# THE CONDITIONS OF SALE.

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

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

3.—THE Purchaser is at the close of the Sale to him to pay down a leposit of £10 per cent. on the amount of his purchase ion of his purchase according to the second vendor as here a leposit of £10 per cent. The subjoint the second to the second tot to the second tot t money, and to sign an agreement (at the joint expense of Vendor and Parchet of £10 per cent. on the amount of new f for the completion of his purchase according to these Conditions, and to reache the form subjoined to these Conditions for the October next at the Offices in Selby of Marchet Marchet Conditions, and to reache the purchase money on the 11th day of 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, PARKED October next at the Offices in Selby of Messrs. WEDDALL, PARKER, and JARKER, the Solicitors of the Vendor, at which time and place the purchase is to be completed, and the Purchaser particular and JARKER, the Solicitors of the Vendor, at which time or receipt of the rents and profite and the Purchaser particular particular and JARKER, the Solicitors of the Vendor, at which time stime of the rents and profite and the Purchaser particular particular and JARKER, the Solicitors of the Vendor, at which time stime of the rents and profite and the Purchaser particular part 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 not 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 free 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 hard cause whatever, other than wilful default on the purchase money is to Vendor, the completion of the purchase is delayed beyond the before-merioned day the remainder of the purchase money is to bear interest at the rate of £5 per cent. per annum from that d bear interest at the rate of £5 per cent. per annum from that day to the day d actual payment thereof.

4.—THE Purchaser is within fourteen days after the delivery of his ibstract to send to the said Solicitors of the Vendor a nt in writing of all the objections to and requisition (it) 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 (if any) as to the Title or evidence of Title or writing within seven days after thereto the Title is to be deemed accepted, and all objections (if any) as to the Title or evidence of Title or in writing within seven days after the delivery thereof, and if not so replied to are to be considered 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 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 remove or comply with, and should not withdraw the same after being requisition which the Vendor may by notice in writing delivered to the Purchaser or his Solicitors and notwith the line 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 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,

ose Box, Coach and containing

STATUTE MEASURE.

A. R. P.

0 0 33

athan Crabtree,

ur, Tap Room

Copyhold

many of

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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 6.—NO further evidence is to be required of the vidence (if any) as may be gathered from the description in 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 which title is shown by the abstract besides such evidence (in the expense of the Purchaser requiring the documents abstracted, and a statutory declaration (to be made and obtained at the expense of the Purchaser requiring the same) that the

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

ne Vendor or Purchaser to claim or be anowed any 8.—EACH Purchaser is, in addition to the amount of his bidding at the Sale, to pay the value of all Timber, timber-like belonging to the Vendor on the Property Purchased by him down to one shill; 8.—EACH Purchaser is, in addition to the amount of his blause Trees, Tellers, and Pollards, if any, belonging to the Vendor on the Property purchased by him down to one shilling per stick the after the Sale, appoint 1 8.—EACH Purchaser is, in addition to the Vendor on the Introduced by him down to one shilling per slike Trees, Tellers, and Pollards, if any, belonging to the Vendor to be made in manner following, that is to say, each party like inclusive, the amount thereof to be ascertained by a Valuation to be month after the Sale, appoint by writing one Valuer, and it is to say in the vendor of the set of Trees, Tellers, and Pollards, if any, belonging to the inclusive, the amount thereof to be ascertained by a Valuation to be made and sale, appoint by writing one Valuer, and party (Vendor and Purchaser) or their respective Solicitors shall, within one month after the Sale, appointed are to make such Valuer, and give notice and the decision of such Value. inclusive, the amount thereof to be ascertained by a function of a proving appoint by writing one Valuer, and party (Vendor and Purchaser) or their respective Solicitors shall, within one month and so spointed are to make such Valuer, and give notice in writing to the other party of such appointment, and the Valuers so spointed are to make such Valuer, and give notice in writing to the other party of such appoint an Umpire by writing, and the decision of such Valuers, if they agree, or of such before they and Purchaser) or their respective Solicitors shall, when in writing to the other party of such appointment, and the Valuers solution of such Valuers, if they agree, or of such 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 before they he made by the Valuer appoint a Valuer and give notice the provide the be made by the Valuer appoint at Valuer and give notice the valuer. in writing to the other party of such appointment, and the writing, and the writing of such Valuers, if they agree, or of such Umpire, commence their duty they are to appoint an Umpire by writing, and the valuer of refuse to appoint a Valuer, if they agree, or of such Umpire, if they disagree, is to be final, and in case the Purchaser shall neglect or refuse to be included in the valuer appointed by the Vendor alone. in writing to the other party. commence their duty they are to appoint an Umpire by writing, if they disagree, is to be final, and in case the Purchaser shall neglect <sup>or</sup> the Valuer appointed by the Valuer and give notice thereof in manner and within the time above specified the Valuation shall be deemed to be included in the term "Purchase Monor". commence their duty they are used. if they disagree, is to be final, and in case the Purchaser share manner and within the time above specified the Valuation is to be made of the beincluded in the term "Purchase Money," within Valuation shall be final, and the amount of such Valuation shall be deemed to such Property.

