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SOLICITORS

COMMISSIONERS FOR OATHS

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14, Albert Street,

Harrogate.

HGI 1JW

AND AT CASTLE YARD KNARESBOROUGH.

Telephone HARROGATE 64551
S.T.D. CODE 0423

MDX No. 11958 - HARROGATE

JCS/EHH

5th December, 1984.

Dear Sir,

Re: Saltergate Hill Mission, Skipton Road

We acknowledge receipt of the signed Contract for the purchase of the above property together with cheque for the deposit of £1800.

Completion date has been agreed as 8th January and we accordingly enclose part contract signed on behalf of the Vendors together with Epitome of Title.

We confirm that you may have the keys of the property on the undertaking already signed by you and the keys may be collected from the agents.

Yours faithfully,



Mr. R. Gordon,
9 Hookstone Road,
HARROGATE.

Encls.

THE YORKSHIRE UNION OF LAW SOCIETIES CONTRACT FOR SALE

AGREEMENT made the

day of

1984

BETWEEN TRUSTEES FOR METHODIST CHURCH PURPOSES of Central Buildings,
Oldham Street, Manchester as custodian trustees acting by the
Harrogate Circuit meeting as managing trustees

Vendor

RONALD GORDON and CORISANDE GORDON both of 9 Hookstone Road,
Harrogate.

Purchaser

IT is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the following special conditions the property described in the particulars below at the price of

EIGHTEEN THOUSAND POUNDS

PARTICULARS

ALL THAT freehold/~~leasehold property~~ plot of land situate at Saltergate Hill near Hampsthwaite Harrogate adjoining the north side of the main road from Skipton to Harrogate ALL WHICH said property is more particularly described in a Conveyance (hereinafter called " the Conveyance ") dated the 2nd December 1930 and made between Dearlove Addyman of the one part Henry Clough and others of the other part and is for the purpose of identification only shown on the plan annexed thereto and thereon coloured pink and surrounded by a red boundary line AND ALSO ALL THAT building formerly used as a Chapel erected thereon or on some part thereof

SPECIAL CONDITIONS OF SALE—SEE BACK PAGE

Purchase money	18,000	00
Less Deposit	1,800	00
Chattels, fittings etc.	NIL	
Payable on completion (excluding apportionments etc.)	16,200	00

SIGNED

Philip Blackburn

Vendor/Purchaser

Vendor's Solicitors Powell Eddison Freeman & Wilks, 14 Albert Street, Harrogate Ref. CLC
North Yorkshire HG1 1JW

Purchaser's Solicitors None Ref.

Local Authorities Harrogate District Council, Council Offices, Harrogate

THE LAW SOCIETY'S GENERAL CONDITIONS OF SALE (1980 EDITION)

1. DEFINITIONS

In these conditions—

- (a) "the contract rate" means the annual rate of interest specified in a special condition or, if none is so specified, four per centum above Bank of England minimum lending rate from time to time in force
- (b) "contractual completion date" has the meaning given in condition 21
- (c) "conveyance" includes an assignment and a transfer under the Land Registration Acts
- (d) "lease" includes underlease
- (e) "working day" means any day from Monday to Friday (inclusive) other than—
 - (i) Christmas Day, Good Friday and any statutory bank holiday, and
 - (ii) any other day specified in a special condition as not a working day
- (f) a reference to a statute includes any amendment or re-enactment thereof.

2. SERVICE AND DELIVERY

- (1) Section 196 of the Law of Property Act 1925 applies to any notice served under the contract, save that—
 - (a) a notice shall also be sufficiently served on a party if served on that party's solicitors
 - (b) any reference to a registered letter shall include a prepaid first class ordinary letter
 - (c) if the time at which a letter containing a notice would in the ordinary course be delivered is not on a working day, the notice shall be deemed to be served on the next following working day
 - (d) any notice shall also be sufficiently served if sent by telex or by telegraphic facsimile transmission to the party to be served, and that service shall be deemed to be made on the day of transmission if transmitted before 4 p.m. on a working day, but otherwise on the next following working day.
- (2) Sub-condition (1) applies to the delivery of documents as it applies to the service of notices.

