

# THE CONDITIONS OF SALE.

STATUTE  
MEASURE.

A. R. P.  
0 0 33

1.—THE Vendor reserves to himself the liberty of offering the Premises for Sale either in one Lot or in the several Lots specified in the above Particulars, or otherwise, or of offering for Sale any two or more of such Lots together, and after having tried any of the aforesaid methods of Sale, of offering the Premises for Sale according to any other of the said methods as they may think proper, and in every case each bidder must abide by his bidding, and the highest bidder, according to the method of Sale ultimately adopted, in any case shall be the purchaser, the Vendor fixing a reserved price and reserving the right to bid up to such reserve price by himself or his agent.

2.—NO Person is to advance at each bidding less than £5 or other sum fixed by the Auctioneer at the time of Sale, or retract a bidding, and if any dispute arise the Property is to be put up again at the last undisputed bidding or the Auctioneer may determine the dispute.

3.—THE Purchaser is at the close of the Sale to him to pay down a deposit of £10 per cent. on the amount of his purchase money, and to sign an agreement (at the joint expense of Vendor and Purchaser in the form subjoined to these Conditions for the completion of his purchase according to these Conditions, and to pay the remainder of the purchase money on the 11th day of October next at the Offices in Selby of Messrs. WEDDALL, PARKER, and PARKER, the Solicitors of the Vendor, at which time and place the purchase is to be completed, and the Purchaser paying his purchase money is as from that day to be let into possession or receipt of the rents and profits, and up to that day all rents, rates, taxes, and outgoings are (if necessary) to be apportioned by the Auctioneer and paid to the Vendor on completion; and if from any cause whatever, other than wilful default on the part of the Vendor, the completion of the purchase is delayed beyond the before-mentioned day the remainder of the purchase money is to bear interest at the rate of £5 per cent. per annum from that day to the day of actual payment thereof.

4.—THE Purchaser is within fourteen days after the delivery of his Abstract to send to the said Solicitors of the Vendor a statement in writing of all the objections to and requisitions (if any) as to the Title or evidence of Title or the Abstract, and subject thereto the Title is to be deemed accepted, and all objections and requisitions are to be replied to in writing within seven days after the delivery thereof, and if not so replied to are to be considered satisfactory and time is to be deemed in all respects as the essence of this Condition. If the Purchaser should take any objection or make any requisition which the Vendor is unable or unwilling to remove or comply with, and should not withdraw the same after being required so to do, the Vendor may by notice in writing delivered to the Purchaser or his Solicitors and notwithstanding any intermediate negotiation rescind the Contract for Sale, and the Vendor is within one week after such notice to repay to the Purchaser his deposit money, which is to be accepted by him in satisfaction of all claims on any account whatever, and the Purchaser is to return forthwith all abstracts and papers in his possession belonging to the Vendor.

5.—THE Abstract of Title to the respective Lots shall commence as follows:—As to Lots 1, 2, and 3, with an Indenture dated the 27th day of August, 1873, and made between Thomas Goulburne Parker of the first part, Edward Parker, eldest son of the said Thomas Goulburne Parker, of the second part, Robert John Parker of the third part, and the said Edward Parker of the fourth part. As to Lot 4, with the admission of Edward Parker, dated the 23rd day of October, 1880. As to Lot 5 and 7, and part of Lot 12, with an Indenture dated the 8th day of July, 1870, and made between Thomas Motley Weddall and Robert John Parker of the first part, Edward Every Clayton of the second part, and the said Thomas Goulburne Parker of the third part. As to Lot 6, with an Indenture dated the 16th day of September, 1870, and made between the said Thomas Motley Weddall and Robert John Parker of the one part, and the said Thomas Goulburne Parker of the other part. As to Lots 8, 9, 10, 11, part of Lot 12,—13, 14, 15, 16, 17, 18, 19, and 20, with an Indenture dated the 19th day of September, 1868, and made between the said Thomas Goulburne Parker of the first part, Edward Parker of the second part, Thomas Mason Johnson of the third part, and Robert John Parker of the fourth part. And as to Lot 21, with an Indenture dated the 1st July, 1871, and made between Thomas Goulburne Parker of the one part, and Benjamin Hey of the other part, and an admission in the Manor of Colne, on the 25th July, 1871, thereupon, and it shall be presumed that the said premises were part of the Copyhold hereditaments therein referred to without further proof.

