

PARTICULARS AND CONDITIONS OF SALE

Strike out
reference to
auction in case
of a sale by
private treaty.

of *Freehold Property (Lots 3 and 5) to be*
Sold by Auction at the Sunlight Hotel before the bridge in
the County of Stafford
on *Monday* the *28* day of *July* 190*2*.

PARTICULARS.

Lot 1. All that piece or parcel of

FREEHOLD LAND

Known as the Withington Meadow, being No. 1,124 on the Ordnance Map, and containing 1 acre or thereabouts.

Lot 2. All that piece of

FREEHOLD MEADOW LAND

Known as The Mill Meadow and No. 1,039 on the said Map, containing 2.774 acres fronting the road leading from The Bents to Dodsley, together with the small enclosure on the opposite side of the said road Nos. 1,066 and 1,067 on the said Map (now in one) and containing .694 of an acre.

Lot 3. All that

PIECE OR PARCEL OF LAND

Known as The Moors Meadow, adjoining the N. S. Railway, and No. 964 on the said Map, and containing 1.806 acres.

Lot 4. All those

THREE FIELDS OF PASTURE LAND

Adjoining the said Railway and known as the Moors; and Nos. 1,003, 1,004, and 963 on the said Map; containing 9.560 acres.

Lot 5. All that

PIECE OR PARCEL OF LAND

Known as The Brickkiln Meadow, fronting the road leading from Bents to Church Leigh, and No. 969 on the said Map, and containing 3.142 acres.

Lot 6. All that

FREEHOLD FARMHOUSE, OUT-BUILDINGS, AND PREMISES

Fronting the main road at Withington aforesaid, with the Garden, Orchard Croft, Middle Croft, and Upper Croft, all in a ring fence; and Nos. 921, 973, and 995 on the said Map, and containing 7.796 acres.

The House has an excellent supply of Water, and comprises Houseplace, Parlour, Kitchen, Dairy, Pantry, and 3 Bedrooms.

The Out-buildings comprise Cowhouse for 8 Cows, Stable, Cart-shed, and 2 Piggeries.

SPECIAL CONDITIONS.

1.—These Special Conditions shall be deemed to incorporate the annexed Common Form Conditions of the Birmingham Law Society, and if there be any variance or inconsistency between the provisions of the Special and the Common Form Conditions, the provisions of the Special Conditions shall prevail.

* In case of sale by private treaty add "(for the purposes of Common Form Conditions 5 and 14.)"

2.—The Auctioneer * is *Henry Walters of Blythe Bridge*

3.—The Vendor's Solicitor *Hy Walters of Stone*

4.—The property is believed to be fully and accurately described, but is sold subject to all rights of way-water, and light, and other easements, if any, affecting the same; to the existing tenancies, if any; and (unless otherwise expressed) to land tax, tithe, tithe rent charge, and other usual outgoings; and subject also to

5.—The deposit shall be at the rate of *10* per cent. upon the purchase-money. *and the Purchaser of each lot shall pay to the Vendor's Solicitor for each lot purchased by him the sum of £1.0 as his share of the costs of the conveyance and for a copy of the title deeds.*

6.—The purchase shall be completed on the *29* day of *November* 190*2*, at the office of the Vendor's Solicitor, situate at *4 North Street Stone*

7.—The abstract shall be delivered, or sent by post, to the Purchaser, or his Solicitor, on or before the *29* day of *September* 190*2*

8.—Objections to and requisitions on the title shall be sent within *Seven* days from the delivery of the abstract, and all further objections and requisitions arising out of the replies to any former requisitions shall be sent within *three* days from the delivery of such replies.

9.—The draft assurance shall be sent to the Vendor's Solicitor *five* days, and the draft and engrossment thereof *three* days before the day named for completion.

