

W.T.  
N/  
Dated the 16<sup>th</sup> day of March 19 41.

THE PERSONAL REPRESENTATIVES OF  
MRS. LUCY VERDIN STABB DECEASED

-to-

THE NORTHWICH URBAN DISTRICT  
COUNCIL.

~~Draft~~

## Contract and Conditions of Sale

of

Freehold property forming part  
of Castle Hill Farm Northwich in  
the County of Chester.

A.&J.E. Fletcher,  
NORTHWICH.

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February, 1940.

CHESTER AND NORTH WALES INCORPORATED  
LAW SOCIETY.

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Particulars and Conditions of Sale

State tenure of freehold property,  
Strike out reference to auction in case of sale by Private Treaty. *to be sold by ~~auction-by-~~ private treaty*  
*at-*  
*on-the day-of -19-*

Particulars.

ALL THAT piece or parcel of land forming part of Castle Hill Farm situate in the Urban District of Northwich in the County of Chester containing in the whole 21,054 square yards or thereabouts and as to the dimensions and boundaries thereof more particularly delineated and described in the plan here<sup>to</sup> annexed and thereon edged red TOGETHER with full right and liberty for the Purchasers and their successors in title owners or occupiers for the time being of the said property and ~~their~~ undertenants and servants in common with all other persons for the time being having like right at all times and for all purposes with or without horses carts or other vehicles to pass and repass over and along so much of the occupation road shewn on the said plan as is thereon coloured brown

TITLE REDEMPTION ANNUITY - 19/- charged on the whole of Castle Hill Farm

## Special Conditions of Sale.

In a case of sale by private treaty add "and are applicable to a sale by private treaty."

Strike out reference to Contract fee in case of sale by private treaty.

1. These Special Conditions shall be deemed to incorporate the Chester and North Wales Public Sale Conditions hereto annexed, so far as the same are not varied by or inconsistent with these Special Conditions. and are applicable to a sale by private treaty

2. The Deposit shall be at the rate of £ 10 per cent of the purchase money; ~~the Contract fee shall be £~~ -----; and the purchase shall be completed and the balance of the purchase money paid at the Office of Messrs. A. & J. E. Fletcher, Northwich, Cheshire the Vendor's Solicitors, on the 31<sup>st</sup> day of ~~November~~ December 1941.

3. The time within which objections and requisitions shall be sent in shall be ten days from the day of the delivery of the Abstract.

4. The Abstract of title shall commence with and Indenture of Conveyance dated the 31st October 1916 and made between Henry Bratt and William Miles Bratt of the first part The Public Trustee of the second part and Lucy Verdin Sanders of the third part

5. Every recital or statement contained in the said Indenture of the 31st October 1916 shall be accepted as conclusive evidence of the matter or fact so recited or stated and no requisition or objection shall be made in reference thereto

6. The Vendors sell as the Personal Representatives of Lucy Verdin Stabb who died on the 23rd day of January 1932 and whose Will dated the 22nd January 1932 was proved by the Vendors in the Principal Probate Registry on the 28th June 1932  
~~6. -- The Vendor sells as~~

7. The Conveyance to the Purchasers shall contain a covenant by them at all times thereafter to contribute a fair and proper proportion of the expense of maintaining and repairing the occupation roads shown on the said plan

8. The Vendors' Solicitors' scale charges and also the Vendors' Surveyors charges incidental to the sale and the preparation and completion of the Conveyance of the said property shall be borne by the Purchasers

Special stipulations ought to be inserted with regard particularly to any of the following matters subject to which the property is intended to be sold, viz. :—

- (A) Leases or tenancies of longer duration than annual tenancies.
- (B) Mortgages or charges
- (C) Local land charges.
- (D) Restrictive covenants
- (E) Exceptions of minerals.
- (F) Latent easements rights or liabilities (see Gen. Con. 18).

6. The property is sold subject to :—

7. ial stipulations may  
uired with regard to  
atters as follows :—  
ervation of Vendor's  
tures.

lusion of fixtures at  
valuation (see Gen.  
n. 3).

lusion of timber at a  
uation (see Gen.  
n. 3).

urance (see Gen. Con.

portionment of rent  
between several lots  
e Gen. Con. 21).

portionment of in-  
nings and outgoings  
e Gen. Con. 5).

keep of premises  
nding completion  
e Gen. Con. 6 & Pub.  
e Con. 4).

ufficiency of stamps  
documents dated  
ore 17th May, 1888.  
ession pending com-  
tion (see Gen. Con.  
t 6).

ces to Quit (see  
1. Con. 22).

upensation. If it is  
ired that Condition  
should not apply, it  
suggested that the  
owing special con-  
on should be in-  
ted :—

8. The property (each  
believed to be and  
e taken as correctly  
ed as to quantity and  
ise, and any error  
n or mis-statement  
in the particulars,  
n, if any, or condi-  
hall not annul the  
entitle any purchaser  
discharged from his  
e, nor shall the Ven-  
any purchaser claim  
llowed any compen-  
in respect thereof;  
d that nothing in  
dition shall entitle  
ndor to compel the  
er to accept, or the  
er to compel the  
to convey, property  
differs substantially  
in quantity, qual-  
re or otherwise from  
erty agreed to be  
d purchased.

This condition shall  
fect in substitution  
ise 31 of the General  
ons.

## Public Sale Conditions

OF

The Chester and North Wales Incorporated Law Society.

