



THIS INDENTURE made the *8th* day of *December* One thousand nine hundred and seventy-two BETWEEN DAVID DONALDSON AND JOHN DONALDSON both of Largy, Limavady, in the County of Londonderry, Farmers, (hereinafter called "the Vendors") of the one part and THE MINISTRY OF DEVELOPMENT FOR NORTHERN IRELAND (hereinafter called "the Ministry") of the other part

1. By Indenture of Marriage Settlement dated 26th day of April 1887 between John Edward Ritter of the first part, Elizabeth Jane Smith Stanton (afterwards Ritter) of the second part and Frederick Ritter, Joseph Wilfred Stanton and John Darke Stanton of the third part made in contemplation of the marriage (afterwards solemnised) of the said John Edward Ritter and Elizabeth Jane Smith Stanton, an undivided share in the hereditaments which included the lands hereinafter described in the Schedule hereto and intended to be hereby conveyed was limited and settled to the use of the said Frederick Ritter, Joseph Wilfred Stanton and John Darke Stanton upon trust in the events which happened for the said Elizabeth Jane Smith Stanton for her life with remainder to such of her children as she should by Will appoint.
2. By Deed of partition dated 16th day of January 1839 between Jane Ritter of the first part the said John Edward Ritter and Elizabeth Jane Smith Ritter of the second part, Frederick Ritter, John Darke Stanton and Alfred John Stanton the then Trustees of the above recited Settlement of the third part and Charles Dalrymple, Hay Campbell of the fourth part the entirety of the lands of which included the lands hereinafter described in the Schedule became vested in severalty in the said Frederick Ritter, John Darke Stanton and Alfred John Stanton to the use and upon the trusts contained in the above recited Settlement.
3. By divers mesne assurances acts in the law and events and ultimately by an Indenture of Conveyance dated the 21st day of March 1955 between the Belfast Bank Executor and Trustee Company Limited of the first part, George Henry Perrott Buchanan of the second part and Charles Edward Moncrieff Gilpin of the third part the lands inter alia described in the Schedule hereto became vested in the said Charles Edward Moncrieff Gilpin in fee simple.

Registered in the Registry of Deeds, Belfast

on *1st* day of *January* 1973 Book *211* No. *9*

[Handwritten signature]

4. By an Indenture of Conveyance dated the 26th day of March One thousand nine hundred and fifty-six between the said Charles Edward Moncrieff Gilpin of the one part and the Vendors of the other part inter alia the lands described in the Schedule hereto became vested in the Vendors in fee simple
5. The Vendors have agreed to sell the lands described in the Schedule hereto to the Ministry for Four hundred and twenty-five pounds together with the transfer to them from the Ministry of adjoining land comprising two acres and three roods and ninety-seven square yards which will be effected at a subsequent date

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in consideration of the sum of Four hundred and twenty-five pounds paid by the Ministry to the Vendors (the receipt whereof the Vendors hereby acknowledge) and for the consideration of the later transfer of two acres three roods and ninety-seven square yards of land adjoining the lands hereby conveyed the Vendors as beneficial owners do and each of them separately hereby grant unto the Ministry the lands described in the Schedule hereto Excepting therefrom (1) the right at all times for the Vendors and persons authorised by them to pass and repass over the said lands to fish in the River Roe; (2) the right for the Vendors at all times to enter the lands at points G1 and G2 on the map hereto attached and drive cattle for watering to and from the River Roe by the most direct route and to lock the gates thereat provided by the Ministry on each occasion they are used; (3) the right for the Vendors at all times to pass and repass without vehicles over the said lands between the point G1 and the River Roe to draw sand therefrom; (4) such rights to fish in the River Roe as are vested in the Vendors

TO HOLD unto the Ministry its successors and assigns in fee simple AND the Ministry hereby covenants with the Vendors and their assigns (1) to fence the said lands from those retained by the Vendors between the points B-C and D-E on the said map and (2) subject to the consent of the Ministry being first obtained which shall not be unreasonably withheld to permit the Vendors as a temporary measure to pass between the points A1 and A2 on the said map and the River Roe by the most direct route solely for the purpose of watering cattle in the event of other sources of water for cattle not being available

AND THE Vendors hereby acknowledge the right of the Ministry to production of the said recited Conveyance of the 26th day of March 1956 and to delivery of copies thereof and hereby undertakes for the safe custody thereof

IN WITNESS whereof the Vendors have set their hands and affixed their seals and the Ministry has affixed its Official Seal the day and year first herein written

SCHEDULE

ALL THOSE three portions of the lands of Largy containing together two acres three roods and seven hundred and seventy-four square yards situate in the Barony of Keenaught and County of Londonderry as delineated on the map hereto annexed coloured red and surrounded by a red line

SIGNED SEALED AND DELIVERED

by David Donaldson in the

presence of:-

Robert W. Alcorn
Solicitor Appraiser, 13, Main St
Limavady.

Marie Wilson,

Typist,

13 Main Street,

Limavady.

