



The following parcel numbers do not appear on this edition:
 Parish of Cuerden..... 136, 140, 144, 149, 169, 178, 180, 182.
 Parish of Clayton Woods..... 7, 9, 13, 15, 20, 21, 26, 42, 43, 44, 60, 64, 75, 95, 97, 117, 120, 135, 163, 179, 180, 188, 196, 204, 206, 209, 211, 218.
 Parish of Brandle..... 777.

CUERDEN PH.

Wigan Lodge
 Cinder Path
 Wood



Notes on Plans

No marking of "Plan A"
on the big plan. See 14th schedule
in agreement.

The "Cresting sheet" in SE corner
of plan is crossed from. In
agreement it is supposed to be
taken out here (14th sch(5))

On Oct 16 of agreement the land
referred to is ^{and the} labeled here on the Plan.
Likely it is labeled maps.

The words "proposed Effluent pipe"
in the same place on plan shall
be struck off that are not as we
have nothing about this.

A few areas I have marked in pencil
shall have the reference no put on
the plan as pt-145 Tunnel

pt 137. Center felt board
pt 162. Rose Garden etc

A N A G R E E M E N T made the _____ day of
195 BETWEEN THOMAS ARTHUR TATTON of Cuerden
Hall Bamber Bridge near Preston in the County of Lancaster
(hereinafter called "the Vendor") of the one part and HIS
MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT
(hereinafter called "the Purchaser") for and on behalf of
His Majesty of the other part

W H E R E B Y I T I S A G R E E D A N D D E C L A R E D as follows:-

1. THE Vendor shall sell for a legal estate in fee simple absolute in possession and the Purchaser shall purchase for the sum of FOURTEEN THOUSAND POUNDS the lands (hereinafter referred to as "the property") together with the rights and easements (hereinafter referred to as "the said rights") described in the First Schedule hereto EXCEPT AND RESERVED unto the Vendor as mentioned in the Second Schedule hereto subject to the existing easements and the stipulations mentioned in the First Part of the Third Schedule hereto and to land tax (if any) and tithe redemption annuity but otherwise free from incumbrances.
2. THE Purchaser shall pay the purchase money on the _____ day of _____ One thousand nine hundred and fifty (hereinafter called "the date fixed for completion") and the purchase shall be completed on that date at the Office of Messrs. Wilson Wright Earle & Co. the Vendor's Solicitors at 54 Mosley Street in the City of Manchester and upon such payment the Purchaser shall as from the date fixed for completion be entitled to possession or receipt of rents and profits and shall as from that date pay all outgoing and up to that date all outgoing and any rent shall if necessary be apportioned If from any cause whatever other than wilful neglect or default on the part of the Vendor or of his Settled Land Act Trustees the completion of the purchase is delayed beyond the date fixed for completion the Purchaser shall pay interest at the rate of three and a half per cent per annum (less tax) on the purchase money from the date fixed for completion up to the day of actual payment thereof
3. THE Vendor is selling as Trustee by virtue of the powers under the Settled Land Act 1925 given to a Tenant for Life
4. THE title to the property and to grant the said rights shall commence with a Vesting Assent dated the thirtieth day of April One thousand nine hundred and thirty one whereby the property sold was vested in the Vendor upon the trusts under which the same ought to be held under a Settlement made by the Will and First Codicil thereto of Reginald Arthur Tatton who died in One thousand nine hundred and twenty six and the Purchaser shall assume that the said Reginald Arthur Tatton was at the date of his death seized thereof for an estate in fee simple in possession free from incumbrances and the abstract of such title shall be delivered to the Treasury Solicitor within seven days after the date of this Agreement
5. THE requisitions on title shall be delivered within twenty one days from the date of the delivery of the Abstract and any further requisitions shall be delivered within fourteen days after the receipt of the replies out of which they arise and all requisitions not so delivered within such times shall be deemed to be waived unless and except in so far as they

could not have been made on the information contained in the Abstract as delivered. If the Purchaser shall insist on any requisition which the Vendor shall be unable or on the ground of unreasonable expense unwilling to remove or comply with the Vendor may within one month after the date on which such requisition was delivered and notwithstanding any negotiation in respect of or any attempt to remove or comply with the same but not while litigation is pending in respect of such requisition give notice in writing to the Purchaser or the Treasury Solicitor rescinding this Agreement and unless within fourteen days after the delivery of such notice the Treasury Solicitor on behalf of the Purchaser shall have by notice in writing withdrawn such requisition the notice to rescind shall become effective. Upon such rescission each party shall return to the other all documents (including the part Contract and the Abstract but excluding letters) delivered by either party to the other but neither party shall be entitled to any payment from the other in respect of interest costs or other compensation whatsoever.