n shall be final, and the amount of such ning of the foregoing Conditions so far as they relate to such 9.—THE Conveyance, Surrender, or other Assurance to the <sup>Purchaser</sup> is to be prepared by him at his own expense, and by the Vender before the 7th day of September next, for power, and 9.—THE Conveyance, Surrender, or other Assurance to the Vender before the 7th day of September next, for perusal, and the draft thereof is to be left at the Offices of the engrossment of such Convergence, by the Vendor. In case the Section is to be delivered to the formula thereof to the the delivered to the formula thereof to the formula the formula thereof to the formula thereof to the formula thereof to the formula there is to be delivered to the formula there is to be delivered to the formula the formula there is to be delivered to the formula the formula the formula there is to be delivered to the formula the formula there is to be delivered to the formula there is to be delivered to the formula the formula there is to be delivered to the formula there is to be delivered to the formula th 9.—THE Conveyance, Surrender, or other Assurance to the Vender of the Vender of September next, for perusal and the draft thereof is to be left at the Offices of the Solicitor for examination by the Vendor. In case the Property is Convendent and the Surrender the Surrender to him. 9.—THE Conveyance, Surrender, of the Solicitors of the solicitor for examination by the vendor. In case the property is Copyhold, the solicitor for property is copyhold, the solicitor for the solicitor for the surrender to him.

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r easements

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Lancaster,

10.-THE Vendor is to retain all Documents relating to any Property not comprised in this Sale, and to give, at the cost of 10.—THE Vendor is to retain all Documents of the right of the Purchaser to production of documents so retained and any Purchaser requiring it, a Statutory acknowledge of Title in the Vendor's possession and here a documents so retained and any Purchaser requiring it, a Statutory acknowled of Title in the Vendor's possession, as relate to more than one Lot, shall be to delivered to the Purchaser of the largest Lot in value of the Lots to which the same relate, if all such Lots shall be sold, but otherdelivered to the Purchaser of the largest Lot in The Purchaser to whom such Documents shall be delivered shall give the Purchaser of the wise shall be retained by the Vendor. The Purchaser to whom such Documents shall be delivered shall give the Purchaser of the wise shall be retained by the Vendor. The reduction thereof, and to delivery of copies thereof, and such acknowledgment of his right to production thereof, and to delivery of copies thereof, and such acknowledgment and other Lot an acknowledgment of his right to provide of, the person to whom it is given, and shall be perused by or on behalf of the person giving the same at his own expense.

