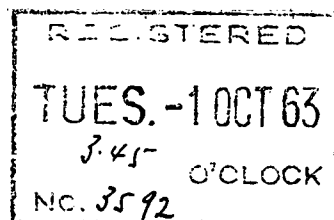


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OCTOBER
1963
MALEW



THIS DEED made this Sixteenth day of May One thousand nine hundred and sixty three B E T W E E N HERBERT HAROLD SIMCOCKS of "Rushen Abbey House" Ballasalla in the Parish of Malew Company Director and ROBERT KINLEY EASON now of 1 Hope Street in the Borough of Douglas High Bailiff Trustees of the Will of LILLIAN MAUDE SIMCOCKS late of "Always" Abbey Road Ballasalla aforesaid Widow deceased (hereinafter called "the Trustees" which expression unless inconsistent with the context shall include the said Herbert Harold Simcocks and Robert Kinley Eason and the survivor of them and the executors and administrators of such survivor their or his assigns or other the Trustees or Trustee for the time being acting under the Trusts of the Will of the said Lillian Maude Simcocks deceased) of the one part and WILLIAM MONTAGUE SIMCOCKS of "Always" Abbey Road Ballasalla aforesaid Electrical Engineer (hereinafter called "the Purchaser" which expression unless inconsistent with the context shall include the executors administrators and assigns of the said William Montague Simcocks) of the other part

W H E R E A S

1. Lillian Maude Simcocks of "Always" Abbey Road Ballasalla in the Parish of Malew Widow (hereinafter called "the Testatrix") duly made and published her Last Will and Testament bearing date the 23rd day of December 1957 whereof she appointed her son Herbert Harold Simcocks and Robert Kinley Eason then of 37 Athol Street in the Borough of Douglas Advocate to be Executors and Trustees
2. The Testatrix died on the 18th day of February 1963 without having altered or revoked her said Will and Probate whereof was on the 16th day of March 1963 granted to the Trustees the Executors therein named
3. The Testatrix was at the date of her death well entitled to seised and possessed in fee simple of (inter alia) ALL and SINGULAR the hereditaments and premises called and known as "Always" Abbey Road Ballasalla aforesaid which said hereditaments and premises are more particularly set forth and described in the Schedule hereto (hereinafter called "the Scheduled Property")
4. By her said Will the Testatrix devised (inter alia) the Scheduled Property unto her Trustees in the following words:-

"AND as to the two dwelling houses owned by me and situate and known as "Always" Abbey Road aforesaid and "The Beeches" Abbey Road

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"aforesaid Together with all land belonging thereto respectively
"and all buildings and erections thereon I LEAVE and DEMISE the same
"unto my Trustees Upon Trust to sell the same subject as hereinafter
"provided by Public Auction or Private Treaty..."

X "AND as to the dwelling house and premises situate and known as
"Always" Abbey Road aforesaid I HEREBY FURTHER ESPECIALLY DIRECT
"that my Trustees shall on my death permit any of my children other
"than my daughter the said Lillian Molly Kennaugh to purchase the
"same at such sum as shall be fixed therefore by a competent and
"qualified Valuer as being the fair value thereof at my death
"Provided Always that such purchase shall be completed within three
"calendar months from the date of my death Provided that this
"clause shall not preclude my daughter the said Lillian Molly Kennaugh
"from purchasing the said dwelling house and premises "Always"
"aforesaid in the event of all other of my children indicating that
"neither of them wishes to acquire the same"

5. The Purchaser a son of the Testatrix has agreed to purchase the
Scheduled Property for the sum of THREE THOUSAND SIX HUNDRED POUNDS
(£3,600) which is the sum fixed in terms of the special direction
hereinbefore recited

