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PROBLEMS
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FINANCE ACT 1931

This Conveyance is made the sixth day of January

John & A.F. Maybury
SALE EST. 1865

One thousand nine hundred and sixty one

Between William Patrick Pain of 3 St James's Square London S.W.1. Secretary of the Trust Department of the Royal Trust Company of Canada and Thomas Charles Watts of 28 Hunters Grove Kenton in the County of Middlesex Esquire (hereinafter called "the Vendors") of the one part and The Lord Mayor Aldermen and Citizens of the City of Manchester (hereinafter called "the Corporation") of the other part

Whereas :-

(1) Sir Edward Reynell Anson Baronet late of Meadows Hatch Beauchamp near Taunton in the County of Somerset (hereinafter called "the Testator") died on the twenty sixth day of June One thousand nine hundred and fifty one being at the date of his death seised of the land and premises described in the schedule hereto for an estate in fee simple in possession Subject to but with the benefit of a Lease made the ninth day of November One thousand nine hundred and forty nine between the Testator of the one

part and the Corporation of the other part be
otherwise free from incumbrances ——
(2) By his Will dated the seventeenth day o
August One thousand nine hundred and
fifty the Testator appointed the Royal Trust
Company to be the Executors thereof ——
(3) Letters of Administration with the said
Will annexed and also with a Codicil thereto
not affecting the appointment of the said
Executors were granted on the 16th November 1961 by His Majesty's Court
of Justice at the Principal Probate Registry
to the Vendors for the use and benefit of the
Royal Trust Company and until further
representation be granted ——
(4) The Corporation in exercise of the authori
conferred on them by the Local Government
Act 1933 and of every other authority and
power in anywise enabling them have agreed
with the Vendors for the purchase of the said
land and premises for the purposes of the
Education Acts 1944 to 1953 at the price of Ou
hundred pounds which price it has been
agreed shall include compensation for all
damage and injury (whether temporary or
permanent) which have been or may be done
to any other lands and premises of the Vendo
as such personal representatives as aforesaid
or have been or may be sustained by them
by reason of the severance of the said land
and premises hereinafter conveyed from an

other lands and premises of the Vendors as aforesaid or of the taking by the Corporation of the said lands and premises hereinafter conveyed or of the execution by them of the works authorised by or the exercise by them of any of their statutory or other rights and powers

(5) The Vendors have not given or made any assent or conveyance in respect of a legal estate in or affecting the said land and premises or any part thereof

Now this deed witnesseth as follows:-

1. For effectuating the said purchase and in consideration of the sum of One hundred pounds paid to the Vendors by the Corporation (the receipt whereof and that the same is in full discharge for such purchase money and compensation as aforesaid the Vendors hereby acknowledge) the Vendors as personal representatives of the Testator and in exercise of their statutory powers hereby convey unto the Corporation All and Singular the said land and premises particularly described in the schedule hereto To hold unto the Corporation in fee simple To the intent that the term of years created by the said Lease of the ninth day of November One thousand nine hundred and forty nine shall merge in the fee simple of the land and premises hereby conveyed

2. The Vendors hereby acknowledge the right of the Corporation to production of an Assent made the second day of May One thousand nine hundred and twenty three by the Right Honourable Francis William Laurance Venables Vernon Baron Vernon and Maurice Francis Yorke in favour of the Testator and of the before recited Grant of Letters of Administration with the Testators Will and Codicil annexed and to delivery of copies thereof

3. The Corporation hereby release the Vendors from all liability to pay road or drainage charges in respect of the said land and premises including an outstanding sum of Five hundred and thirty three pounds five shillings and ten pence and from all costs charges and expenses relating thereto —

4. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds

In Witness whereof the Vendors have hereunto set their hands and seals and the Corporation have hereunto affixed their Corporate Seal the day and year first before written. —

The Schedule hereinbefore referred to

All that plot of land situate in and fronting

Duncan Road Beresford Road and Clitheroe Road Longsight in the City of Manchester containing in the whole One thousand five hundred and sixty square yards or thereabouts and which with its boundaries and abuttals is more particularly delineated and edged red on the plan hereto annexed Together with all mines and minerals (other than coal and mines of coal as defined by the Coal Act 1938) And together also with all such estate and interest as the Vendors may have in the streets and passage abutting on the land and premises hereby conveyed