6. THE Purchaser shall be entitled to a statutory declaration (if such is obtainable) to be made at the Purchaser's expense that the property and the land in respect of which the said rights are granted or any part thereof as to which there may be some question of identity is that comprised in the documents offered by the Vendor in proof of the title thereto and that it has been enjoyed according to the title shown thereto for upwards of twelve years last past.
7. THE Property is sold subject to all rights of way water light drainage and other easements rights or privileges (if any) affecting the property and to any subsisting liability to repair party walls fences roads or streets.
8. THE Vendor when requested by and at the expense of the Purchaser shall join with the Purchaser in taking all steps necessary to obtain the legal apportionment of any outgoing (other than land tax) but the completion of the purchase shall not be thereby delayed.
9. THE greater part of the property is at present requisitioned by the War Department.
10. THE Conveyance to the Purchaser shall contain the covenants by the Purchaser with the Vendor specified in the Second Part of the Third Schedule hereto.
11. UPON payment of the purchase money as aforesaid the Vendor and all other necessary parties (if any) shall execute to the Purchaser a proper assurance of the property to be prepared by and at the expense of the Purchaser. Delivery of a draft or of an engrossment shall not prejudice any outstanding requisition. The Purchaser shall execute a duplicate Conveyance to be engrossed and stamped at the Purchaser's expense which shall be retained by the Vendor.
12. THE Property is believed to be and shall be taken as correctly described as to quantity and otherwise and any error omission or mis-statement found in this agreement or in the plan annexed hereto shall not annul

the sale or entitle the Purchaser to be discharged from his purchase nor shall the Vendor or the Purchaser claim or be allowed any compensation in respect thereof Provided that nothing in this condition shall entitle the Vendor to compel the Purchaser to accept or the Purchaser to compel the Vendor to convey property which differs substantially whether in quantity quality tenure or otherwise from the property agreed to be sold and purchased

13.

IN case after the date hereof and before the date of actual completion of the purchase any requirement or demand enforceable against the Vendor and of which the Vendor had not notice before the date hereof shall be made by any drainage local or other authority or factory inspectors in respect of the property or the roads streets paths or passages adjoining the same the Purchaser shall on completion repay to the Vendor the amount expended by him in complying therewith or if any such requirement or payment shall not have been complied with or made before completion the Purchaser shall indemnify the Vendor in respect thereof The Vendor shall upon receiving notice of any such requirement or demand inform the Purchaser thereof and give him the option of complying with or satisfying the requirement or demand in lieu of the Vendor and shall not expend any money for that purpose unless the Purchaser refuses or neglects to comply with or satisfy such requirement or demand within a reasonable time

14

SECTION 47 of the Law of Property Act 1925 shall not apply to this contract

15.

ANY dispute or difference as to any compensation or other sum payable hereunder shall (unless expressly otherwise provided) be referred to the decision of a sole arbitrator to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors subject to and in accordance with the Arbitration Act of 1950 or any statutory amendment thereof

16.

THE land hatched brown on the plan annexed hereto was recently sold by the Vendor to the Purchasers who in their Conveyances entered into covenant with the Vendor as the owner of Cuerden Hall not to erect buildings on the said land without the previous consent in writing of the owners for the time being of Cuerden Hall and to do nothing on the said land which might be or become a nuisance or annoyance to the owners for the time being of Cuerden Hall It is intended that the Purchaser shall purchase the property hereby agreed to be sold with the benefit of these restrictive covenants

17.

