|  |  |  |  |
| --- | --- | --- | --- |
| **Testo di partenza\***  **\*Non tradurre il testo evidenziato in giallo** | **Testo tradotto dal candidato** | **Spazio a disposizione del correttore** | **Punteggi** |
| THE CAERNARFON COUNTY COURT **No. of Matter CXXX**  **IN THE CAERNARFON COUNTY COURT**  B E T W E E N :-  **XX**  *Applicant*  -and-  **YY**  *Respondent*  **CONSENT ORDER** |  |  |  |
| Before [Deputy] District Judge A. Smith sitting at the Caernarfon County Court, Llanberis Road, Caernarfon, Gwynedd, on the 23rd day of 2011. **UPON** reading the application signed by the parties. **AND UPON** the Applicant and Respondent agreeing that the terms of this Order are accepted in full and final satisfaction of all claims for income, capital and pension sharing orders which either may be entitled to bring against the other in any jurisdiction howsoever arising. **AND UPON** the Applicant and Respondent agreeing that the contents of the former matrimonial home known as AAA, shall remain the absolute property of the party in whose possession they now are. |  |  |  |
| **AND UPON** the Applicant and Respondent agreeing that the property, AAA, is currently being rented out and the rental income will be paid to the Respondent until she receives her state pension in 2015. **AND UPON** the Applicant and Respondent agreeing that the Respondent will revoke a £XX charge on the property known as AAA. **AND UPON** the Applicant undertaking to the court and agreeing to indemnify the Respondent against the mortgage payments with XX Building Society on the property known as AAA and promptly to discharge any such liability. **AND UPON** the Applicant undertaking to the court and agreeing to indemnify the Respondent against the mortgage payments with BANK on the property known as BBB and promptly to discharge any such liability. |  |  |  |
| **AND UPON** the Applicant undertaking to the court and agreeing to use his best endeavours to procure the release of the Respondent on or before completion of the transfer provided for by clause 1 below from any liability under the mortgage secured upon AAA in favour of XX Building Society and in any event to indemnify the Respondent against all such liability. **AND UPON** the Applicant and Respondent agreeing that neither of them has any legal or equitable interest in the property or assets owned by the other except as provided for in this order. |  |  |  |
| **BY CONSENT [WITH EFFECT FROM DECREE ABSOLUTE] IT IS ORDERED THAT:**  1.By the [date] the Respondent shall transfer to the Applicant of all her legal estate and beneficial interest with full title guarantee in the freehold property known as AAA subject to the mortgage[s] secured thereon in favour of XX Building Society. 2. The property, BBB, be sold forthwith on the open market and the following consequential provisions shall apply: a) the said property shall be sold for such price as may be agreed between the parties or in default of such agreement as determined by the court; b) both parties shall have the conduct of the sale; c) the Applicant’s solicitors shall have the conduct of the conveyancing work relating to the sale; d) the said property shall be offered for sale by such estate agents as may be agreed between the parties or in default of such agreement as nominated by the court; e) the proceeds of sale of the said property shall be applied as follows: 1. to discharge the mortgage secured thereon in favour of BANK; 2. in payment of the Applicant’s solicitors’ conveyancing costs and disbursements in connection with the sale; 3. in payment of the charges of the estate agents; 4. in payment of any capital gains tax payable upon the sale; if appropriate; 5. in payment of the balance to the Applicant. […] |  |  |  |