

April 1912

The Royal Free
Hospital

Re

Purchase from The Hon:
Mrs. Calthorpe and
Messrs. Holland & Hannen
& Cubitts Limited

Instructions
to settle draft contracts

W. Harold Burrows.

Quas

(See draft contracts settled by Mrs. Calthorpe
(1911))

10.10.12

Hyde Gandy & Mahon
33. Gylly Place
Holborn E.C.

The Royal Free Hospital

Re
Purchase from The Honble Mrs. Calthorpe
and Holland & Hannen and Cubitts Limited

Instructions

Herewith are sent:—

1. Copy draft contract for sale by the Honble Mrs. J. H. Calthorpe to The Royal Free Hospital
2. Copy draft contract for sale by G. R. Holland Esq^r to The Royal Free Hospital.
3. Copy letters from Messrs. Walters & Co to the Royal Free Hospital
4. ^{dated 27th March 1912} Copy charter of The Royal Free Hospital

The Royal Free Hospital agreed to purchase from the Honble Mrs. Calthorpe for £10,000 the fee simple of the property edged red on the plan attached to the copy draft contract with Mrs. Calthorpe. This property is leased to Messrs. Holland & Hannen & Cubitts Limited.

The Hospital has also agreed to purchase from Holland & Hannen & Cubitts Ltd their leasehold interest in the same piece of ground for £2,000 and to pay a further £1,000 to them towards the cost of removing their plant &c. When Cubitts have removed their temporary buildings the site edged with red on the plan will be absolutely vacant except for the sheds in the South corner.

Messrs. Wetherall & Green have been representing the Hospital in the negotiations with the Freeholders.

Counsel is first of all referred to the Contract for the purchase of the fee, on which we would make the following observations.

Clause 1— Messrs. Wetherall & Green say that the only right or easement affecting the property is the ancient lights of the windows N^o 11 Cubitt

Street on the South East corner of the plan. These windows are in the wall where the figures 35'5" appear on the plan.

The proportion to be paid by the Hospital for keeping Takenham Street in repair should be proportionate to the frontage which is 15 feet - The proportion should be fixed by Agreement, or, failing that, by reference to Arbitration, and not by the Vendor's Surveyor.

The exception of right of drainage should be struck out. Messrs Netticall Green are not aware of any existing watercourses and nothing has been said about them in the negotiations.

The final exception as to rights of light is not objected to, unless Counsel sees any objection. Messrs Netticall Green say that there are not any lights affecting the property, except those in 11 Enbit Street.

Clause 2. Counsel will please consider this Clause in conjunction with the Agreement with Messrs Enbitts and Messrs Walters & Co's letter -

We think that the Vendor should not require the execution of the deed mentioned in Clause 2 but that the property should be freed from liability for rent if possible.

Clause 3. (a) is passed by the Hospital.

Nothing was said during negotiations which would warrant the insertion of (b), which should therefore be struck out.

As to (c). The Hospital should have more than a month to erect the boundary walls, and should also have liberty to erect a wooden fence if desired. We might here mention that the Hospital have not yet decided as to what buildings will be erected on the site, and might possibly desire to have the wall of ~~the~~ building, without windows in it, on the edge of the property.

(d) is correct.

Clause 4 is most objectionable. Nothing was said during the negotiations to justify the inclusion of this clause, which must therefore be struck out.

Clause 5 Counsel will consider. It strikes us as being misconceived.

Clause 6. It is unlikely that the Hospital will be prepared to start building ~~even~~ by the 27th June, as no plans have yet been got out. It might be well to defer the date of completion till the 29th September with liberty to the Hospital to complete at any time earlier after the 27th June.

The provision for payment of interest on the purchase money at 5% should be struck out and
A provision should be added enabling the Hospital to put the purchase

money on deposit in the joint names allowing the Vendor to take the interest earned while on deposit.

The consideration of the remaining clauses we leave to Counsel without further comment, except to remark that the Board of the Hospital strongly object to clause 12.

We next refer to the contract with Messrs. Lubbock.

The plan on this contract will be similar to the plan on the other contract.

Clauses 1 and 2 seem to be correct except that no deposit should be paid

Clause 3 should be altered to agree with clause 3(c) of the other contract

Clause 4. It will be convenient to get possession on the 24th June for the purpose of leveling the ground &c, &c.

Clause 5. The rate of interest should be reduced and ~~the~~ interest should ^{only} be payable if completion is delayed by the purchaser.

The rest of the contract we leave for the consideration of Counsel.

We understand that the putting shed and green house shown on the plan are in the tenancy of the Borough Council; but we have not particulars of this tenancy.

We have not yet inspected the lease to Messrs. Lubbock.

The green ink additions of measurements to the plan have been made by ourselves on the instructions of Messrs. Wettersall & Green. It might be well therefore to revise the contract for the purchase of the freehold in green ink.

Counsel's attention is drawn to Clause 1 of The Charter of Stratford-on-Avon (Page 9 of copy book)

Counsel is requested to revise the accompanying contracts on behalf of the Royal Free Hospital.

3rd April 1912.