

An Agreement made this _____ day of _____
1891 Between William Helliwell of ~~Bretherton~~ ~~York~~ ~~Roller~~
~~of the one part~~ and Alfred Harrison Smith of
the Bow Brewery Sheffield in the County of York Common Brewer of the
other part Whereby the Vendor agrees to said William Helliwell
(hereinafter called "the Vendor") agrees to sell to the said Alfred Harrison
Smith (hereinafter called "the purchaser") agrees to purchase at the price of
Nine hundred and fifty pounds. All that Beerhouse situate at
Haywoods Deepcar in the County of York known by the name of "The
Sportsman's Arms" now in the occupation of the Vendor or his Undertenants
and also the two Cottages adjoining thereto occupied by William Hague and
Frank Mell and the Coal place Pig Sty and other conveniences thereto
and the yards and gardens occupied therewith the site of which said
hereditaments contains about 400 square yards and is freehold -

The sum of £20 has been paid to the Vendor by the Purchaser as a
deposit and in part payment of the purchase ^{money} as he doth hereby acknowledge

The Vendor will within _____ days from the date hereof deliver an
Abstract of his title to the property sold to the purchaser or his Solicitors.

All objections and requisitions in respect of the title and of all matters
appearing on the Abstract shall be or this Agreement shall be delivered within
_____ days from the day of delivery of the Abstract.

The day for completion of the purchase shall be the 14th day of
Nov 1891.

The General Conditions of sale of The Sheffield District Incorporated ~~Society~~
Society (whereof a printed copy is hereto annexed) shall so far as the same are
applicable to a sale by private treaty and are not inconsistent with the
foregoing conditions shall be deemed to form part of this agreement and
the sale and purchase hereby made ~~are~~ to be deemed subject thereto.

As witness the hands of the said parties -

William Helliwell
A. Harrison Smith



GENERAL CONDITIONS OF SALE

OF THE

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

1.—Subject to a right for the Vendor to bid up to a reserved price, and to withdraw the property as unsold without declaring such price, the highest bidder shall be the Purchaser. No person shall at any bidding advance less than a sum to be named by the Auctioneer, and no bidding shall be retracted, and if any dispute arise respecting a bidding the property shall be put up again at the last undisputed bidding.

2.—The Purchaser immediately after the sale shall pay a deposit of 10 per cent. of the purchase money into the hands of the Vendor's Solicitor, to be retained by him until the completion of the purchase, or until the Vendor shall obtain the written authority of the Purchaser to the Vendor's Solicitor to pay the same to the Vendor, or until the same shall be forfeited, pursuant to the Condition in that behalf hereinafter contained, and the purchaser shall sign an agreement to pay the remainder of the purchase money and to complete the purchase according to the Conditions of Sale.

3.—The Vendor shall deliver the abstract of title within the time fixed for its delivery, if the same shall be applied for at the office of his Solicitor. The Purchaser shall deliver his objections and requisitions (if any) in respect of the title and of all matters appearing on the abstract, particulars, or Conditions of Sale, at the office aforesaid, within the time fixed for their delivery, and in this latter respect time shall be of the essence of the contract (whether the abstract be delivered within the time fixed for its delivery or not), and in default of such objections and requisitions (if none) and subject only to such (if any) the Purchaser shall be deemed to have accepted the title, and if the Purchaser shall insist on any objection or requisition not being a claim for compensation falling within the 6th of these Conditions, which the Vendor shall be unable or unwilling to remove or comply with, the Vendor may at any time, and notwithstanding any negotiation or litigation in respect of such objection or requisition, give to the Purchaser or his Solicitor notice in writing that if such objection or requisition is not withdrawn within seven days from the giving of such notice the contract for sale will be rescinded, and if such objection or requisition is not withdrawn within such seven days such contract shall be rescinded accordingly without any further notice, and thereupon the Vendor shall return to the Purchaser his deposit, but without any interest, costs of investigating the title, or other compensation or payment whatever, and the Purchaser shall return the abstract and other papers furnished to him.

4.—When the property is held by lease or underlease, the Purchaser shall on production of the receipt for the last payment due for rent under such lease, or underlease, before the date of actual completion of the purchase, assume (unless the contrary appears) that any breaches of any of the covenants or provisions of such lease, or underlease, or any superior lease, have been waived, and no evidence shall be required that the person who received such rent was entitled to receive it. Such lease, or underlease, or a copy thereof may be examined at the office of the Vendor's Solicitor, between the hours of eleven a.m. and four p.m., on the three days immediately preceding the day of sale, and the Purchaser shall be deemed to have bought with full notice of the contents thereof. The sale of leaseholds is subject to the consent of the reversioner being obtained where necessary, and the consent fee shall be paid by the Vendor. Where, by the lease, or underlease, any notice of the Assignment is required, any fee payable shall be paid by the Purchaser.

5.—The Purchaser shall admit the identity of the property purchased with that comprised in the muniments offered by the Vendor as the title thereto upon the evidence afforded by the descriptions contained in such muniments and of a declaration to be made (if required) at the Purchaser's expense that the purchased property has been

in the occupation of the Vendor, the land is sold subject to the Vendor's right to be paid for tillages, off-going allowances, or otherwise, as if he were tenant, according to the custom of the country. If any error, mis-statement or omission in the Particulars be discovered the same shall not annul the sale, but, if pointed out before the completion of the purchase and not otherwise, compensation shall be made to or by the Purchaser (as the case may require); the amount of such compensation to be settled by the Auctioneer.

