

R TUCKER – AGREEMENT

Articles of Agreement made the twenty fourth day of June one thousand eight hundred and ninety six **BETWEEN** the Reverend Richardson George Wilson Tucker Clerk in Holy Orders Incumbent of the Benefice of Beeston Saint Lawrence with Ashmanhaugh (hereinafter called the Vendor) of the one part and the North Walsham Burial Board (hereinafter called the Purchasers) of the other part. The Vendor as such Incumbent as aforesaid and in pursuance of the powers and provisions in this behalf of the Act of Parliament 2 and 3 Victoria chapter 49 and subject to the obtaining of such consents as are required by the said Act hereby agrees to sell to the Purchasers who hereby agree to purchase for the sum of six hundred and six pounds and five shillings and the costs of sale as defined in clause seven. All that piece or parcel of copyhold land hereditaments and premises situate at North Walsham in the County of Norfolk and containing by admeasurement four acres, three roods and sixteen perches as the same in delineated in the plan annexed hereto and thereon colored pink. The Estate hereby agreed to be sold is to be taken subject to the land tax tithe rent charge and other outgoings or incidents of tenure and to all manorial rights and rights of way drainage water or other easements affecting the same and to the existing tenancies and tenant rights therein and to the following conditions.

1. The Purchasers shall pay the said purchase money at the Office of and to the Treasurer of Queen Anne's Bounty in Great Deans Yard Westminster on or before the sixth day of August next and shall at the same time pay all costs to be paid by them under this Agreement and also a proportionate part of the rent, if any, which shall then be accruing as from the last proceeding day of payment. If from any cause whatever the purchase shall not be completed on the sixth day of August next the Purchasers shall pay interest to the Vendor on the purchase money at the rate of five pounds per cent per annum from that day until the actual payment thereof without prejudice to the right reserved to the Vendor by the last condition.
2. As the sale is made by the Vendor as such Incumbent as aforesaid he shall not be required to enter into any other covenant for title than that he has not incumbered.
3. Within twenty one days from the date hereof the Vendor will deliver or transmit by post to the Purchasers or their Solicitors an Abstract of the Vendors Title to the Estate and in case the Purchasers shall fail or omit to signify in writing to the Vendors Solicitor their objections to and requisitions on the Title within twenty one days from the delivery or transmissions of the Abstract they shall be deemed to have accepted the Title unconditionally and all objections and requisitions other than such as shall have been so signified within the time aforesaid shall be deemed to be absolutely waived and in case any objections to or requisitions on the Title which having regard to the stipulations of these conditions the Purchasers shall be entitled to raise or make shall be so signified within the time aforesaid and if the Vendor or his Solicitor shall by writing notify to the Purchasers his inability to remove such objections or to comply with such requisitions or any of them the Vendor shall be at liberty notwithstanding any attempt previously made by him to remove such objections or to comply with such requisitions or any of them at any time thereafter to rescind this

Agreement without payment of any expenses or compensation and time shall be of the essence of this present contract.

4. The Vendor will at the expense of the Purchasers enfranchise the land hereby agreed to be purchased and convey the same to the Purchasers as freehold.
5. The Abstract of Title shall commence with an Abstract of an Indenture dated the sixth day of May one thousand seven hundred and sixty one by which the hereditaments the subject of this Agreement were (with certain other hereditaments) covenanted to be surrendered into the hands of the Lord of the Manor of North Walsham to the use of George Kenwick and his successors Curates of the Curacy of Ashmunhall otherwise Ashmanhaugh The Vendor shall not be required to identify or connect any of the lands comprised in this Agreement with the general or other descriptions contained in the said Indenture or to account for the quantity or abuttals stated in the said Indenture. But a statutory Declaration will be made if required at the Purchasers expense that such lands have been held according to the Title shewn for twenty years and upwards prior to the date of this Agreement. The said Deed will be produced at the Office of Queen Anne's Bounty aforesaid. The Vendor shall not be required to abstract any admittances other than the admittances of the said George Kenwick and of the Vendor respectively.
6. The Title of Sir Henry Jacob Preston Baronet the Patron of the said Benefice shall be admitted without proof and such title shall not be called for investigated or questioned No evidence shall be required that the Vendor is Incumbent of the said Benefice.
7. All charges and expenses of preparing executing and perfecting this Agreement and the Deed or Deeds of Enfranchisement and Conveyance or other assurance required by the Purchasers and all other charges incidental to the sale now proposed to be made including the costs of the Abstract and five guineas for the Surveyor's charges and whether the said sale shall be completed or not unless the same shall not be completed through the wilful neglect or default of the Vendor shall be borne by the Purchasers.
8. If the Purchasers shall neglect or fail to comply with these conditions or any of them the Vendors shall be at liberty upon or at any time after such default either to enforce a specific performance of this agreement or to resell the premises either by public auction or private contract or partly in each mode without the necessity of tendering a conveyance to the defaulters and the deficiency if any attending such resale together with all incidental charges and expenses shall immediately after such resale be paid and made good by such defaulters and in case of non payment the whole thereof shall be recoverable by the Vendor as and for liquidated damages.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written

Witness to the signature of the Vendor

R Harvey – Ashmanhaugh Rectery

RGW Tucker – Groom Gardener