11.-LASTLY, if the Purchaser shall neglector fail to comply with any of the above Conditions his Deposit Money is to be 11.-LASTLY, if the Purchaser shall be the premises without previously tendering a Conveyance to the forfeited to the Vendor, who may, with or without natice, re-sell the Premises without previously tendering a Conveyance to the defaulter at this Sale, and any re-sale may be made by auction or by private contract at such time subject to such Conditions and in such manner generally as the Vendor may think proper, and if thereby the Vendor should incur a loss by reason of diminution in price or expenses incurred, or both, the Purchaserat this Sale is to pay to the Vendor the amount of such loss as liquidated damages, and on any such re-sale by auction the Prmises may be bought in and all expenses consequent on an unsuccessful attempt to re-sell are to be forthwith paid to the Verlor by the defaulter at this Sale.

Itemorandum. At the Sale by Auction, made this day, of the Property comprised in the above Particulars of Sale

#### was the highest

bidder for, and was declared the Purchaser of, Lot price of

described in the above Particulars of Sale, at the

and the said

Messrs. Weddall, Parker, & Parker, Solicitors, Selby, as Agents for and on behalf of

#### the sum of

by way of deposit and in part payment of the purchase money, and he hereby agrees to complete the Purchase according to the above Conditions, and the said Messrs. Weddall, Parker, & Parker, as the Vendor's Agents, hereby confirm the said Sale and acknowledge the receipt of the said Deposit.

#### For the Vendors.

Purchaser.

				u.
Purchase Money	7	:	:	
Deposit Paid		:	:	
Balance	£	:	:	
		Statement of the statem	and the second s	

£

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.

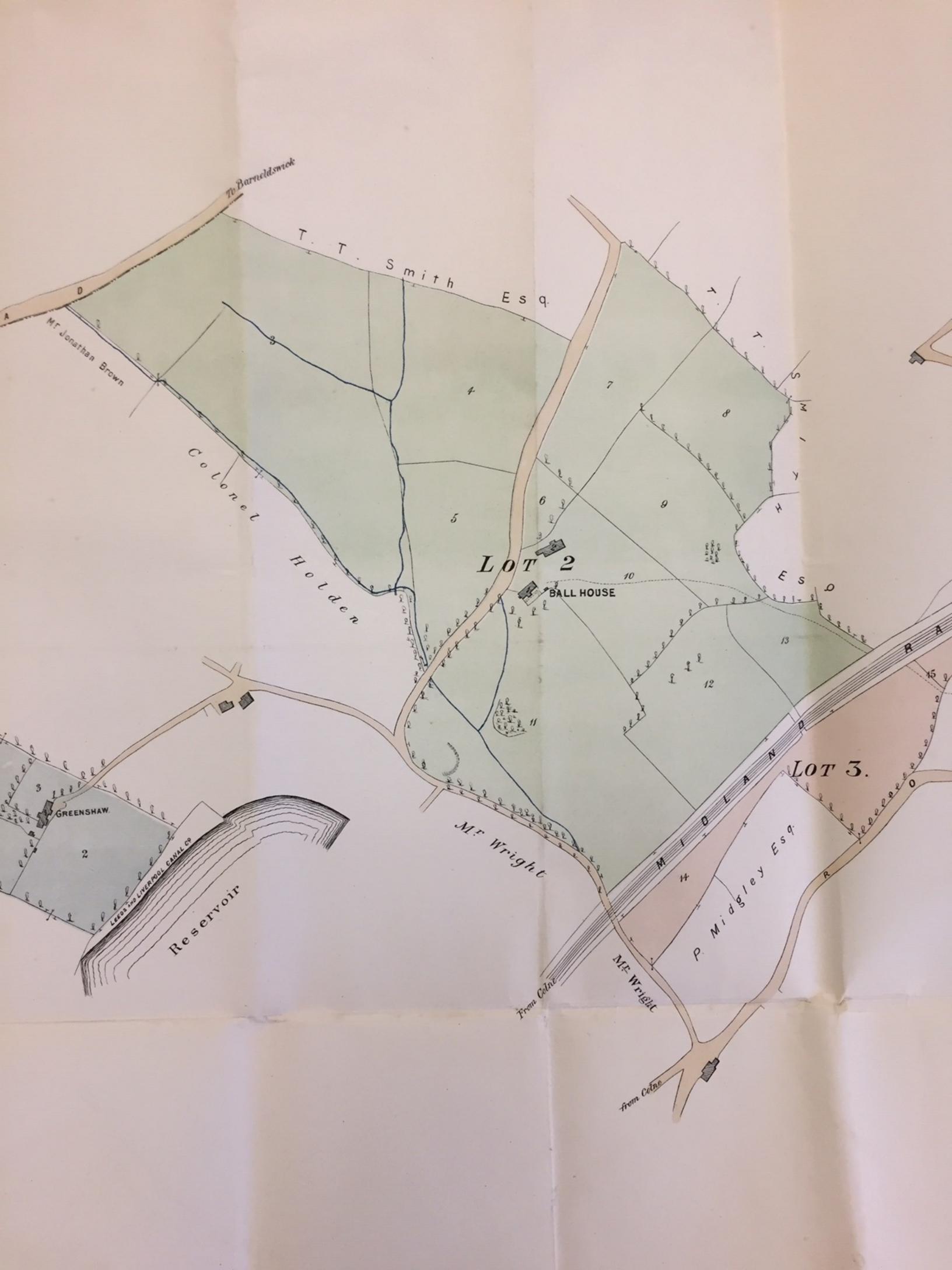
### GENERAL REMARKS.