3. MATTERS AFFECTING THE PROPERTY

- (1) In this condition—
 - (a) "competent authority" means a local authority or other body exercising powers under statute or Royal Charter
 - (b) "requirement" includes (whether or not subject to confirmation) any notice, order or proposal
 - (c) "relevant matter" means any matter specified in sub-condition (2) whenever arising
- (2) The property is sold subject to—
 - (a) all matters registrable by any competent authority pursuant to statute
 - (b) all requirements of any competent authority
 - (c) all matters disclosed or reasonably to be expected to be disclosed by searches and as a result of enquiries formal or informal, and whether made in person, by writing or orally by or for the purchaser or which a prudent purchaser ought to make
 - (d) all notices served by or on behalf of a reversioner, a tenant or sub-tenant, or the owner or occupier of any adjoining or neighbouring property.
- (3) (a) Notwithstanding sub-condition (2), the vendor warrants that he has informed the purchaser of the contents of any written communication received by, or known to, the vendor on or before the working day preceding the date of the contract relating to any relevant matter. Failure to give such information before the contract is made shall be deemed to be an omission in a statement in the course of the negotiations leading to the contract, but shall give rise to no right to compensation to the extent that the purchaser has a claim for damages against a competent authority
- (b) In the event of any conflict or variation between information in fact received from any competent authority relating to any relevant matter and any statement made by the vendor in respect of the same matter, the purchaser shall rely on the information received from the competent authority to the exclusion of that given by the vendor.
- (c) The vendor shall forthwith inform the purchaser of the contents of any written communication received by him after the working day preceding the date of the contract and before the day of actual completion which if received on or before the former day would have fallen within paragraph (a).
- (4) The purchaser (subject to any right or remedy arising from sub-condition (3)) will indemnify the vendor in respect of any liability under any requirement of a competent authority (whether made before or after the date of the contract), including the reasonable cost to the vendor of compliance after reasonable notice to the purchaser of the vendor's intention to comply, such sum to be payable on demand. The provision of this sub-condition shall prevail in the event of conflict with any other general condition.

4. OPPORTUNITY TO RESCIND

- (1) This condition only applies if a special condition so provides and is without prejudice to the provisions of condition 3.
- (2) Within such period as is specified in a special condition or, if none is so specified, within four weeks from the date of the contract (as to which, in either case, time shall be of the essence), the purchaser shall be entitled to rescind this contract by service of notice on the vendor specifying a matter to which this condition applies affecting the property.
- (3) This condition applies to any of the following matters of which the purchaser had no knowledge on or before the working day preceding the date of the contract—
 - (a) a financial charge which the vendor cannot, or has not at the purchaser's written request agreed to discharge on or before completion
 - (b) a statutory provision prohibiting, restricting or imposing adverse conditions upon the use or the continued use of the property for such purpose as a special condition declares that the purchaser intends to use it after completion, or, in the absence of such declaration, the purpose for which the vendor used it immediately before the date of the contract
 - (c) a matter which is likely materially to reduce the price which a willing purchaser could otherwise reasonably be expected to pay for the vendor's interest in the property in the open market at the date of the contract.
- (4) For the purposes of this condition, the purchaser's knowledge—
 - (a) includes everything in writing received in the course of the transaction leading to the contract by a person acting on his behalf from the vendor, a person acting on the vendor's behalf, or a competent authority (as defined in condition 3(1)(a))
 - (b) does not include anything solely because a statute deems that registration of a matter constitutes actual notice of it.