7.—Any document which may not have been registered or properly registered in the County or Riding Register and of which registration or re-registration may be lawfully required by the Purchaser and be practicable, shall be registered or re-registered at the Vendor's expense, if dated within twelve years before the day of sale or, as to a will or codicil, if the Testator died within that period, and otherwise at the Purchaser's expense; but the Purchaser shall not make any other requisition or objection in respect of such non-registration or insufficient registration, nor shall the completion of the purchase be delayed with a view to such registration or re-registration. And the Purchaser shall bear the expense of stamping or re-stamping any unstamped or insufficiently stamped document dated more than twelve years before the day of sale, which he may require to be stamped or re-stamped. Documents in the possession of a Mortgagee shall, for the purposes of section 3, sub-section 6, of the Conveyancing and Law of Property Act, 1881, be deemed to be in the Vendor's possession.

8.—The benefit of any policy of insurance of the property against fire subsisting at the time of sale and belonging to the Vendor shall, so far as the law will admit, be included in the sale, but without any obligation on the Vendor to make any payment in respect of such policy.

9.—The Purchaser shall pay the remainder of the purchase money on the day fixed for completion of the purchase, at the office of the Vendor's Solicitors, to the Vendor or as he shall direct, and upon such payment the Vendor and all other necessary parties (if any) shall execute a proper assurance of the property to the Purchaser, but such assurance shall be prepared by and at the expense of the Purchaser. When the Vendor is a Trustee or Mortgagee selling under a trust for or power of sale, or is a personal representative of a deceased person, the Purchaser shall not be entitled to any covenant for title other than the usual covenant by the Vendor against incumbrances.

10.—The rents or other income or the possession shall be received or retained, and the outgoings discharged by the Vendor up to the day fixed for completion of the purchase, and as from that day the outgoings shall be discharged and the rents or other income or the possession taken by the Purchaser and such rents or other income and outgoings shall, if necessary, be apportioned between the Vendor and Purchaser, for the purpose of this Condition, and the proper apportioned part shall be paid with or deducted from the purchase money. If from any cause whatever, the purchase shall not be completed on the day fixed for completion, the Purchaser shall pay interest on the remainder of the purchase money at the rate of 5 per cent. per annum, from that day until the purchase shall be completed, except that if the delay in completion shall arise from the state of the title or from any cause other than the neglect or default of the Purchaser, and if the Purchaser shall place the remainder of the purchase money at interest on a deposit account at any Bank within twenty miles of the Town Hall in Sheffield, or on any security which he may think fit (the same being so placed at his own risk), and if he shall give notice thereof to the Vendor, the Vendor shall, from the time of such notice, be entitled to such interest only as shall be actually produced thereby.

11.—Such muniments of title in the Vendor's possession as relate to any property offered for sale and also to other property in which the Vendor has any estate, or to any property offered for sale but not sold, shall be retained by the Vendor. Such as relate exclusively to any one lot shall be delivered to the Purchaser thereof, and such as relate exclusively to any two or more lots shall, on the completion of all the purchases thereof, be delivered to the largest Purchaser in value if he purchase at the present sale or within six weeks afterwards. Every person retaining or receiving any muniments of title under this Condition, not being on record, shall give to every Purchaser of property to which they relate, who shall require the same, such an acknowledgment as is mentioned in the 9th section of the Conveyancing and Law of Property Act, 1881, and also unless such person shall be a Trustee, Mortgagee, or personal representative, such an undertaking as is therein mentioned; the same to be prepared by and at the expense of the person to whom the same shall be given, but to be perused and signed by the person by whom the same shall be given, at his own expense.

12.—If the Purchaser shall fail to comply with any of the Conditions of Sale, his deposit shall thereupon be forfeited and the Vendor shall be at liberty to re-sell the property at such time, in such manner, and subject to such conditions as he shall think fit, and any deficiency in price which may happen on, and all expenses attending the re-sale, shall immediately afterwards be paid by the defaulter to the Vendor, and, in case of non-payment, shall be recoverable by the Vendor as liquidated damages.

13.—In the above Conditions the expressions "the Vendor" and "the Purchaser" shall include several Vendors as well as one Vendor, and several Purchasers as well as one Purchaser respectively, and when any property is offered for sale in lots the above Conditions shall apply to each lot.

I or We,

hereby acknowledge that on the sale by auction, this _____ day of _____ 18 ____ of the property comprised in the annexed Particulars of Sale, I was or we were the highest bidder and was or were declared the Purchaser of Lot _____ thereof, subject to the accompanying Conditions of Sale, at the price of _____

and that I or we have paid the sum of _____

by way of deposit and in part payment of the said purchase money to the Vendor's Solicitors, and I or we hereby agree to pay the remainder of the said purchase money and to complete the said purchase according to the said Conditions of Sale.

As witness my or our hand this _____ day of _____

As Agent for

said deposit of

the Vendor, I or we ratify this Sale and acknowledge the receipt of the

Purchase Money.....£

Deposit£

Remaining unpaid£

Dated

1891

For Breasy

Chas Wm Helliwell
with

A. H. Smith Esq

£ 50

Agreement for sale
to purchase

11th October

£ 50

Chas Wm Helliwell

Robert Stone

A. H. Smith