FOR the purpose of giving effect to the grants reservations and covenants relating to water supply mentioned in the Schedules hereto it is hereby agreed as follows:-

(a) The Purchaser shall forthwith at the Purchaser's expense disconnect the pipes at present carrying the Ram Water Supply to the Tower Tank ^{and Rest Tank} so that the Ram Water Supply shall in future serve only the Vendor's Underground Tank and Stable Tank

(b) The Purchaser shall forthwith at the Purchaser's expense disconnect the pipes at present supplying water from the Vendor's Stable Tank to parts of the property hereby agreed to be sold and make new connections (installing new pipes where

necessary) so that in future all parts of the property hereby agreed to be sold shall be served only by the Thirlmere Main and the Tower Tank

(c) The Vendor shall forthwith at his own expense disconnect the pipes at present supplying water from the Thirlmere Main and Tower Tank to the Rose Garden and the Kitchen Gardens and any other property so supplied outside the property hereby agreed to be sold (except the pipes serving Hawksclough and Cuerden Lodge and the three farms beyond known as Calderbanks Fowlers Farm and Abbots Farm the approximate position of which pipes is indicated as to part thereof on the said plan marked "A" and as to the whole length thereof on the said plan marked "B" by a broken green line) and make new connections (installing new pipes where necessary) so that in future all such property outside the property hereby agreed to be sold (except Hawksclough and Cuerden Lodge and the three farms beyond) shall be served only by the Vendor's Ram Water Supply and the Underground Tank and the Stable Tank

(d) The Vendor shall forthwith at his own expense install and maintain ^{2 1/2 inch} meters to measure the quantities of water supplied to Hawksclough and Cuerden Lodge and the said three farms beyond ^{2 1/2 inch} The meter for Hawksclough to be installed at or near the point where the service-pipe to Hawksclough joins the Thirlmere Main and the meter for Cuerden Lodge to be installed at the point where the service-pipe to Cuerden Lodge crosses the boundary of the property hereby agreed to be sold

(e) The Vendor shall forthwith at his own expense join together the pipes at present supplying water from the Thirlmere Main and the Tower Tank to the Vendor's Underground Tank and Stable Tank and install one meter to measure the whole quantity of water so supplied ^{and insert a stop cock before the said meter.}

18.

THE three inch main water supply pipe known as the Thirlmere Main and the rights mentioned in the First Schedule hereto were the subject of exceptions and reservations to the Vendor out of recent conveyances by him the adjoining and nearby properties With one exception the Vendor can and will produce for inspection by the Purchaser stamped duplicates of these conveyances which will be retained by the Vendor on completion since they relate to other property remaining in his possession In the case where the Vendor is unable to produce a duplicate conveyance the Purchaser shall be satisfied with such evidence as the Vendor has as to the contents of the original conveyance.

19.

THE Purchaser shall on completion pay the charges of the Vendor's and his Settled Land Act Trustees' Solicitors according to Schedule 1 of the Solicitors Remuneration Order of 1933 as subsequently amended and the Statutory Rules and the charges of the Vendor's Surveyors amounting to One hundred and sixty six quineas.

20.

NOTHING herein contained shall prevent the exercise in respect of the property and the said rights of any power conferred or to be conferred upon the Purchaser by Statute Order in Council or otherwise

All
K y notes
abstracts

* The Vendor will in the conveyance to the Purchaser covenant that unless reasonably provided, and when so requested by the Purchaser he will arrange for Cuerden Lodge and the said three farms beyond to which the reservations and covenants relating to water supply mentioned in the Second and Third Schedules hereto refer to be connected to public water supplies whenever reasonably practicable and that when Cuerden Lodge and the said three farms beyond are so connected he will abandon the said reservations and release the Purchaser from the said covenants except those relating to Hawksclough.

see referat

(more
Hawksclough
plan)

21.

NOTWITHSTANDING the completion of the assurance of the property to the Purchaser or as he shall direct this Agreement shall remain in force with regard to anything remaining to be done performed or observed hereunder and not provided for in the said assurance

22.

IN this Agreement where the context admits the expressions "the Vendor" and "the Purchaser" includes beside the Vendor and the Purchaser the persons deriving title under them respectively

THE FIRST SCHEDULE above referred to

Description of the property agreed to be sold.