5. EASEMENTS, RESERVATIONS, RIGHTS AND LIABILITIES

- (1) The vendor warrants that he has disclosed to the purchaser the existence of all easements, rights, privileges and liabilities affecting the property, of which the vendor knows or ought to know, other than the existence of those known to the purchaser at the date of the contract.
- (2) Without prejudice to the generality of sub-condition (1)—
 - (a) the purchaser shall purchase with full notice of the actual state and condition of the property and shall take it as it stands, save where it is to be constructed or converted by the vendor
 - (b) the property is sold, and will if the vendor so requires be conveyed, subject to all rights of way, water, light, drainage and other easements, rights, privileges and liabilities affecting the same
 - (c) where the property is subject to an estate contract, void against a purchaser for want of registration, but the purchaser has been supplied prior to the date of the contract with full details thereof, the purchaser shall indemnify the vendor against all claims, demands and liability howsoever arising in respect thereof.
- (3) (a) In this sub-condition "the retained land" means land retained by the vendor—
 - (i) adjoining the property, or
 - (ii) near to the property and designated as retained land in a special condition.
- (b) The conveyance of the property shall contain such reservations in favour of the retained land and the grant of such rights over the retained land as would have been implied had the vendor conveyed both the property and the retained land by simultaneous conveyances to different purchasers.

6. TENANCIES

- (1) This condition applies if the property is sold subject to any lease or tenancy and shall have effect notwithstanding any partial, incomplete or inaccurate reference to any lease or tenancy in the special conditions or the particulars of the property.

- (2) Copies or full particulars of all leases or tenancies not vested in the purchaser having been furnished to him, he shall be deemed to purchase with full knowledge thereof and shall take the property subject to the rights of the tenants thereunder or by reason thereof.

- (3) The vendor gives no warranty as to the amount of rent lawfully recoverable from any tenant, as to the effect of any legislation in relation to any lease or tenancy or as to the compliance with any legislation affecting the same.
- (4) The vendor shall inform the purchaser of any change in the disclosed terms and conditions of any lease or tenancy.
- (5) If a lease or tenancy subject to which the property is sold terminates for any reason, the vendor shall inform the purchaser and, on being indemnified by the purchaser against all consequential loss, expenditure or liability, shall act as the purchaser directs.

7. ERRORS, OMISSIONS AND MISSTATEMENTS

- (1) No error, omission or misstatement herein or in any plan furnished or any statement made in the course of the negotiations leading to the contract shall annul the sale or entitle the purchaser to be discharged from the purchase.
- (2) Any such error, omission or misstatement shown to be material shall entitle the purchaser or the vendor, as the case may be, to proper compensation, provided that the purchaser shall not in any event be entitled to compensation for matters falling within conditions 5 (2) or 6 (3).
- (3) No immaterial error, omission or misstatement (including a mistake in any plan furnished for identification only) shall entitle either party to compensation.
- (4) Sub-condition (1) shall not apply where compensation for any error, omission or misstatement shown to be material cannot be assessed nor enable either party to compel the other to accept or convey property differing substantially (in quantity, quality, tenure or otherwise) from the property agreed to be sold if the other party would be prejudiced by the difference.
- (5) The purchaser acknowledges that in making the contract he has not relied on any statement made to him save one made or confirmed in writing.

8. LEASEHOLDS

- (1) This condition applies if the property is leasehold.
- (2) (a) In all cases the immediate title to the property shall begin with the lease. Where the lease, unless registered with absolute title, is dated not more than fifteen years before the date of the contract and was granted for a term exceeding twenty-one years, the freehold title and all other titles superior to the lease shall be deduced for a period beginning not less than fifteen years prior to the date of the contract and ending on the date of the lease.
- (b) A copy of the lease and a copy of, sufficient extract from, or abstract of, all superior leases the contents of which are known to the vendor having been supplied or made available to the purchaser, he shall be deemed to purchase with full notice of the contents thereof, whether or not he has inspected the same.
- (3) Where any consent to assign is necessary—
 - (a) the vendor shall forthwith at his own cost apply for and use his best endeavours to obtain such consent
 - (b) the purchaser shall forthwith supply such information and references as may reasonably be required by the reversioner before granting such consent
 - (c) if any such consent is not granted at least five working days before contractual completion date, or is subject to any condition to which the purchaser reasonably objects, either party may rescind the contract by notice to the other.
- (4) Where there is any breach of the terms of the lease as to the state and condition of the property, any statutory implied covenant on the part of the vendor shall not extend to the said breach and the assignment shall so provide. In the case of registered land the transfer shall incorporate a request by both parties to note such modification on the register. This sub-condition applies notwithstanding that a special condition provides for the vendor to convey as beneficial owner.
- (5) Where the property is sold subject to an apportioned rent specified as such in a special condition, the purchaser shall not require the consent of the reversioner to be obtained, or the rent to be otherwise legally apportioned.
- (6) The purchaser shall assume that any receipt for the last payment due for rent under the lease before actual completion was given by the person then entitled to such rent or his duly authorised agent.