NOW THEREFORE THIS DEED WITNESSETH that the Trustees in pursuance
of the said Agreement and in exercise of the trust contained in the
said Will of the Testatrix and of all power them in that behalf
enabling and in consideration of the sum of THREE THOUSAND SIX
HUNDRED POUNDS (£3,600) to the Trustees paid by the Purchaser
(the receipt whereof is hereby acknowledged) DO HEREBY grant bargain
and for ever absolutely sell and convey unto the Purchaser ALL and
SINGULAR the Scheduled Property with all ways waters watercourses
liberties privileges easements rights and advantages whatsoever
appertaining to the Scheduled Property or any part thereof or used
occupied or enjoyed therewith or reputed or known as part or parcel
thereof or appurtenant thereto AND IN PARTICULAR with the right
hereby granted to the Purchaser owner or owners for the time being of
the Scheduled Property to enter upon the adjoining property of
the Trustees called and known as "The Beeches" at all reasonable times
and with or without workmen and appliances for the purpose of
maintaining repairing and renewing the garage erected on the Scheduled
Property TO HOLD the same unto the Purchaser in fee simple from this
date absolutely and for ever BUT SUBJECT NEVERTHELESS to and with the

benefit of all covenants conditions agreements and stipulations affecting the Scheduled Property and contained or referred to in any Deed of Sale or other instrument of title thereof prior in date hereto and duly recorded AND IN PARTICULAR the covenants conditions agreements and stipulations contained in a Deed of Conveyance bearing date the 18th day of June 1938 from Rushen Abbey and Gardens Limited to the Testatrix so far forth as the same are now validly subsisting and capable of being enforced and subject also to all rights of way water light or other easements (if any) legally subsisting thereover

AND the Purchaser (with the object and intention of affording to the Trustees a full and sufficient indemnity in respect of the said covenants conditions agreements and stipulations but not further or otherwise) DOETH HEREBY covenant with the Trustees that he the Purchaser will at all times hereafter observe perform and be bound by all the said covenants conditions agreements and stipulations and will keep the Trustees and the Estate of the Testatrix indemnified against all actions suits proceedings costs damages claims demands and liability in respect of any breach thereof arising after the date hereof

AND the Trustees DO HEREBY declare that they have not executed or done or knowingly suffered to be done or been party or privy to any act deed matter or thing whereby or by means whereof the Scheduled Property or any part thereof is or may be impeached charged affected or encumbered in title estate or otherwise or whereby or by means whereof they are hindered or prevented from conveying the Scheduled Property or any part thereof in manner hereinbefore contained

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names this the day month and year first before written

SCHEDULE WITHIN REFERRED TO

ALL and SINGULAR those two parcels of land part of the Estate of Rushen Abbey situate abutting Abbey Road Ballasalla in the Parish of Malew and being represented by the portions delineated and coloured pink on the plan hereto annexed and to which hereditaments and premises (inter alia) the Testatrix became entitled by two Deeds of Conveyance bearing date respectively the 18th day of June 1938 and the 4th day of May 1948 from Rushen Abbey and Gardens Limited TOGETHER with the dwelling house called and known as "Always" the garage and all other buildings now erected on the said parcels of land

SIGNED and DELIVERED by the
Trustees in presence of:-

Helen h. Kinnig.

[Handwritten signature]
[Handwritten signature]

SIGNED and DELIVERED by the
Purchaser in presence of:-

Helen h. Kinnig.

[Handwritten signature]



the *29th* day of *July* At *Douglas* 19 *63*

Helen Lily Kinnig the subscribing
Witness to the execution of the foregoing Deed (who is
known to me) personally appeared and made Oath on
the Holy Evangelists that *Herbert Harold*
Simcocks, *Robert Kinley Eason* & *William Montague*
the executing parties thereto duly signed and
executed the same and the plan thereto
annexed _____ In her
presence.

Before me

COMMISSIONER FOR OATHS

REGISTRY OF DEEDS. ISLE OF MAN.

14 October 19 *63*

I certify that the foregoing Deed was this day
at the hour of *3.45* o'clock *afternoon*
received by me at this office for the purpose of
being Registered and Recorded according to Law
and the same is duly Registered and Recorded and
Entered in the Deeds Register *36* Page *277*
No. *3592*

Registrar.

Dated this 17th day May 1963

M A L E W

HERBERT HAROLD SIMCOCKS and
ROBERT KINLEY EASON Trustees of
the Will of LILLIAN MAUDE SIMCOCKS
deceased

-to-

WILLIAM MONTAGUE SIMCOCKS

CONVEYANCE

Dickinson, Cruickshank & Co.,
Advocates,
Athol Street,
DOUGLAS.