6.—NO further evidence is to be required of the identity of the Property described in the above particulars with the Property to which title is shown by the abstract besides such evidence (if any) as may be gathered from the description in the documents abstracted, and a statutory declaration (to be made and obtained at the expense of the Purchaser requiring the same) that the purchased Property has been held consistently with the title shewn during the last twelve years.

7.—THE Property is believed and shall be taken to be correctly described in every respect in the above particulars, and is sold subject to all incidents of tenure and such rights of way, light, water, drainage, and other easements, if any, and to all public and other outgoings, and to the existing tenancies and tenant rights affecting the same; and the Purchaser shall be taken to have had notice thereof and of the state of the premises, though not expressly mentioned, and any incorrect statement, error, or omission found in the Particulars or Conditions of Sale is not to annul the Sale nor entitle the Purchaser to be discharged from his purchase, nor is the Vendor or Purchaser to claim or be allowed any compensation in respect thereof.

8.—EACH Purchaser is, in addition to the amount of his bidding at the Sale, to pay the value of all Timber, timber-like Trees, Tellers, and Pollards, if any, belonging to the Vendor on the Property purchased by him down to one shilling per stick inclusive, the amount thereof to be ascertained by a Valuation to be made in manner following, that is to say, each party (Vendor and Purchaser) or their respective Solicitors shall, within one month after the Sale, appoint by writing one Valuer, and give notice in writing to the other party of such appointment, and the Valuers so appointed are to make such Valuation, but before they commence their duty they are to appoint an Umpire by writing, and the decision of such Valuers, if they agree, or of such Umpire, if they disagree, is to be final, and in case the Purchaser shall neglect or refuse to appoint a Valuer and give notice thereof in manner and within the time above specified the Valuation is to be made by the Valuer appointed by the Vendor alone, and his Valuation shall be final, and the amount of such Valuation shall be deemed to be included in the term "Purchase Money." within the meaning of the foregoing Conditions so far as they relate to such Property.

9.—THE Conveyance, Surrender, or other Assurance to the Purchaser is to be prepared by him at his own expense, and the draft thereof is to be left at the Offices of the Solicitors of the Vendor before the 7th day of September next, for perusal and approval on behalf of the Vendor and the engrossment of such Conveyance, Surrender, or other Assurance is to be delivered before the 5th day of October next, at the Office of such Solicitor for examination by the Vendor. In case the Property is Copyhold, the Purchaser shall bear the expence of passing and presenting the Surrender thereof to him.

Box, Coach  
and containing

Crabtree,

Tap Room

Copyhold

many of

Vendor, must

er easements

Lancaster,

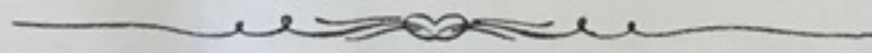


The whole of the Lots are Freehold, except Lots 4 and 21, which are Copyhold of the Manor of Colne.

The Land is of good quality, and in a high state of cultivation, and many of the Lots are most valuable for Building Sites.



## GENERAL REMARKS.



ALL Timber, timber-like Trees, Tellers, and Pollards, down to one shilling per stick inclusive, belonging to the Vendor, must be taken at a Valuation, as stipulated in the Conditions of Sale.

THE Sale will be subject to all tenancies, and to all rights of way, and of passage of soil and water, and to all other easements (if any) affecting the property, and without any obligation on the part of the Vendor to define the same or any of them,

ALL such of the premises as are Copyhold or Customary Tenure are held of the Manor of Colne, in the County of Lancaster, and the Purchaser shall be deemed to buy with full notice of the customs of that Manor.