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 ALL such of the premises as are Copyhold or Customary Tenure are held of the Manor of Colne, in the County of Lancaster,

(if any) affecting the property, and without any obligation on the part of the Vendor to define the same or any of them, and the Purchaser shall be deemed to buy with full notice of the customs of that Manor.





COLNE. BARROWFORD, and FOULRIDGE, Lancashire.

Particulars and Conditions of Sale

# VALUABLE FARMS,

CLOSES OF LAND,

# BUILDING SITES,

AND

Public House called' The Parkers' Arms,'

WITH

At COLNE and FOULRIDGE, in the Township of COLNE,

WHICH WILL BE

#### SOLD BY AUCTION,

## MR. M. WATSON.

(7, Hargreave Street, Burnley, Lancashire)

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

#### COLNE,

ON

Wednesday, the 31st day of July, 1889,

At Three o'clock precisely.

W. B. BELLERBY, PRINTER, &C., SELEY.

# IN THE TOWNSHIP OF FOULRIDGE.

# GREENSBAW.

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

No. ON PLAN.		 NAME	OF FIELD.		-		STATE OF CULTIVATION.		ATUTE SASURE.	
1	House and Barn	 ••	••		-			A. 0	R, P. 0 30	
2	Low Meadow	 		••			Meadow	2	3 16	
s <sup>.</sup>	Back Croft	 ••		••			Meadow	. 0	1 35	
4	Low Meadow	 	••				Meadow	. 1	0 (	0
5	Top Meadow	 					Meadow	1	1 20	0
6	Low Pasture	 •• ••		•.			Pasture	1	1 18	8
7	Middle Pasture	 	• • •				Pasture	ı	0 12	2
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	

A13 2 33

#### BALL HOUSE.

LOT 2.

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

No. on Plan.	TUTTO	NAME OF FIELD.						STATE OF CULTIVATION.				
1	House and Garden								<u>А</u> . ()	п. 0	Р. 10	
2	Barn and Shippon					••			0	0	8	
3	High Bull Copy and	Out Bull	Сору					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					••		Meadow	10	0		
12	Carr Field		w			••		Pasture	4			
13	Carr Meadow		••			•• •		Meadow	1	1	19 39	

A57 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.				
14	Long Meadow	 		 	21.	Meadow	A. 1	п. 2	Р. 1
15	Butts Meadow	 		 		Meadow	4	0	23
					-				
		•					A 5	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.		TATUTE EASURE.
1	Back Field							Pasture	A.	R. P.
2	Back Meadow		'						3	1 20
3	Little Field							Meadow	1	2 15
4	Soap Field			*	••	••	••	Pasture	0	1 25
-	soap Field	••			••			Pasture	-	