

008/012

20417.

DATED. 11 May 1956.

IN THE ESTATE OF WILLIAM DENISON DAVIES - deceased.

11

TRANSFER OF MORTGAGE  
— on —  
Newland House Farm Horton-in-Ribblesdale.

WATSON, SOUTHWORTH & RUSHTON,  
DARWEN.



THIS TRANSFER OF MORTGAGE is made the eleventh day of May One thousand nine hundred and fifty six

BETWEEN WILLIAM RUSSELL DAVIES of Auchenbrae Rockcliffe Dalbeattie Kirkcudbrightshire Retired Cotton Manufacturer (hereinafter called "the Transferor") of the one part and the said WILLIAM RUSSELL DAVIES and AGNES WEIR SHAW DAVIES his Wife (hereinafter collectively called "the Beneficiaries") of the other part

WHEREAS

1. This Deed is supplemental to a Legal Charge (hereinafter called the Legal Charge) dated the Twenty third day of June One thousand nine hundred and fifty five and made between William Ashworth Cowell and Mary Cowell of the one part and William Denison Davies of the other part whereby the property described in the schedule hereto was charged by way of legal mortgage with the payment to the said William Denison Davies of the sum of One thousand one hundred pounds with interest thereon as therein more particularly mentioned

2. The said William Denison Davies advanced the further sum of Five hundred pounds ten shillings on the security of the said premises on the Eighth day of September One thousand nine hundred and fifty five

3. The said William Denison Davies died on the Nineteenth day of September One thousand nine hundred and fifty five Intestate and Letters of Administration to his estate

were on the Fifteenth day of October One thousand five hundred and fifty five granted out of the Principal Probate Registry to the Transferor \_\_\_\_\_

4. The Transferor has duly paid and discharged or otherwise made provision for all debts funeral and testamentary expenses and death duties payable out of the estate of the said William Denison Davies without recourse to the said Mortgage debt or further advance \_\_\_\_\_

5. The Beneficiaries have requested the Transferor to transfer the benefit of the Legal Charge and further advance to them in manner hereinafter appearing which the Transferor has agreed to do \_\_\_\_\_

NOW THIS DEED WITNESSETH as follows:-

1. The Transferor as Personal Representative of the said William Denison Davies deceased hereby transfers to the Beneficiaries all the benefit of the Legal Charge and further advance \_\_\_\_\_

2. The Beneficiaries shall stand possessed of the principal monies and interest secured by the Legal Charge and further advance UPON TRUST for themselves as Tenants in common in equal shares \_\_\_\_\_

3. The Transferor hereby acknowledges the right of the Beneficiaries to production of the said Grant of Letters of Administration and to delivery of copies thereof and if and so far as such acknowledgment may not have \_\_\_\_\_ statutory effect and so far as relates to the acts and defaults of himself and his own Personal Representatives

and so as to bind himself and his Personal Representatives only so long as the said Grant is in his or their \_\_\_\_\_ possession or under his or their control and not further or otherwise and with intent so far as may be to bind the said Grant into whosoever hands the same may come hereby covenants with the Beneficiaries and the persons deriving title under them that he or his Personal \_\_\_\_\_ Representatives will (unless prevented by fire or \_\_\_\_\_ unavoidable accident) upon the reasonable request in writing and at the cost of the Beneficiaries or the persons deriving title under them produce the said Grant or cause the same to be produced at all reasonable times to them or to their Solicitor or Agent or any person \_\_\_\_\_ appointed by them for the purpose of inspection and comparison with abstracts or copies thereof and will produce or cause the same to be produced in the course of any judicial proceedings or otherwise for the proof or support of the title or claim of the Beneficiaries or the persons deriving title under them or any other purpose relative thereto And will also at the like request and cost deliver to the Beneficiaries or the persons \_\_\_\_\_ deriving title under them such true attested or unattested copies of the said Grant and all indorsements thereon as they may require \_\_\_\_\_

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written \_\_\_\_\_

THE SCHEDULE ABOVE REFERRED TO  
ALL that freehold farm known as Newland House Farm  
situate in the Parish of Horton-in-Ribblesdale in the  
West Riding of the County of York containing Six hundred  
and seventy eight acres two roods Thirty two perches or  
thereabouts TOGETHER with (a) Five sheep gaits on Mean  
Moss (b) A right of Turbary on Fawcett Moor

SIGNED SEALED AND DELIVERED

by the before named William  
Russell Davies in the  
presence of

*W Russell*

*J. L. Young*  
*Lockfoot*  
*by Dumfries*  
*Architect*

SIGNED SEALED AND DELIVERED

by the before named Agnes  
Weir Shaw Davies in the  
presence of

*A. W. S. Davies*

*J. L. Young*  
*Lockfoot*  
*by Dumfries*  
*Architect*

WATSON, SOUTHWORTH & RUSHTON,  
SOLICITORS.  
A. J. WATSON,  
E. SOUTHWORTH,  
FRANK CRIBBINGTON.  
TELEPHONES DARWEN 600 & 1200.

*33/35, Railway Road,  
Darwen.*

No 11871

*26 July 1957*

Received from *L. A. Cowell Esq.*  
the sum of *Five hundred and eleven Pounds*  
*Five* Shillings and *five* Pence  
repayment of mortgage to *Mr & Mrs L. A. Darcy*  
on *Newlands House Farm Horton in Ribblesdale*

*£ 611-5-5.*

Per Pro WATSON, SOUTHWORTH & RUSHTON,



*9*