9. DEPOSIT

- The purchaser shall on or before entering into the contract pay to the vendor's solicitors as stakeholders such a sum as will, together with any preliminary deposit paid to the vendor or his agent, amount to ten per centum of the purchase money (excluding any separate price to be paid for chattels, fixtures or fittings). Save in the case of a sale by auction, such deposit shall be paid either by banker's draft or by a cheque drawn upon a solicitors' bank account. In the event that the said draft or cheque is dishonoured upon first presentation, the vendor shall have the right by notice to the purchaser within seven working days thereafter to elect to treat such dishonour as a fundamental breach of the purchaser's obligations under the contract.

10. OPTIONAL METHODS OF EXCHANGE

- (1) Exchange of contracts may be effected by post and if so effected the contract shall be made when the last part is posted.
- (2) The solicitors to the parties may agree by telephone or telex that the contract be immediately effective and thereupon the solicitors holding a part of the contract signed by their client shall hold it irrevocably to the order of the other party.

11. INSURANCE

- (1) If the property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or for the purchaser are reduced by reason of the existence of any policy effected by or for the vendor, the purchase price shall be abated by the amount of such reduction.
- (2) Sub-condition (1) shall not apply where the proceeds of the vendor's policy are applied towards the reinstatement of the property pursuant to any statutory or contractual obligation.
- (3) This condition takes effect in substitution for section 47 of the Law of Property Act 1925.
- (4) The vendor shall be under no duty to the purchaser to maintain any insurance on the property, save where the property is leasehold and the vendor has an obligation to insure.

12. ABSTRACT OF TITLE

- (1) Forthwith upon exchange of contracts the vendor shall deliver to the purchaser—
 - (a) where the title is not registered, an abstract of the title to the property or an epitome of the title together with photocopies of the relevant documents;
 - (b) where the title is registered—
 - (i) the documents, particulars and information specified in section 110 of the Land Registration Act 1925, save that copies of the entries on the register, the filed plan and any documents noted on the register and filed in the registry shall be office copies, and
 - (ii) such additional authorities to inspect the register as the purchaser shall reasonably require for any sub-purchaser or prospective mortgagee or lessee.
- (2) Where the title is not registered, the vendor shall at his own expense produce the relevant documents of title or an abstract, epitome of title or copy thereof (bearing in each case original markings of examination of all relevant documents of title or of examined abstracts thereof).
- (3) Where before the date of the contract any abstract, epitome or document has been delivered to the purchaser, he shall not, save as provided by conditions 6 (2) or 8 (2)(b), or by the particulars or the special conditions, be deemed to have had notice before the date of the contract of any matter of title thereby disclosed.

13. IDENTITY AND BOUNDARIES

- (1) The vendor shall produce such evidence as may be reasonably necessary to establish the identity and extent of the property, but shall not be required to define exact boundaries, or the ownership of fences, ditches, hedges or walls, nor, beyond the evidence afforded by the information in his possession, separately to identify parts of the property held under different titles.

RIDER

J. The deposit shall be paid to the Vendors solicitors as ~~agents~~ *Stakeholders*
~~for the Vendor.~~

K. The Purchaser hereby admits and confirms that the Purchaser has inspected the property hereby agreed to be sold and has obtained advice and information with regard thereto and that the Purchaser has entered into this agreement solely as a result of such inspection advice and information and that the Purchaser has not been induced to enter into this agreement by or in reliance upon any statement either oral or in writing made by the Vendor or by any third party or agent servant or representative on behalf of the Vendor and that the Purchaser fully appreciates that any such statement was made as a condition warranty or representation or for the purpose of inducing the Purchaser to enter into this agreement PROVIDED THAT the provisions of this Special Condition shall not apply to any statement in writing given by the Vendors solicitors to the Purchasers solicitors in reply to any enquiry raised by them