10.—The title shall commence *as to all the lots with a Disentailing Deed dated the 23rd day of April 1879 and made between Joseph Adams of the one part and Charles Brown of the other part and which said deed was duly enrolled on the 24th day of April 1879*

11. *All recitals and statements in the document*

of title shall be deemed sufficient proof of the matters
and facts therein recited or stated. The particulars
are believed to be correct and shall be taken as such

by the purchaser and no error, misstatement, or
omission shall annul the sale and no claim for
compensation shall be made in respect thereof

The reference in the particulars ~~and~~ to the
Ordinance Map is believed to be correct and the
Treasurer does not guarantee its accuracy

COMMON FORM CONDITIONS

OF

THE BIRMINGHAM LAW SOCIETY.

Interpretation

1.—The expressions "The Vendor" and "The Purchaser" shall mean the persons mentioned as such in the contract hereinafter referred to, and shall apply as well to one person (including a Corporation) as to several persons. The expressions "The Auctioneer" and "The Vendor's Solicitor" shall mean the persons or firms (if any) named in the Special Conditions as respectively filling those offices; and the expression "The Particulars" shall mean the particulars of sale appearing or referred to on the first page hereof, and shall include the sale plan (if any). Words importing the masculine gender shall include the feminine unless such a construction is repugnant to the context. Upon the sale of property in lots these Conditions and the Special Conditions of Sale shall, unless otherwise appearing, be applicable to each separate lot in the same manner as if such lot had formed the only property sold. These Conditions shall not in any way be affected by the marginal notes, which are added for facility of reference only.

Rights at auction reserved by vendor.

2.—The vendor reserves to himself the following rights:—(i) to bid by himself or one agent; (ii) to withdraw the property from sale, either without or after offering the same for competition, and without declaring the reserve price (if any); (iii) to arrange the property in other lots than those shown in the Particulars, and to consolidate two or more lots.

Proceedings at auction.

3.—Subject to the rights hereinbefore reserved to the vendor, the highest bidder shall be the purchaser. No person shall advance at any bidding less than the sum from time to time fixed by the auctioneer, and no bidding shall be retracted. If any dispute arise concerning a bidding, the auctioneer, whose decision shall be final, may determine the same or may put up the property again at the last undisputed bidding.

Deposit.

4.—The purchaser shall, immediately after the sale, pay to the vendor's solicitor, as stakeholder for both parties, the deposit specified in the Special Conditions, and shall pay the balance of the purchase-money on the day named in the Special Conditions for the completion of the purchase; he shall also immediately after the sale sign an agreement in the form at the foot of these Conditions or hereto annexed (herein referred to as "the contract"). If from any cause whatever, other than the wilful default of the vendor, the purchase shall not be completed on the day appointed for completion, the purchaser shall pay to the vendor interest on the balance of the purchase-money, and also on the value of any timber or fixtures which are, by the Special Conditions, to be taken at a separate price, after the rate of £5 per cent. per annum from that time until the actual completion of the

Interest on purchase-money.

Appropriation
by purchaser.

purchase. Provided always that if the delay in completion shall arise from any cause other than the neglect or default of the purchaser, and if the purchaser shall at his own risk and expense keep deposited the balance of the purchase-money until completion in any bank upon a deposit account bearing the best rate of interest (if any) reasonably obtainable therefor, and shall give written notice of such deposit to the vendor or his solicitor, the vendor shall from the service of such notice be entitled only to such interest as shall be actually produced by the money so deposited. Provided also that nothing hereinbefore contained shall prevent the vendor from requiring the completion of the purchase at the time appointed by the Special Conditions or prejudice his rights under the 15th of these Conditions. Upon payment of the balance of the purchase-money including the value of any such timber or fixtures as aforesaid with such interest and other moneys (if any) as shall have become payable, the vendor and all other necessary parties (if any) shall execute to the purchaser a proper assurance of the property purchased by him, such assurance to be prepared by and at the expense of the purchaser. The purchaser of two or more lots shall, if he so elect, be entitled to a separate assurance of each lot.

Execution of
assurance.

Possession
and
outgoings.

