

Samuel Smith - 1849

LOT
AND
PARTICULARS

CONDITIONS OF SALE

OF AN
RESERVE

To
Shelving

THE PROPERTY OF

Mr. W. White

Memorandum. That Edward Fisher

was the highest Bidder for and Purchaser by private Contract of the Estate mentioned as referred to in the foregoing Particulars and Conditions of Sale, at the Sum of the hundred and twenty pounds. As per the above specified Particulars and Conditions, and he paid the Sum of five ten pounds

as a Deposit. And it is hereby agreed that the Purchase shall be completed according to the said Conditions.

Dated this twentieth day of May 1849

L. S. D

Purchase-Money, 100 00

Deposit, 15 00

Remainder unpaid, £ 111 00 Edward Fisher

Witness,

Wm. W. Weston agent

EDWARDS, *W. W.*
Solicitor.

LOT

PARTICULARS of a Copyhold Estate, in
Spalding in the County of *Lincoln* advertised to
 be sold by Auction, at the ~~_____~~ Inn, in

this ~~_____~~ Day of ~~_____~~ 184 ~~_____~~

*all that Blacksmiths Shop Shop
 Shed and Coal yard Situate near the
 Albert Bridge in Spalding aforesaid
 in the occupation of Edward Fisher*

CONDITIONS OF SALE.

1. The highest Bidder shall be the Purchaser; one Bidding being reserved on the Part of the Vendor ; and no Person shall advance less at a Bidding than a Sum to be previously declared by the Auctioneer, or to retract his Bidding.
2. The Purchaser shall immediately pay to the Vendors Agent a Deposit of Ten Pounds per Centum upon the Purchase-money, and sign an Agreement, to be prepared at the equal charge of the Vendor and Purchaser, for Payment of the Remainder of the Purchase-money to the Vendor , at Messrs. Edwards' Office in Spalding, on the *sixth* Day of *July* next: and if from any cause the settlement be delayed beyond that day, the Purchaser shall thenceforward pay interest on the Sum unpaid, at the rate of *Five* per Centum per Annum, nevertheless without prejudice to the right of re-sale hereinafter reserved. ~~The Purchaser shall also Pay the Auction Duty.~~
3. The Vendor shall deduce a good Title to the Estate, and deliver an abstract thereof to the Purchaser; but shall not be required, except at the expence of the Purchaser, to procure the Assignment or Surrender of any satisfied Term or Terms of Years, or to deduce or establish a Title to any such Term or Terms since the same became satisfied. And where any Deed or Will, or any fact shall be

recited in any deed, dated *twenty* years ago or upwards, the Vendor shall not be required to produce or give Evidence of the same, or to identify the ancient with the modern description of the Land.

4. Upon Payment of the Remainder of the said Purchase-money, at the Time and Place above-mentioned, the Vendor shall convey *or Surrender* the Estate to the Purchaser; the Conveyance *or Surrender* being prepared by and at the Expence of the Purchaser, who shall thenceforth be entitled to the actual Possession or Perception of Rent of the Premises. And the Vendor shall clear all Outgoings to that Time. ~~The Vendor being Trustees for Sale, shall covenant only against incumbrances.~~
5. The Title Deeds in the Vendors possession shall be produced for examination by the Purchaser at the Office of the Vendors Solicitors, but the production of any ~~other Deeds for such purpose shall be at the Purchaser's expence.~~ *and documents and the examination of the Abstract with joint Deeds*
6. If the Title Deeds of this Estate belong also to other Estates of which any Part shall be retained by the Vendor, in such Case the Vendor shall retain the Possession of the said Deeds; but if the whole of the said Estate be sold, then the Person having or acquiring the greater Part in Value shall have the Possession of the Deeds; and in either of such Cases, the Person entitled to the Possession of the Deeds shall covenant with the Purchaser of the above described Estate for the Production thereof, such Covenant being prepared at the Expence of the party requiring it. The Purchaser shall bear the Costs of any attested or other Copies of Deeds *or other Documents* which he may require.
7. Error in the Description of the Estate shall not annul the Sale, but a Compensation as the Case may require, shall be made by either Party to the other for any difference; but the quantity of Land as stated shall be deemed correct.
8. The Estate is sold subject to tithes or rent charge, or compensation in lieu thereof, land tax, quit rents, and drainage rates, if any, and to such rights of road as now legally exist.
9. The Purchaser shall pay the outgoing Tenant for seed corn sown, and fallows, and tillage according to the custom of the Country. And shall pay the Vendor for the Timber according to the valuation of two Referees, mutually chosen, or their Umpire.

10. If the Purchaser neglect or fail to comply with the above Conditions, his or her Deposit-money shall be forfeited to the Vendor , who shall then be at full Liberty to re-sell the Estate, either by public Auction or private Contract, and the Loss or Deficiency (if any) upon such second Sale, and all Expences attending or occasioned by the same, shall immediately after the same Sale be made good to the Vendor by the Defaulter at this present Sale; and in Case of non-payment thereof, the whole shall be recoverable by the Vendor as and for liquidated Damages; and it shall not be necessary to previously tender a Conveyance to the Purchaser.