FIRST ALL THAT piece of land containing 40 1/4 acres or thereabouts situate in the Parishes of Cuerden and Clayton-le-Woods in the County of Lancaster and for the purpose of identification more particularly delineated on the plan marked "A" annexed hereto and thereon edged red TOGETHER WITH the Principal Mansion House known as Cuerden Hall erected thereon or on some part thereof and the outbuildings and appurtenances thereto belonging SECONDLY ALL that piece of land situate in the Parish of Cuerden aforesaid containing 2 roods 4 perches or thereabouts and for the purpose of identification more particularly delineated on the said plan marked "A" and thereon edged green TOGETHER WITH the sewage beds situate thereon or on some part thereof AND THIRDLY ALL THAT three inch main water supply pipe known as the Thirlmere Main running from Clayton Brook to Cuerden Hall the approximate position whereof is indicated as to part thereof marked "A" and as to the whole length thereof on the plan marked "B" annexed hereto on the said plan by green lines TOGETHER WITH six inches of the soil surrounding such pipe

Particulars of Rights and Easements to be granted.

The benefit of
(1) The rights to convey sewage from Cuerden Hall to the Sewage Beds situate on the property secondly hereinbefore described ^{and thereon} by means of pipelines laid under the adjoining property together with the rights to maintain and enlarge the same *reserved to the Vendor in his Deed of Conveyance of the adjoining property and dated 5th January 1929 and made between the Vendor of No. 1st Part and the Vendor Sir Edward Dalley Stanswick and John William Arthur Currie of No. 2nd Part and Sidney Wainwright and William Riley of No. 3rd Part and the latter dated 21st March 1929 and made between the Vendor of the 1st Part the Vendor and the said Sir Edward Dalley Stanswick and John William Arthur Currie of the 2nd Part and August George Finch Matthews Gilbertson Fox and John Bertram Knill of the 3rd Part.*

(2) The right to enter at all reasonable times in the day on the land through which the said Thirlmere Main passes for the purpose of inspecting maintaining renewing and improving the same

(3) The right to lay and maintain a new water main up to six inches in diameter across the properties described as Lots 48 48A 57 58 and 61 in the Particulars of the Vendor's Sale by Auction of the Agricultural Portions of the Cuerden Estate held at Preston on the 26th day of July 1950 and on the Plan Number 1 therein referred to for the purpose of identification only more particularly delineated and thereon numbered 48 48A 57 58 and 61 and coloured green yellow green yellow and pink respectively or some of them by the most convenient route

(4) The right to enter upon so much and such part of the adjoining property (being part of Ordnance Number 156) as may be necessary for the purpose of making a new roadway and doors south of the Lodge to the satisfaction of the Vendor or his Agent as an alternative means of access to and from the Public Highway for the adjoining owners and occupiers so as to

See Special Notice 23(F) Sale by Auction 7 July 1950

determine their existing right of way over the roadway coloured blue on the said plan annexed hereto as mentioned in the Third Schedule hereto

(5) A right of drainage (so far as the Vendor has power to grant the same) in common with others having the like right by means of the line of pipes stone culvert and open ditch under the said property described as Lot 48 in the Particulars of the Vendor's Sale by Auction of the Agricultural portions of the Guerden Estate held as aforesaid and on the Plan Number 1 therein referred to for the purposes of identification only more particularly delineated and thereon numbered 48 and coloured green the approximate positions of which said line of pipes stone culvert and open ditch is indicated by an interrupted red line on the said plan marked "A" hereto annexed

THE SECOND SCHEDULE above referred to

There shall be excepted and reserved unto the Vendor out of the Conveyance to the Purchaser as follows:-

(1) All main and other water supply pipes connected to and forming part of the Vendor's Guerden Estate Ram Water Supply System with six inches of soil surrounding such pipes on all sides the approximate positions whereof are indicated on the said plan marked "A" hereto annexed by violet lines and the two water storage tanks known as the Underground Tank and the Stable Tank the approximate positions whereof are indicated on the said plan and coloured brown and vermilion respectively and all stop-cocks meters and other accessories forming part of the said System and the right for the Vendor and his Successors in Title and his or their licensees at all times hereafter to enter on the property for the purpose of inspecting repairing maintaining renewing and improving the same and installing any new stop-cocks meters and other accessories which he or they may from time to time deem necessary for the efficient operation of the said system subject to the condition of making good or paying reasonable compensation for any damage occasioned in the exercise thereof