SIGNED SEALED AND DELIVERED

by John Donaldson in the

presence of:-

P. W. W. W. W.
Taylor Hall - Lurgan.
Solicitor, Birmmth. Staffs.

J. P. Smith

31. SHIREVIEW RD

PELSALL

WALSAN

TRANSLINE INSPECTOR

The OFFICIAL SEAL of the

Ministry was hereunto affixed

in the presence of:-

D. Donaldson

John Donaldson.

Upon and Subject to which the following premises

will be sold:

PARTICULARS:

THAT part of the lands of Largy bounded by a red line and shaded in red on the attached map which lands are held in fee simple free of rent.

All charges and incumbrances, restrictions and easements affecting the premises should be set out here.

The Vendor(s) ~~is~~/are David Donaldson and John Donaldson

Each lot (or the Property) will, unless previously withdrawn, be sold subject to the Special and General Conditions of Sale which have been settled by the Vendor's solicitor. These conditions may be inspected during usual office hours at the Office of the Vendor's solicitor mentioned in these particulars during the _____ days (Sunday excluded) immediately before and exclusive of the day of the sale. The Conditions may also be inspected at the place of sale room at the time of the sale, but they will not then be read. The Purchaser shall be deemed to have knowledge of such conditions and of all the terms thereof, and shall be deemed to bid on such terms, whether he shall have inspected the Conditions or not.

Complete as appropriate.

SPECIAL CONDITIONS

1. The sale is subject to these Special Conditions and to the General Conditions of Sale known as the Incorporated Law Society of Northern Ireland Conditions, first edition, in so far as the same are not hereby altered or varied. Conditions.

Copies of said General Conditions of Sale have been and are readily available at the offices of the Solicitors for the Vendor.

2. The date for completion shall be the 15th day of October 1920. Completion date.

am out of
ferring to the
ed in which they
e contained.

whereby
Gilpin.

By Conveyance dated 26th March, 1956 the said premises were conveyed to the Vendors.

Documents.

4. Copies of the following documents shall be furnished as provided for in Condition 7 of the General Conditions of Sale:

- (a) Conveyance dated 21st March 1955.
- (b) Conveyance dated 26th March 1956.

Refer to restrictive
Covenants, setting
them out or
referring to the
Deed in which they
are contained.

of the title to the premises shall commence with
an Indenture of Conveyance dated 21st day of March, 1955
whereby the premises were conveyed to one Charles E. M.
Gilpin.

By Conveyance dated 26th March, 1956 the said premises
were conveyed to the Vendors.

Documents.

4. Copies of the following documents shall be furnished as
provided for in Condition 7 of the General Conditions of Sale:

- (a) Conveyance dated 21st March 1955.
- (b) Conveyance dated 26th March 1956.

5. The necessary parties to be searched against and the relative periods to be covered by the search to be furnished under the provisions of General Condition 15 shall be deemed to be as under:

LOT No.	NAME OF PARTY	FROM	TO
	NONE		

Delete, if inappropriate.

~~The Purchaser shall pay the vendor's agent's commission in accordance with the scale for Northern Ireland laid down by the Belfast and Northern Ireland Branch of the Chartered Auctioneers and Estate Agents Institute.~~

(Special Conditions relating to all matters peculiar to this transaction, such as variations of the General Conditions, possession subject to tenancies, Purchasers' rights regarding Rent Acts, Public Health Acts, etc., should be set out here).

7. There is reserved out of the sale the right for the Vendors and persons authorised by them to have a right of way over the property being sold to enable the Vendors to exercise their fishing rights on the River Roe.
8. There is reserved unto the Vendor the Right to have access to the River for means of having cattle watered for this purpose gates will be provided in the fence by the Ministry at points G1 and G2.
9. There will also be reserved to the Vendors a right to enter the lands in sale at G1 to get to the sand bed in the River Roe just below Electric Light Station to enable sand to be drawn therefrom.
10. The Vendors will surrender the right of way which they have coloured brown in exchange for which the Ministry has made up the surface of the access coloured orange. The fishing rights vested in the Vendors are not included in this sale. The Ministry will convey the property coloured blue on the said map to the Vendors when acquired from the E.B.N.I. *The fishing rights are to be retained and the fishing rights are to be retained*
11. The Ministry will fence the common boundary between the lands edged and shaded red and the Vendors between the points "B" and "C" and the points "D" and "E".
12. The Ministry shall enter into a covenant to permit the Vendor and his assigns as a temporary measure to pass between the points A1 and A2 respectively and the River Roe by the most direct route for the purpose of watering cattle in the event of other sources of water for cattle not being available to the Vendors. Provided that the consent of the Ministry shall be first obtained which consent shall not be unreasonably withheld.

MEMORANDUM

The Ministry of Development
of Stormont, Belfast

PARTICULARS AND SPECIAL
CONDITIONS OF SALE

do hereby [offer to purchase] [acknowledge having
purchased] from the Vendor(s) the property
~~comprised in the~~
described in the within Particulars of Sale on the
terms of the within Conditions of Sale [in so far as
same are applicable to a sale by private treaty]
at the sum of £ 425 and the transfer of
of the lands coloured ~~brown in the~~
~~and to pay on the acceptance of this offer]~~

Premises: Largy,
Limavady,
County Londonderry.