5.—The rents or possession will be received or retained and the outgoings be discharged by the vendor up to the time appointed for completion, and from that time the rents or possession shall belong to the purchaser; but, unless otherwise provided by the Special Conditions, the purchaser shall not be let into actual possession or the receipt of the rents until the actual completion of the purchase. All current rents and outgoings shall, for the purposes of this Condition, be apportioned between the vendor and the purchaser, and such apportionment in case of dispute shall be made by the auctioneer, whose decision shall be final; and such apportioned rents shall, subject to the apportioned outgoings be paid by the purchaser to the vendor at the time of the completion of the purchase. The consent of the tenant in the apportionment shall not be required.

Apportion-
ment.

Apportion-
ment of
Tithe, &c.

6.—The vendor shall not be required to obtain the apportionment of any tithe, tithe rent charge, or payment in lieu of tithe, and any such apportionment, if obtained after the date of the contract, shall be made at the expense of the purchaser requiring the same.

Notices
from Local
Authorities to
repair, &c.

7.—If at any time after the sale and before the completion of the purchase, any requirement or demand shall be made by the Local Authority of the County, City, Borough, District, or Parish within which the property or any lot is situated, in respect of such property or lot, or of any alterations, works or improvements in respect thereof, or of the forming, paving, flagging, sewerage or draining of the roads, streets or passages on or adjoining the same, the purchaser of such property or lot shall, on the completion of the purchase, repay to the vendor all moneys expended by him in complying with such requirement or demand, and in case any such requirement or demand shall not have been complied with before the completion of the purchase, the purchaser shall indemnify the vendor in respect thereof. But the vendor shall, on receiving notice of any such requirement or demand, inform the purchaser thereof, and (without prejudice to any other rights of the parties) give to him the option and opportunity of complying therewith in lieu of the vendor doing so, or of contesting the same at his own cost, and shall not expend any money for the purpose aforesaid unless the purchaser shall refuse or neglect to comply with such requirement or demand. If before the date of the contract any such requirement or demand shall have been made, the vendor shall comply therewith at his own cost, and shall indemnify the purchaser from all claims and liability, whether in respect of private improvement rates or otherwise, arising in respect of any such requirement or demand or by reason of any non-compliance therewith.

Covenants
for title by
tenants for
life, &c.

8.—No tenant for life, or other owner of a particular estate, joining in any assurance of property sold with his consent or by his direction, and no tenant for life, or person having the powers of a tenant for life, selling any property or joining in any assurance in exercise of the powers given by the Settled Land Acts, or other statutory authority, shall be required to enter into any implied or other covenant for title except subject to the qualification usual in such cases; and no trustee, incumbrancer or person acting in a fiduciary capacity, shall be required to enter into any other covenant than the statutory covenant to be implied from his conveying, and being expressed to convey in that capacity.

Covenants
for production
not running
with land.

Incumbrances

Production of
Deeds.

9.—No objection shall be made by the purchaser on the ground that any existing covenant or acknowledgement for the production of muniments of title does not run with the land, or is personally binding upon the covenantor and his representatives so long only as they have the actual custody of such muniments. Where the property sold is subject to any incumbrance the vendor shall not be obliged to procure a release thereof by a separate instrument, or to make any allowance to the purchaser on account of the assurance being increased in length, or rendered complicated by the incumbrancer joining therein. The vendor shall, at his own expense, verify the title by the production of all such muniments and evidences of title as are in his possession, and give to the purchaser all such information relative thereto as is within the knowledge of the vendor. Documents in the possession of any trustee for the vendor or of any person holding the same under or by virtue of any mortgage, charge, lien, or incumbrance upon the property or any part thereof, or holding the same subject to any covenant, agreement, or obligation to produce the same at the request of the vendor, shall, for the purpose of deciding by whom the cost of production shall be borne, but not further or otherwise, be deemed to be in the vendor's possession.

Leaseholds,
&c.
Derivative
Lease.

Severance of
holding.

Evidence of
payment of
rent, &c.

Landlord's
consent.

Conveyance
by way of
demise.

Production of
Lease.

Identity.

Title Deeds.

Requisitions,
&c.

Power for
vendor to
rescind.