1. The Public Sale Conditions of the Chester and North Wales Incorporated Law Society shall consist of The Law Society's General Conditions of Sale 1934 as supplemented and varied as hereinafter provided.

2. The following clauses of the above-mentioned General Conditions shall be amended as follows :—

4 (3). For the words "as stakeholders" are to be substituted the words "as agents for the vendor."

5 (3) (c) (i.) Immediately before the words "Rent due" are to be inserted the words "Any rent is to be apportioned according to the period for which it is payable without regard to the usual days of payment."

6 (3). Immediately after sub-clause (b) is to be added the following sub-clause :—

" (c) retain the balance (if any) of the rents and profits receivable by the purchaser as aforesaid up to the date on which the vendor resumes possession by reason of such rescission after deducting therefrom the interest and outgoings payable by him in the meantime as aforesaid (such rents and profits and interest and outgoings being apportioned as far as requisite as at the date of such resumption of possession by the vendor in the like manner as on an apportionment as at the date fixed for completion of a sale).

7 (2) (a).—Immediately after the words "at any bank in England or Wales" are to be inserted the words "on an ordinary deposit account."

7 (3).—This paragraph is to be treated as deleted.

17 (2).—In sub-clause (b) immediately after the words "to a statutory declaration" are to be inserted the words "by a competent declarant."

18 (1).—The words "and, except where the title is registered, will, if the vendor so requires and defines the liability, be conveyed," are to be treated as deleted and immediately after the word "streets" in this paragraph are to be inserted the words "and to any other charges outgoings local payments and liabilities whatsoever which may affect the same or any part or parts thereof."

19 (2).—The rest of this paragraph after the words "accept such apportionment" is to be treated as deleted.

# The Contract.

20 (5).—Immediately after the word "Statutory" are to be inserted the words "or public utility."

21.—Immediately after paragraph (3) in this clause is to be inserted the following paragraph "(4) The property is sold subject to any tenancy affecting the same not exceeding in duration a tenancy from year to year."

22 (3).—In this paragraph the parenthesis "(subject to agreeing to keep the vendor indemnified from all claims by the tenant consequential on the notice)" is to be treated as deleted and at the end of this paragraph are to be added the following words "but so that upon making such a requirement the purchaser shall become bound to keep the vendor indemnified against all loss or liability consequential on or in connection with any such notice."

30 (1).—In this paragraph the words "the following provisions shall have effect" and the whole of sub-clauses (a) and (b) are to be treated as deleted and the following words substituted therefor:—"where any such documents in the possession of the vendor relate in any way to property retained by the vendor (including any lot or lots mentioned in the particulars and remaining unsold down to the date fixed for completion) the vendor shall be entitled to retain such documents and where any such documents in the possession of the vendor relate to the several lots mentioned in the particulars all of which are sold before the date fixed for completion, but not to any property retained by the vendor as aforesaid, the purchaser whose purchase money is largest or in the case of equality between two or more purchasers the first of such purchasers to purchase a lot shall ultimately be entitled to such documents, but such purchaser shall not be entitled to the actual custody of such documents until after the completion of the purchases of all the lots to which the same relate."

3. The purchaser shall supply the vendor free of charge with a duplicate or carbon copy of any statement of objections or requisitions or any draft assurance sent in by the purchaser.

4. As from the date of the contract the cost of all repairs reasonably and properly incurred by the vendor in respect of the property pending completion shall on completion be charged to the purchaser and discharged by him by repayment to the vendor or otherwise. Provided that the cost of any extraordinary repairs executed by the vendor pending completion otherwise than in an emergency shall not be treated for this purpose as having been properly incurred by him unless he shall have previously obtained the authority of the purchaser for the execution thereof.

**This Agreement** made the <sup>16</sup> day of <sup>June</sup> 19 41  
BETWEEN WILLIAM WHITEHEAD of 175 Linton Lea Riddings Drive, Hartford  
County of Chester ~~Joiner~~ JOHN WHITEHEAD of "Daneroyd" Witton  
~~18200000~~ Park Northwich aforesaid Fitter HERBERT MOSS WHITEHEAD  
of Hartford Northwich aforesaid Draughtsman and FREDERIC JOSEPH  
CARR AUSTIN of "Stonehenge" Chester Road Hartford Northwich  
aforesaid Solicitors' Managing Clerk  
(the Vendors), of the one part and

THE URBAN DISTRICT COUNCIL of Northwich aforesaid

(the Purchaser s ) of the other part, **Witnesseth** that the Vendors agrees to sell,  
and the Purchaser s agrees to purchase the property described (as Lot -----) in the  
above Particulars, at the price of THREE HUNDRED AND NINETY FOUR POUNDS  
FIFTEEN SHILLINGS AND THREE PENCE  
subject to the above Special Conditions of Sale and the Vendor and Purchaser do  
on their respective parts, agree to complete the sale and purchase according to such  
Conditions.

As **Witness** the hands of the parties

|                  |     |     |        |     |    |                          |
|------------------|-----|-----|--------|-----|----|--------------------------|
| Purchase Money   | ... | ... | £ 394. | 15. | 3. | <i>M. Whitehead</i>      |
| Deposit          | ... | ... | £ 39.  | 9.  | 6. | <i>John H. Whitehead</i> |
| Remaining unpaid | ... | ... | £ 355. | 5.  | 9. | <i>F. J. Carr Austin</i> |

Received the sum of £ **39 — 9 — 6**

the above-mentioned deposit, and £

~~Contract Fee.~~

Abstract to be sent to

Solicitor.