~~L. If a deposit actually paid on exchange of contracts shall be less than 10% of the sale price then notwithstanding the payment of the lesser amount by way of deposit the balance of the 10% deposit shall at all times remain due to the Vendor and in the event of a rescission or failure to complete through no fault of the Vendor such balance shall be a legal liability of the Purchaser to the Vendor as a condition of this contract~~

M. Where the context so admits words importing the singular meaning shall include the plural meaning and vice versa and words importing the masculine gender shall include the feminine gender and vice versa

N. The Conveyance to the Purchaser shall be in accordance with the draft Conveyance annexed hereto.

O. The property is sold subject to and with the benefit of the covenant and other matters mentioned or contained in the Conveyance and the Purchaser shall in the Conveyance to him give the usual covenant to observe the same and for indemnity.

(2) If reasonably required by the purchaser because of the insufficiency of the evidence produced under sub-condition (1), the vendor shall at his own expense provide and hand over on completion a statutory declaration as to the relevant facts, in a form agreed by the purchaser, such agreement not to be unreasonably withheld.

14 MORTGAGES IN FAVOUR OF FRIENDLY AND OTHER SOCIETIES

Where the title includes a mortgage or legal charge in favour of trustees on behalf of a friendly society, a building society or a society registered under the Industrial and Provident Societies Acts, the purchaser shall assume that any receipt given on or after the discharge of any such mortgage or legal charge and apparently duly executed was in fact duly executed by all proper persons and is valid.

15 REQUISITIONS

- (1) In this condition "abstract" means all of the documents, particulars and information required to be delivered by the vendor under condition 12.
- (2) Subject to sub-condition (4), the purchaser shall deliver any requisitions or objections relating to the title, evidence of title or the abstract, in writing within six working days of receipt of the abstract (or, in the case of an abstract delivered before the date of the contract, within six working days of the date of contract). Within four working days of such delivery the vendor shall deliver his replies in writing.
- (3) The purchaser shall deliver any observations on any of the vendor's replies in writing within four working days of their receipt.
- (4) Where—
 - (a) some but not all parts of the abstract have been delivered, or
 - (b) defects in title are not disclosed by such parts of the abstract as have been delivered, then in respect only of the undelivered parts or undisclosed defects (as the case may be) the abstract shall be deemed to be received for the purpose of sub-condition (2) at the time or respective times when any previously undelivered part is delivered.
- (5) Time shall be of the essence of the contract for the purposes of this condition.

16 RESCISSION

- (1) If the vendor is unable, or on some reasonable ground unwilling, to satisfy any requisition or objection made by the purchaser, the vendor may give the purchaser notice (specifying the reason for his inability or the ground of his unwillingness) to withdraw the same. If the purchaser does not withdraw the same within seven working days of service, either party may thereafter, notwithstanding any intermediate negotiation or litigation, rescind the contract by notice to the other.
- (2) Upon rescission under any power given by these conditions or any special condition—
 - (a) the vendor shall repay to the purchaser any sums paid by way of deposit or otherwise under the contract with interest on such sums at the contract rate from four working days after rescission until payment.
 - (b) the purchaser shall forthwith return all documents delivered to him by the vendor and at his own expense procure the cancellation of any entry relating to the contract in any register.

17 PREPARATION OF CONVEYANCE

- (1) The purchaser shall deliver the draft conveyance at least twelve working days before contractual completion date, and within four working days of such delivery the vendor shall deliver it back approved or revised.
- (2) The purchaser shall deliver the engrossment of the conveyance (first executed by him, where requisite) at least five working days before contractual completion date.
- (3) The purchaser shall not, by delivering the draft conveyance or the engrossment, be deemed to accept the vendor's title or to waive any right to raise or maintain requisitions.
- (4) Save to the extent that a covenant for indemnity will be implied by statute, the purchaser shall in the conveyance covenant to indemnify the vendor and his estate (and any estate of which the vendor is personal representative or trustee) against all actions, claims and liability for any breach of any covenant, stipulation, provision or other matter subject to which the property is sold and in respect of which the vendor or any such estate will remain liable after completion.
- (5) The vendor shall give an acknowledgment for production and, unless in a fiduciary capacity, an undertaking for safe custody of documents of title retained by him. Where any such document is retained by a mortgagee, trustee or personal representative, the vendor shall procure that such person shall give an acknowledgment for production, and the vendor, unless in a fiduciary capacity, shall covenant that if and when he receives any such document he will, at the cost of the person requiring it, give an undertaking for safe custody.
- (6) The vendor shall be entitled on reasonable grounds to decline to convey the property to any person other than the purchaser, by more than one conveyance, at more than the contract price or at a price divided between different parts of the property.

