby conveyed if and so long as the Purchaser his heirs or assigns shall require the same the Purchaser or other persons taking the supply paying the rates charged to other users for such water supply until a public water supply is available within a distance of fifty yards from the hereditaments hereby conveyed AND the Vendor hereby - - acknowledges the right of the Purchaser to production and delivery of copies of the documents of title specified in the Schedule hereto and hereby undertakes for the safe custody thereof I N W I T N E S S whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

THE SCHEDULE REFERRED TO

13th May 1902 INDENTURE of this date made between Sir Joseph - - Whitwell Pease of the one part and the said Joseph Albert Pease of the other part.

14th May 1902 INDENTURE of this date made between the said Joseph Albert Pease of the one part and the said Alfred Edward Pease and the said Claude Edward Pease of the other part.

3rd September 1904 INDENTURE of this date made between the said Sir Alfred

Edward Pease and the said Claude Edward Pease of the one part and E K Fox of the other part.

6th September 1904 INDENTURE of this date made between the said E K Fox of the one part and the said Sir Alfred Edward Pease and the said Claude Edward Pease of the other part.

7th September 1904 INDENTURE of this date made between the said E K Fox of the one part and the said Joseph Albert Pease and the said Edward Lloyd Pease of the other part.

14th April 1905 INDENTURE of this date made between the said E K Fox of the one part and the said Jonathan Edward Backhouse and the said Charles Hubert Backhouse of the other part.

22nd March 1907 THE hereinbefore recited Indenture of this date.

SIGNED SEALED AND DELIVERED by the said)
Sir Arthur John Dorman in the presence of)

A. M. Dorman
De. Red House New Street
Secretary to Limited Company.

A. J. Dorman
W. J. O'Neill

SIGNED SEALED AND DELIVERED by the said)
William James O'Neill in the presence of)

W. J. O'Neill
Solicitor
Middleborough

REGISTERED AT NORTHALLERTON BY THE ENROLMENT
OF A *copy* ON THE *17th* DAY OF *January*
1915 AT *10* IN THE *fore* NOON IN VOLUME *414*
PAGE *286* NUMBER *149*

REGISTRAR

17

M E M O: That although the field to the South of the Hall and Park is said on the plan to have an area of 15 acres and although the area of the whole is spoken of as 25 acres, yet by a recent survey the area of the field is only 9.37, and consequently of the whole land comprised in the Conveyance is 19.37 acres only.

2-2

DATED

6th January 1925

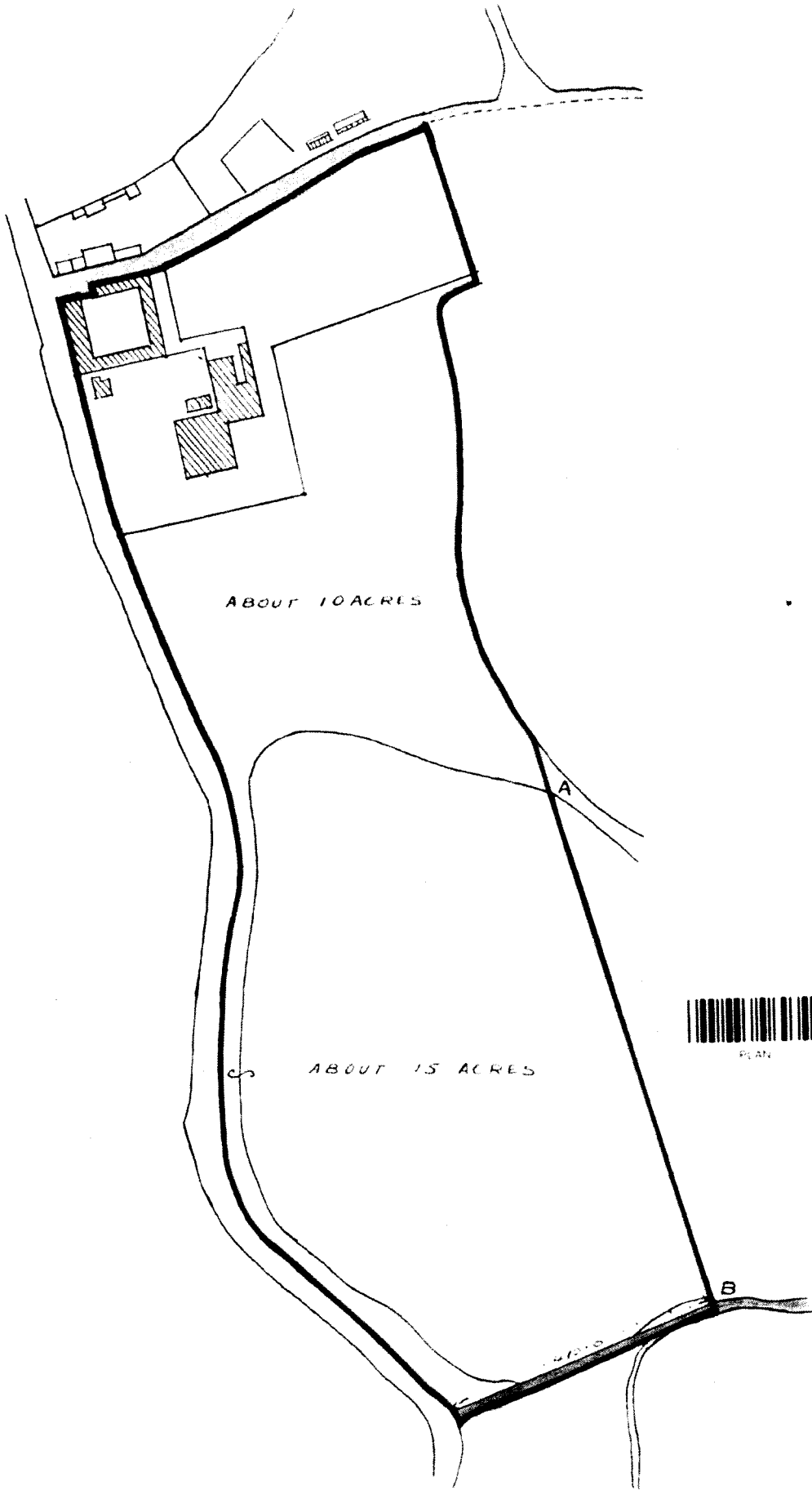
SIR A. J. DORMAN BARONET

to

W. J. O'NEILL ESQ.,

C O N V E Y A N C E of hereditaments and premises known as "Nunthorpe Hall" and certain land adjoining thereto in the County of York.

J.W.R. PUNCH & ROBSON
MIDDLESBROUGH



ABOUT 10 ACRES

ABOUT 15 ACRES



PLAN