10.—In the case of leasehold property, where the property is held under a derivative lease, and is so described in the Particulars or Special Conditions, no objection shall be made on the ground that the original lease included other property than that offered for sale nor shall the purchaser be entitled to enquire as to the covenants in such original lease, or make any objection by reason of any variance between the covenants in the derivative lease and those in the original lease, and no indemnity shall be required against the rent reserved by and the covenants contained in such original lease. Where the holding under the lease has been severed no objection shall be made on the ground that the lease included other property than that offered for sale, and if the rent is stated in the Particulars to have been apportioned, such rent shall be assumed to have been duly apportioned at the amount named in the Particulars, so far as concerns the property offered for sale; and no objection shall be made in respect thereof, nor shall any indemnity be required in respect of the residue of the rent by such lease reserved or the covenants therein contained, so far as such covenants concern the other premises comprised in such lease. Where the property is sold subject to the payment of a rent the receipt for the payment of such rent last accrued due previously to the completion of the purchase shall be accepted by the purchaser as conclusive proof that the rent reserved by and the covenants and conditions contained in the instrument creating such rent have been paid performed and observed down to the date of actual completion of the purchase, or that all breaches of such covenants and conditions down to that time have been effectually waived and no evidence of the title to receive such rent shall be required. Where the property is held under a lease at a nominal rent the fact of possession shall be accepted as conclusive proof of the due performance hitherto of all the lessee's covenants in the lease. The sale is made subject to the consent of the reversioner being obtained where necessary, and any such consent or licence to assign shall be procured by and at the expense of the vendor. In all cases where the conveyance on sale to the purchaser is made by way of demise the assurance shall be prepared by the purchaser's solicitor at the purchaser's expense, but this shall not apply to the *bonâ fide* letting of land by auction. The purchaser shall, at his own expense, if required by the vendor, execute a counterpart of such assurance, the vendor bearing the cost only of the engrossing and stamping thereof. The lease, by the Special Conditions made the root of title, or a copy thereof, shall be produced and may be examined at the office of the vendor's solicitor at any time between the hours of 10 a.m. and 4 p.m. on the three days (other than Saturdays and Sundays and days during which solicitors' offices are usually kept closed) immediately preceding the day of sale, and shall also be produced at the time of sale; and the purchaser, whether he examines the same or not, shall be deemed to have bought with notice of the contents of such lease.

11.—No evidence shall be required of the identity of the property purchased with that comprised in the muniments of title other than such as may be gathered from the descriptions in the documents abstracted; but the purchaser, if he so require, shall be furnished at his own expense, with a statutory declaration, to be made by the vendor, or some other competent person, that the property has, for twelve years prior to the day of sale, been held and enjoyed in accordance with the title shown thereto. Where the property is held under different titles, or is of different tenures, the vendor shall not be bound to point out which parts of the property are held under each title, or which are of one tenure and which of another.

12.—The vendor shall retain such of the muniments of title in his possession as relate:—(i) To any two or more lots mentioned in the Particulars, if all such lots be not sold at the present sale or before the day named in the Special Conditions for the completion of the purchase; or (ii) to property mentioned in the Particulars, and also to other property belonging to the vendor; and the vendor shall deliver such of the muniments of title in his possession as relate exclusively—(a) to any one lot to the purchaser of that lot on the completion of the purchase; (b) to any two or more lots, if all such lots be sold at the present sale or before the day named in the Special Conditions for the completion of the purchase, to the purchaser of the lot or part largest in value, but such purchaser shall not be entitled to the actual custody of such muniments until after the completion of all purchases to which the same relate. The vendor shall, on the completion of the purchase, give to each purchaser a statutory acknowledgement of such purchaser's right to production and delivery of copies of any muniments of title, to the custody of which he is not entitled under these conditions, and also (except in cases where the vendor is a trustee or incumbrancer, or acts in a fiduciary capacity) a statutory undertaking for their safe custody. Such acknowledgement and undertaking shall be prepared by and at the expense of the person requiring the same, but the person giving such acknowledgement or undertaking shall bear the expense of the perusal thereof on his part and the execution thereof by him. A purchaser entitled to muniments of title under this condition shall complete his purchase on the day named in the Special Conditions, although from any cause he may not then be entitled to the actual custody of such muniments of title.