18 POSSESSION BEFORE COMPLETION

- (1) This condition applies if the vendor authorises the purchaser to occupy the property before actual completion, except—
 - (a) where the purchaser is already lawfully in possession of any part of the property, or
 - (b) where the property is a dwellinghouse and the authority for the occupation is only for the purpose of effecting works of decoration, repair or improvement agreed by the vendor, or
 - (c) where the property is an agricultural holding as defined in the Agricultural Holdings Act 1948.
- (2) The purchaser occupies the property as licensee and not as tenant. The purchaser may not transfer his licence or authorise any other person save members of his immediate family to occupy any part of the property.
- (3) The purchaser shall not, by taking such occupation, be deemed to accept the vendor's title or to waive any right to raise or maintain requisitions.
- (4) While the purchaser is in occupation of the whole or any part of the property under this condition, he shall—
 - (a) pay and indemnify the vendor against all outgoings, the cost of repairs and any other expenses in respect of the property and pay to the vendor interest at the contract rate on the amount of the purchase money (less any deposit paid)
 - (b) be entitled to receive any rents and profits from any part of the property not occupied by him
 - (c) insure the property in a sum not less than the purchase price against all risks in respect of which premises of the like nature are normally insured.
- (5) The purchaser's licence to occupy the property shall end—
 - (a) forthwith upon the termination of the contract or
 - (b) upon the expiry of seven days' notice given by either party to the other, and thereupon the purchaser shall give up occupation of the property and leave the same in as good repair as it was in when he went into occupation.

19 APPORTIONMENTS

- (1) In this condition—
 - (a) "the apportionment day" means—
 - (i) if the property is sold with vacant possession of the whole, the date of actual completion
 - (ii) in any other case, contractual completion date
 - (b) "payment period" means one of the periods for which a sum payable periodically is payable, whether or not such periods are of equal length.
- (2) On completion the income and outgoings of the property shall, subject to sub-condition (5) and condition 22 (4), and any adjustment required by condition 18 (4) be apportioned as at the apportionment day.
- (3) For the purposes of apportionment only, it shall be assumed—
 - (a) that the vendor remains owner of the property until the end of the apportionment day, and
 - (b) that the sum to be apportioned—
 - (i) accrues from day to day
 - (ii) is payable throughout the relevant period at the same rate as on the apportionment day.
- (4) Sums payable periodically shall be apportioned by charging or allowing—
 - (a) for any payment period entirely attributable to one party, the whole of the instalment payable therefor
 - (b) for any part of a payment period, a proportion on an annual basis.
- (5) A sum shall not be apportioned if—
 - (a) the purchaser cannot, by virtue only of becoming the owner of the property, either enforce payment of it or be obliged to pay it, or
 - (b) it is an outgoing paid in advance, unless the vendor cannot obtain repayment and the purchaser benefits therefrom or is given credit therefor against a sum that would otherwise be his liability.
- (6) (a) This sub-condition applies, where the property is leasehold, to any sum due under the lease by the tenant to the landlord or vice versa in respect of any period

ending wholly or partly prior to the apportionment day, the amount of which is not apportioned to either party before actual completion.

(b) A sum to which this sub-condition applies shall forthwith upon such notification be apportioned as if it had been so notified before actual completion, and thereupon the vendor shall make any appropriate payment to the purchaser or vice versa.