...ned sealed and delivered
...the said William Patrick
...ain in the presence of

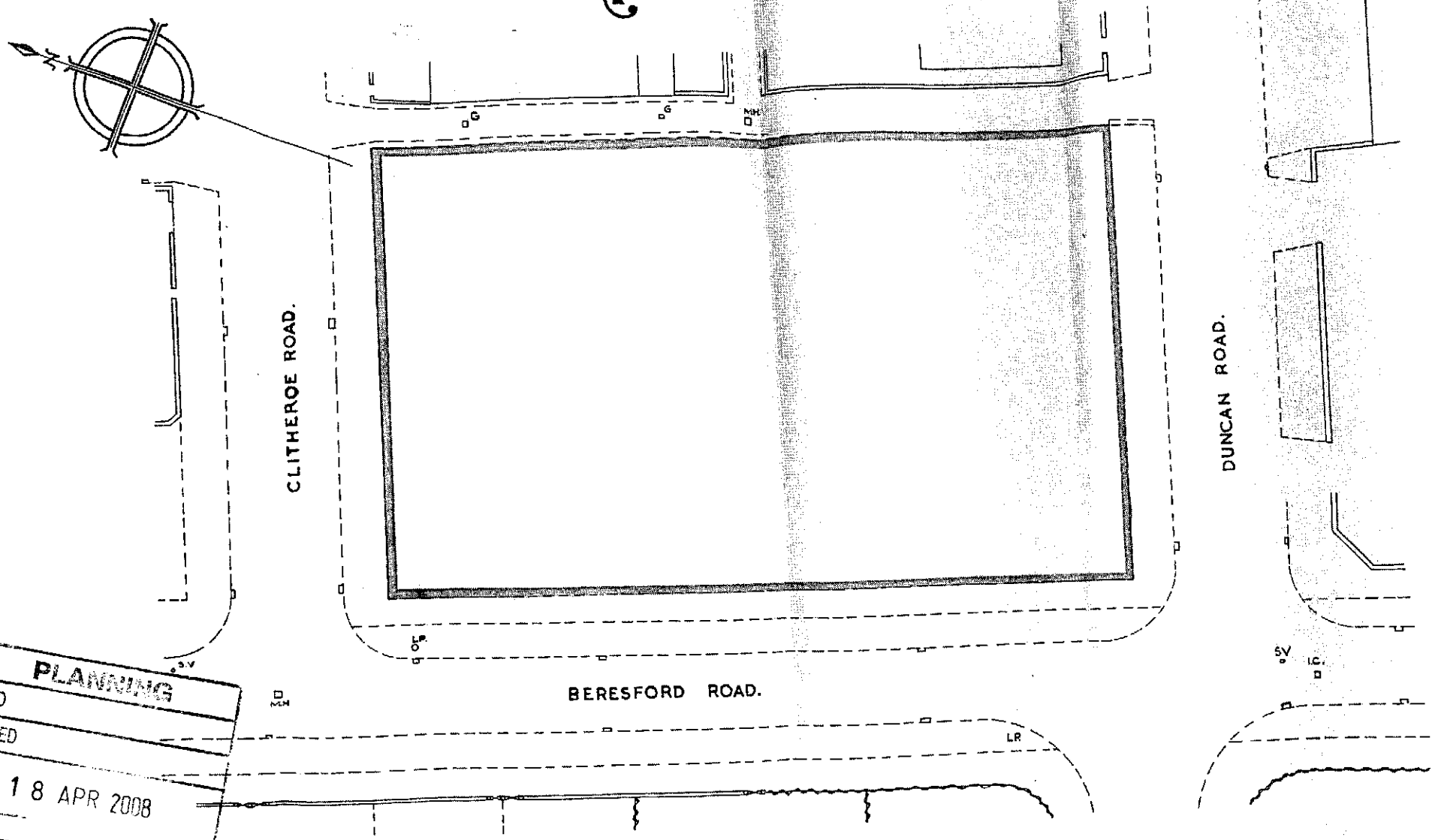
The Royal Trust Co of Canada
3 St James's Square.
S.W.1.

...ned sealed and delivered
...he said Thomas Charles
...tts in the presence of

J. C. Watts

Sunnyside
Longueville
St Saviour
Jersey C.I.
Accountant.

Plan referred to



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Contents edged red 1560sq.yds. or thereabouts.