~~£ 425-00~~ ~~is a~~
deposit to ~~R.G. CONNELL & SON,~~
~~Solicitors, 13 Main Street,~~
~~Limavady, County Londonderry.~~
Purchase Money £425-00
Deposit £425-00
 £-----

David Donaldson and
John Donaldson

-to-

As Witness [my] [our] hand(s) this
23rd day of August 1982

Ministry of Development.

M M Yormick
ASSISTANT SECRETARY

Signed ^{on behalf of} by the Purchaser(s) in the
presence of:

James Cross
Ant Stewart
Norman Milford

[As] [on behalf of] the vendor(s)
[I] [We] [accept the above offer] [confirm the
above sale].

As Witness [my] [our] hand(s)
this 22nd day of September 1982

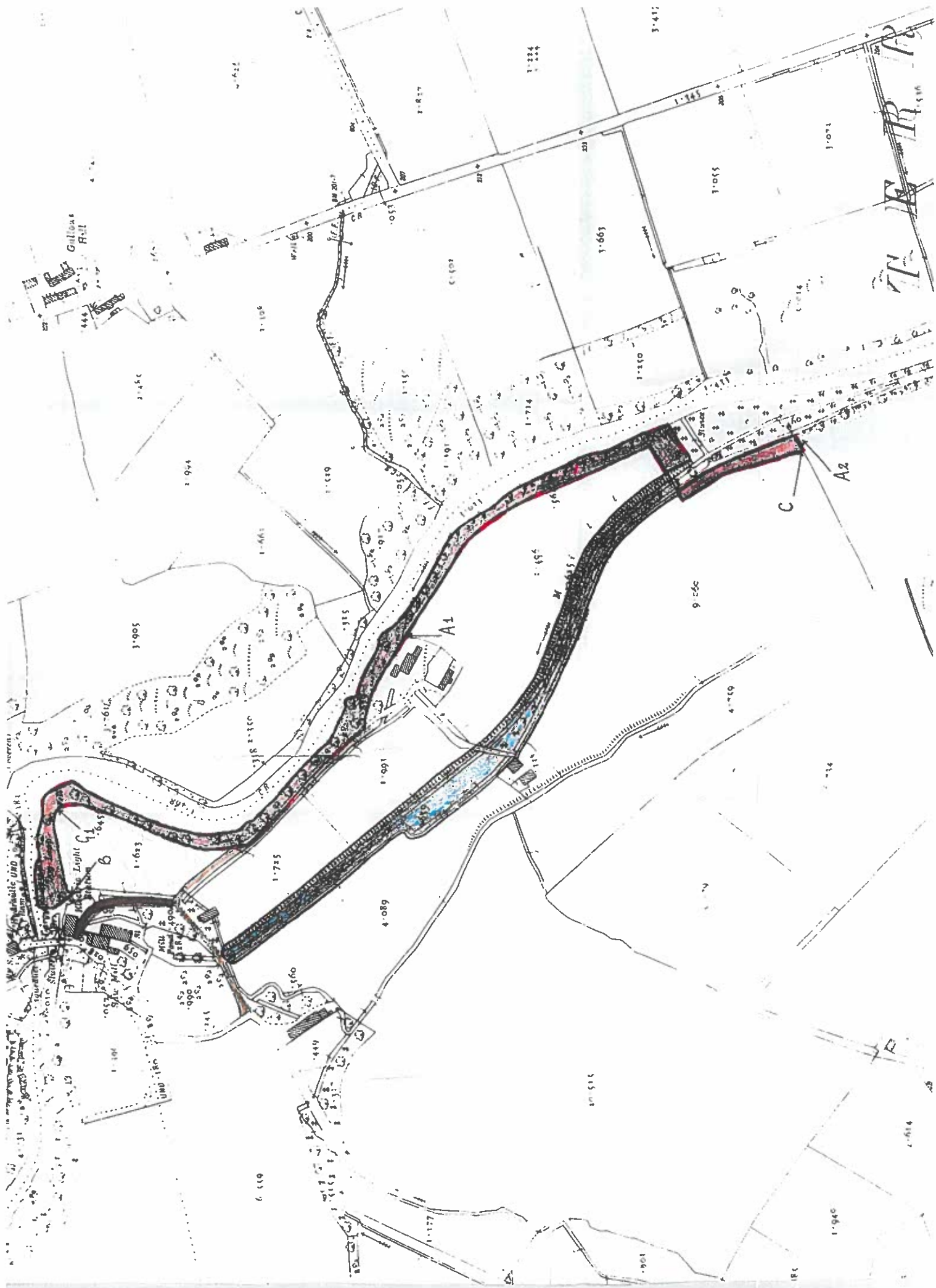
R.G. CONNELL & SON,
Solicitor(s).

David Donaldson

LIMAVADY,

Signed by the Vendor(s) in the
presence of:
J. Stewart Deirdre McKeown

COUNTY LONDONDERRY.



Gallions Hall

Light

A1

A2

C

TR

F

5060

2944

6110

4089

1091

1725

3745

1108

1722

2827

1224

3412

3665

3065

1071

3110

1416

9260

4110

74

515

1614

1940

104

183