20 ENDORSEMENT OF MEMORANDUM

Where the vendor does not hand over all the documents of his title, he shall at completion endorse a memorandum of the sale to the purchaser on the last such document in each relevant title and thereupon produce the endorsed documents for inspection.

21 COMPLETION

- (1) Contractual completion date shall be as stated in the special conditions but, if not so stated, shall be the first working day after the expiration of five weeks from the date of the contract. Completion shall take place at the office of the vendor's solicitor or, if required by the vendor at least five working days prior to actual completion, at the office of the vendor's mortgagee or his solicitors.
- (2) The vendor shall not be obliged to accept payment of the money due on completion other than by one or more of the following methods—
 - (a) legal tender
 - (b) a banker's draft drawn by and upon a member of the Committee of London Clearing Banks, a trustee savings bank or National Girobank
 - (c) an unconditional authority to release any deposit held by a stakeholder
 - (d) otherwise as the vendor shall have agreed before actual completion.
- (3) If the parties agree that completion shall be effected through the post, completion shall take place when, on contractual completion date or a subsequent working day—
 - (a) the money due on completion is paid to the vendor, and
 - (b) the vendor's solicitors hold to the order of the purchaser all the documents to which he is entitled on completion.
- (4) For the purposes of this condition money is paid when the vendor receives payment by a method specified in sub-condition (2). Where the parties have agreed upon a direct credit to a bank account at a specified branch, payment is made when that branch receives the credit.
- (5) (a) This sub-condition applies if the money due on completion is not paid by such time on the day of actual completion as is specified in the special conditions or if none is so specified by 2.30 p.m. on that day.
- (b) For the purposes of condition 22 only, completion shall be deemed to be postponed by reason of the purchaser's delay from the day of actual completion until the next working day.
- (c) The purchaser shall not as a result of the deemed postponement of completion be liable to make any payment to the vendor unless the vendor gives him notice claiming such payment at or within five working days after completion (as to which period time shall be of the essence of the contract). Payment shall be due five working days after receipt of such notice.

22 COMPENSATION FOR LATE COMPLETION

- (1) For the purposes of this condition—
 - (a) "delay" means failure to perform or lateness in performing any obligation of the contract which causes or contributes to lateness in completion
 - (b) a party is "in default" if and to the extent that the period, or the aggregate of the periods, of his delay exceeds the period, or the aggregate of the periods, of delay of the other party
 - (c) "the period of default" means the length of the excess defined in paragraph (b).
- (2) If the sale shall be completed after contractual completion date, the party in default (if any) shall be liable to compensate the other for loss occasioned to the other by reason of that default.
- (3) Before actual completion, the party entitled to compensation may, by notice to the other party, opt to be paid or allowed on completion a sum equal to interest at the contract rate on the amount of the purchase money (less any deposit paid) for the period of default, as liquidated damages in settlement of his claim for compensation.
- (4) If the vendor is entitled to compensation, he may, before actual completion, by notice to the purchaser, opt to take the net income of the property for the period of default in lieu of such compensation.
- (5) The right to recover any compensation under this condition shall not be prejudiced by completion of the sale, whether before or after the commencement of proceedings.