13.—Within the time limited by the Special Conditions, the purchaser or his solicitor shall send to the vendor's solicitor a statement in writing specifying the objections and requisitions (if any) to or in respect of the title, or the evidence thereof, which the purchaser may be entitled to make consistently with the Special and Common Form Conditions, and subject only to such objections or requisitions he shall be deemed to have accepted the title, and time shall in this respect be considered as of the essence of the contract; and for the purpose of any objection or requisition, an abstract shall be deemed to be perfect if it supply the information suggesting the same, although otherwise defective. If the purchaser shall insist on any objection or requisition as to title or evidence of title which the vendor shall be unable, or, on the ground of expense, shall decline to remove or comply with, then notwithstanding any intermediate or pending negotiation, or any litigation which the purchaser may have commenced, or any attempt to remove or comply with such objection

or requisition, the vendor shall be at liberty, by notice in writing, signed by him or his solicitor, and delivered to the purchaser, or his solicitor, to rescind the contract, but if within ten days after delivery of such notice the purchaser shall, by notice in writing, signed by him or his solicitor, withdraw such objection or requisition, the notice to rescind shall be deemed to be withdrawn also. Upon such rescission the purchaser shall be entitled to receive back his deposit money, but without interest, costs, or other compensation, except costs of suit allowed by the court in any litigation.

Errors, &c., in particulars.

14.—Any error, misstatement, or omission in the Particulars shall not annul the sale, but if pointed out before the completion of the purchase, and not otherwise, shall form the subject of compensation, which shall be allowed by the vendor or purchaser as the case may require. The amount of such compensation in case of dispute shall be settled by the auctioneer, whose decision shall be final.

Powers of forfeiture and re-sale.

15.—Should the purchaser fail to comply with any of the Special or Common Form Conditions, his deposit money shall be forfeited to the vendor, who, without being obliged previously to tender an assurance to the purchaser, shall be at liberty to resell the property either by public or private sale, with or without any special or other conditions as to title, evidence of title, expense or otherwise, and at such time and generally in such manner as he may think fit; any deficiency in price on such second sale, together with all charges attending the same, shall be made good to the vendor by the defaulter, and shall be recoverable as liquidated damages.

THE CONTRACT.

This Agreement made the *Second* day of *October* 190*2*
Between *Joseph Adams of Bliford Bridge in the County*
of Stafford
(the vendor) of the one part, and *Charles Bates of Will Croft Leigh*
(the purchaser) of the other part, *Witnesseth* that the said *Charles Bates*

* In case of sale by private treaty, strike out words in italics.

is ~~the highest bidder for and~~ * the purchaser of the property described [as Lot *3 & 5*] in the Particulars above appearing, at the price of *Two hundred and forty pounds.*

† In case of sale by private treaty, add "so far as the same are applicable to a Sale by private treaty."

on the terms of the Special and Common Form Conditions above contained *† so far as the same are applicable to a sale by private treaty*

And the above-named parties agree to complete the said Sale and Purchase according to the said Conditions.

As Witness the hands of the parties.

Purchase-money £ *240* . 0 . 0
Deposit paid ... *24* . 0 . 0
Balance payable £ *216* . 0 . 0

Charles Bates

‡ This receipt requires a separate receipt stamp in addition to the agreement stamp on the contract.

‡ Received on the above-mentioned date from the above-named purchaser the sum of *Twenty four pounds* the deposit on the said purchase.



Abstract of Title to be sent to

Vendor's Solicitor (as Stakeholder).

Messrs Marshall & Abnwell
100 Bishopsgate Street

Dated the 2nd day of Oct 1902

Wilmington Property

Lots 3 & 5

copy
Conditions of Sale

(Including the Common Form Conditions
of the Birmingham Law Society).

By *Wallers*
Stone
Vendors Solicitors

ENTERED AT STATIONERS' HALL.

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