(2) The right to continuous support by land and (where necessary) buildings for the said Underground Tank and Stable Tank so as to enable them to be filled to capacity

(3) A right of way in common with all others having the like right for all purposes connected with the use and occupation of Galliers Cottage over and along the said roadway coloured blue on the said Plan to and from the Public Highway until the new roadway and doors mentioned in the First Schedule hereto shall have been constructed by the Purchaser.

THE THIRD SCHEDULE above referred to.
FIRST PART.

Particulars of existing reservations.

1. The property is sold subject to:-

(1) A right of way for all purposes connected with

*Part of Third Schedule
of Conveyance
to be in*

*Part 2 of
Third Schedule
Conveyance
to be in*

the use and occupation of the adjoining property on the South and South-West of the property hereby agreed to be sold (being the kitchen-gardens and farm buildings and the said property described as Lot 48 mentioned in the First Schedule hereto) over and along the said roadway coloured blue on the said plan hereto annexed to and from the Public Highway until the new roadway and doors mentioned in the First Schedule hereto shall have been constructed by the Purchaser.

(2) A right of way for all purposes connected with the use and occupation of the adjoining property on the North of the property hereby agreed to be sold (being Ordnance Numbers Part 137 138 and Part 142) over and along the roadway or track coloured Yellow on the said plan annexed hereto intersecting Wilbraham's Wood (Ordnance Numbers 155 and 143) to and from the Public Highway

2. The Rights and Easements mentioned in the First Schedule hereto are enjoyed subject to the condition of making good or paying reasonable compensation for any damage occasioned in the exercise thereof.

- SECOND PART. -

Covenants to be entered into by the Purchaser with the Vendor.

1. Forthwith to erect and thereafter to maintain suitable stockproof fences along the boundaries of the property indicated on the said plan annexed hereto by "T" marks facing inwards.

Subject to its own requirements first being met & release a
2. To supply water from the Thirlmere Main to the Vendor's said Underground Tank and Stable Tank in sufficient quantities to enable the Vendor and his Successors in Title to fulfil the Vendor's existing obligation to supply water to farms and other properties now or formerly forming part of the Vendor's Cuerden Estate when by reason of drought frost mechanical breakdown or otherwise he is unable to obtain sufficient quantities of water for this purpose from the said Ram Water Supply System the Vendor paying for water supplied under this covenant at the rate for the time being charged by the Chorley Rural District Council for water supplied through the Thirlmere Main.

3. To supply water from the Tower Tank to Cuerden Lodge and the said three farms beyond ~~and from the Thirlmere Main~~ *subject to failure, interruption or discontinuance of the Thirlmere Supply feeding into the said Tank caused by circumstances beyond the reasonable control of the Purchaser* ~~to lawfully~~ the Vendor paying for water so supplied at the rate aforesaid.

boundary of the property hereby agreed to be sold (see plan hereto)
4. To maintain that part of the service-pipe leading from the Tower Tank to Cuerden Lodge between the Tower Tank and the ~~main~~ the Vendor is to instal a meter in accordance with Clause 17 (d) hereof

AS WITNESS the hands of the parties hereto.

SIGNED by
on behalf of His Majesty's
Principal Secretary of State
for the War Department in
the presence of :-

Spinster.
War Office, London. S.W.1.
Civil Servant.

Jan 1952
as amended
17 July 1952
Page 3, Para 11
"and foot note"
crossed out

DATED _____ 195 .

Final Copy

CAPTAIN T. A. TATTON.

-and-

HIS MAJESTY'S PRINCIPAL SECRETARY
OF STATE FOR THE WAR DEPARTMENT.

C O P Y

A G R E E M E N T

for the purchase of Cuerden Hall
near Preston in the County of
Lancaster.