23 COMPLETION NOTICE

- (1) This condition applies unless a special condition provides that time is of the essence in respect of contractual completion date.
- (2) In this condition "completion notice" means a notice served in accordance with sub-condition (3).
- (3) If the sale shall not be completed on contractual completion date, either party being then himself ready, able and willing to complete may after that date serve on the other party notice to complete the transaction in accordance with this condition. A party shall be deemed to be ready, able and willing to complete—
 - (a) if he could be so but for some default or omission of the other party
 - (b) notwithstanding that any mortgage on the property is unredeemed when the completion notice is served if the aggregate of all sums necessary to redeem all such mortgages (to the extent that they relate to the property) does not exceed the sum payable on completion.
- (4) Upon service of a completion notice it shall become a term of the contract that the transaction shall be completed within twenty-one days of service and in respect of such period time shall be of the essence of the contract.
- (5) If the purchaser does not comply with a completion notice—
 - (a) the purchaser shall forthwith return all documents delivered to him by the vendor and at his own expense procure the cancellation of any entry relating to the contract in any register
 - (b) without prejudice to any other rights or remedies available to him, the vendor may—
 - (i) forfeit and retain any deposit paid and/or
 - (ii) resell the property by auction, tender or private treaty.
- (6) If on any such re-sale contracted within one year after contractual completion date the vendor incurs a loss the purchaser shall pay to the vendor liquidated damages. The amount payable shall be the aggregate of such loss, all costs and expenses reasonably incurred in any such re-sale and any attempted re-sale and interest at the contract rate on such part of the purchase money as is from time to time outstanding (giving credit for all sums received under any re-sale contract on account of the re-sale price) after contractual completion date.
- (7) If the vendor does not comply with a completion notice, the purchaser, without prejudice to any other rights or remedies available to him, may give notice to the vendor forthwith to pay to the purchaser any sums paid by way of deposit or otherwise under the contract and interest on such sums at the contract rate from four working days after service of the notice until payment. On compliance with such notice the purchaser shall not be entitled to specific performance of the contract, but shall forthwith return all documents delivered to him by the vendor and at the expense of the vendor procure the cancellation of any entry relating to the contract in any register.
- (8) Where after service of a completion notice the time for completion shall have been extended by agreement or implication, either party may again invoke the provisions of this condition which shall then take effect with the substitution of "ten days" for "twenty-one days" in sub-condition (4).

24 CHATTELS

The property in any chattels agreed to be sold shall pass to the purchaser on actual completion.

25 AUCTIONS

- (1) This condition applies if the property is sold by auction.
- (2) The sale is subject to a reserve price for the property and, when the property is sold in lots, for each lot.
- (3) The vendor reserves the right—
 - (a) to divide the property into lots and to sub-divide, re-arrange or consolidate any lots
 - (b) to bid personally or by his agent up to any reserve price
 - (c) without disclosing any reserve price, to withdraw from the sale any property or lot at any time before it has been sold, whether or not the sale has begun.
- (4) The auctioneer may—
 - (a) refuse to accept a bid
 - (b) in the case of a dispute as to any bid, forthwith determine the dispute or again put up the property or lot at the last undisputed bid.
- (5) The purchaser shall forthwith complete and sign the contract and pay the purchase

SPECIAL CONDITIONS

- A. The property is sold subject to The Law Society's General Conditions of Sale (1980 Edition) ("general conditions") which are printed within so far as they are not varied by or inconsistent with these special conditions but general condition 8(4) shall apply in any event.
- B. General Condition 1(a) shall not apply. The contract rate is 14% or if none is specified the rate of interest prescribed from time to time under the Land Compensation Act 1961 S. 32.
- C. For the purposes of the following general conditions—
1(b) contractual completion date is 8th January 1985.
21(5)(a) the latest time is 12.30 am/pm
1(e) the following are not working days the day immediately following any statutory bank holiday

~~5(3) XXXXX The following is a list of the~~

- D. General condition 4 shall not apply. ~~For the purposes of general condition 4(2) the period shall be from the date hereof and for the purposes of general condition 4(3)(b) the~~
~~intended use is~~

- E. The vendor shall convey as Trustees for Methodist Church Purposes

~~XXX The vendor's title is registered with~~

~~the Land Registry~~

~~in the~~

~~District Land Registry~~

- (or) F. The abstract of title shall begin with the Conveyance

- G. The property is sold with vacant possession on completion.

- (or) ~~G. The property is sold subject to the following leases or tenancies—~~

- H. ~~The property is sold subject to—~~ This contract is conditional upon a Memorandum of Consent signed by the General Secretary or other authorised person on behalf of the Property Board and an Instrument of Concurrence being issued by the Trustees of Methodist Church Purposes and in the event of the aforementioned documents not being issued this contract will be null and void.

- I. The Purchaser shall enter into the following covenants with the Vendor in the Conveyance:
(a) the premises or any part thereof shall not be used for the manufacture distribution sale or supply of intoxicating liquors nor for any purpose in connection with the organisation or practice of gambling in any of its forms nor as a public dancehall.
(b) the premises nor any part thereof shall not be used for religious purposes.