

LOT 2
PARTICULARS

AND
CONDITIONS OF SALE

OF AN
ESSEX

The Spalding

THE PROPERTY OF

Mr William White

July 5. 11. 4

EDWARDS, & Day
Spalding.

Memorandum.---That Henry Sharp of Peterborough
in the County of Northampton
was the highest Bidder for and Purchaser by Overtake
Contract of the Estate mentioned as referred to
in the foregoing Particulars and Conditions of Sale, at
the Sum of Three hundred Pounds so far as the same
are applicable to a Sale by Overtake Contract
subject to the said Conditions; and he paid the Sum of
Thirty Pounds

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

Dated this first day of June 1849

L. S. D

Purchase-Money, . . . 300 0 0

Deposit, 30 - -

Remainder unpaid, **£** 270 0 0

[Signature]

Witness,

[Signature]

Wm. White

LOT 2

PARTICULARS of a Copyhold Estate, in
Spalding in the County of Lincoln advertised to
be sold by Auction, at the Red Lion Inn, in
Spalding aforesaid this twenty second Day of May 1849

Consisting of

All that Brick and Tiled Sailmakers Shop and
Left over the same adjoining the ~~at~~ Albert Bridge between the Turnpike
Road leading to Holbeach and the River Welland, and now in
the occupation of Mr Sever

And All that Dwelling House with the Garden thereunto
attached situate at the end of High Street and near to the Albert
Bridge in Spalding aforesaid abutting upon the Turnpike Road
leading to Holbeach, and now in the occupation of Mr W^m Gapps

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 ^{and Selley's} 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 Pounds* 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~~ ^{Document}, 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~~ *Premises* —

4. Upon Payment of the Remainder of the said Purchase-money, at the Time and Place above-mentioned, the Vendor shall ~~convey~~ *Surrender* the Estate to the Purchaser; the Conveyance *or other assurance* — 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 *and the examination of the abstract with the Court Rolls* other Deeds for such purpose shall be at the Purchaser's expence.

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. *or other Documents of Title* The Purchaser shall bear the Costs of any attested or other Copies of Deeds 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.

19. 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.