COLNE, BARROWFORD, and  
FOULRIDGE, Lancashire.

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Particulars and Conditions of Sale

OF

**VALUABLE FARMS,**

CLOSES OF LAND,

AND

**BUILDING SITES,**

WITH

**Public House called 'The Parkers' Arms,'**

At COLNE and FOULRIDGE, in the Township  
of COLNE,

WHICH WILL BE

SOLD BY AUCTION,

BY

**MR. M. WATSON,**

(7, Hargreave Street, Burnley, Lancashire)

AT

**MRS. ELLISON'S, THE CROWN HOTEL,**

**COLNE,**

ON

Wednesday, the 31st day of July, 1889,

At Three o'clock precisely.

# IN THE TOWNSHIP OF FOULRIDGE.

LOT 1.

## GREENSHAW.

Coloured Blue on Plan. In the occupation of Elizabeth Parkin.

No. ON PLAN.	NAME OF FIELD.	STATE OF CULTIVATION.	STATUTE MEASURE.		
			A.	R.	P.
1	House and Barn .. .. .	..	0	0	30
2	Low Meadow .. .. .	Meadow	2	3	16
3	Back Croft .. .. .	Meadow	0	1	35
4	Low Meadow .. .. .	Meadow	1	0	0
5	Top Meadow .. .. .	Meadow	1	1	20
6	Low Pasture .. .. .	Pasture	1	1	18
7	Middle Pasture .. .. .	Pasture	1	0	12
8	Do. do. .. .. .	Pasture	1	1	30
9	Middle Field .. .. .	Pasture	0	0	39
10	Top Field .. .. .	Pasture	1	0	9
11	Top Pasture .. .. .	Pasture	2	2	24
			413	2	33

LOT 2.

## BALL HOUSE.

Coloured Green on Plan. In the occupation of Christopher Clitheroe.

No. ON PLAN.	NAME OF FIELD.	STATE OF CULTIVATION.	STATUTE MEASURE.		
			A.	R.	P.
1	House and Garden .. .. .	..	0	0	10
2	Barn and Shippon .. .. .	..	0	0	8
3	High Bull Copy and Out Bull Copy .. .. .	Pasture	13	3	12
4	Bull Copy .. .. .	Pasture	6	2	12
5	Little Bull Copy .. .. .	Pasture	3	2	34
6	Croft .. .. .	Pasture	0	3	15
7	Pasture .. .. .	Pasture	4	1	0
8	Far House Field .. .. .	Pasture	3	3	15
9	Near House Field .. .. .	Pasture	4	0	30
10	House Field .. .. .	Pasture	3	3	14
11	Sand Hole Hill and Big Meadow .. .. .	Meadow	10	0	5
12	Carr Field .. .. .	Pasture	4	1	19
13	Carr Meadow .. .. .	Meadow	1	3	39
			457	2	13

LOT 3.

PART OF BALL HOUSE.

Coloured Red on Plan. In the occupation of Christopher Clitheroe.

No. ON PLAN.	NAME OF FIELD.	STATE OF CULTIVATION.	STATUTE MEASURE.		
			A.	R.	P.
14	Long Meadow .. .. .	Meadow	1	2	1
15	Butts Meadow .. .. .	Meadow	4	0	23
			<hr/>		
			45	2	24

IN THE TOWNSHIP OF BARROWFORD.

LOT 4.

STONE EDGE.

Coloured Green on the Plan. In the occupation of James Holden.

No. ON PLAN.	NAME OF FIELD.	STATE OF CULTIVATION.	STATUTE MEASURE.		
			A.	R.	P.
1	Back Field .. .. .	Pasture	3	1	20
2	Back Meadow .. .. .	Meadow	1	2	15
3	Little Field .. .. .	Pasture	0	1	25
4	Soap Field .. .. .	Pasture	5	0	11