

## CONDITIONS

1.—No person to advance less than £2 at each bidding for any lot.

2.—The sale of each lot is subject to a reserved bidding which has been fixed by the Judge to whose court the matter is attached.

3.—Each purchaser is at the time of sale to subscribe his name and address to his bidding; and the abstract of title, and all written notices and summonses are to be deemed duly delivered to, and served upon the purchaser, by being left for him at such address, unless or until he is represented by a Solicitor.

4.—The Chief Clerk of the said Judge will after the sale proceed to certify the result, and Saturday, the 4th day of August, 1860, at 12 of the clock at noon, is appointed as the time at which the purchasers may, if they think proper, attend by their Solicitors, at the Chambers of the said Judge, at No. 12, Old Square, Lincolns Inn, in the County of Middlesex, to settle such certificate. The certificate will then be settled, and will in due course be filed, and become binding, without further notice or expense to the purchasers.

5.—The vendor is within seven days after the certificate has become binding, to deliver to each purchaser, or his Solicitor, an abstract of the title to the premises purchased by him, subject to the stipulations contained in these conditions, but a purchaser of more than one lot held under the same title is not to require more than one abstract; and each purchaser is within twenty-one days after the actual delivery of the abstract, to deliver at the Office of Mr. JOSIAS ATKINSON, Solicitor, at Settle, in the County of York, a statement in writing of his objections and requisitions, (if any,) to the abstract, or to or on the title as deduced by such abstract, and upon the expiration of such last mentioned time, and in this respect time is to be deemed of the essence of the contract, the title is to be considered as approved of and accepted by such purchaser, subject only to such objections and requisitions, (if any).

6.—The abstract of title to Lot 1, shall commence as to part thereof with a purchase deed or indentures of Lease and Release dated the 24th and 25th days of March, 1825, and as to the residue with a deed of Exchange dated the 29th day of April, 1853. The last mentioned deed contains covenants by the grantee, (the Testator in the matter and cause) to erect and for ever maintain a sunk or other stone fence or wall, to separate the lands of the said grantee from those of the grantors, as shown by the plan in the margin of the deed, and also to place down and fix at a point shown in the said plan, and for ever maintain a Stone Trough, and convey pure water to the same in pipes or otherwise; and also to allow to the grantors a right of road of the width of 15 statute links, for horses, cattle, carts and carriages, as shown on the said plan. The said stone fence or wall, and the said stone trough have been duly erected, but the trough is supplied with water through pipes from a spring or well in a small Parrock or close of ground belonging to the Representatives of Betty Lund, deceased, through the village of Langcliffe, and through a field now or lately belonging to Richard Bashall Esq., by his permission expressed verbally only. The said lot is sold subject to the said right of road and other obligations under the said deed of exchange of the 29th day of April, 1853, and subject to an agreement of the 25th of April, 1854, made between the said Betty Lund and the said William Foster, and to the yearly rent of sixpence payable thereunder, and to other conditions and obligations in the said agreement expressed; a copy of which agreement found with the said Testators papers may be inspected at the Office of Mr. JOSIAS ATKINSON, at Settle aforesaid, prior to the day of sale.

The abstract of title to Lot 2, shall commence with a purchase deed or Indenture of Assignment, dated the 14th day of May, 1793. It is believed and considered that the two terms of 500 years therein referred to as commencing on or about the 9th day of February, 27th Queen Elizabeth, were created by an Indenture dated the said 9th day of February, 27th Queen Elizabeth, and that the term of 1,000 years in the same Indenture of Assignment also mentioned, commenced on or about the 8th day of April, 38th Queen Elizabeth, and that the rent referred to in the same Indenture of Assignment, (amount not stated but considered to be the rent of £1. 19s. 2d., now paid as mentioned in the particular) was a rent of 40s. reserved on an assignment by Indenture, dated the 4th November, 34th Queen Elizabeth, of part of the premises comprised in the said Indenture of the 9th February, 27th Queen Elizabeth, and for giving information with respect to the said terms and rent, the abstract of title to the said Lot 2, will comprise an extract of the recitals of certain deeds, dated respectively the 14th day of June, 1607, and the 2nd day of February 1651, (which deeds will be produced for verification of the abstract) but the above mentioned Indenture of the 14th May, 1793, shall be for the purposes of these conditions considered as the commencement of the title to the said Lot 2.

The abstract of title to Lot 3, shall commence with the Will, dated the 24th day of June, 1828, and proved at York, on the 11th day of September, 1833, of John Stackhouse, deceased, but the purchaser shall be entitled to such evidence by declaration or otherwise, of the seisin or ownership of the said John Stackhouse, as the Vendor is able to furnish.

The abstract of title to Lot 4, shall commence as to the house, occupied by Mr. John Lister, and the Office, late occupied by Mr. W. Foster, the Testator, in the matter with a purchase deed or Indenture of Release, dated the 26th day of January, 1844; and as to the principal road leading to the said Office, the title shall consist of a conveyance by or on behalf of the Proprietors of the Townhall, at Settle, which deed or a copy thereof will be produced at the Office of Mr. JOSIAS ATKINSON, at Settle aforesaid, at least seven days prior to the date of sale, for inspection by intending purchasers, and no further title thereto shall be required; and as to the house occupied by Sarah Stockdale, (being the residue of the said Lot) the abstract of title shall commence with an Indenture of assignment, dated the 13th day of November, 1846, and no evidence shall be required as to the origin of the term of 348 years for the residue whereof the premises comprised in the last mentioned Indenture are thereby expressed to be assigned.

The abstract of title to Lot 5, shall commence with a purchase deed or Indentures of lease and release, and assignment dated the 5th and 6th days of February, 1840, and the Vendor shall not be required to show the origin of the term of 1,000 years for the residue whereof the same is holden.

The abstract of title to Lot 6, (customary freeholds passing by deed and admittance) shall commence with an admittance at a Court of the Manor of Newby, held the 9th day of April, 1778. The deeds and Court Rolls show title to 28 sheep-gaits only, and the purchaser shall not make any objection on account of the want of title to the remaining  $\frac{1}{2}$  sheep-gait.

7.—The purchasers of the several Lots respectively shall not be entitled to require the production of any deed or other instrument anterior to the deed or instrument hereby stipulated to form the commencement of the title to the several Lots respectively, notwithstanding that the same may be therein, or in any deed of even date, recited, noticed, or covenanted, to be produced respectively, nor to make any objection or requisition to or in respect of the earlier titles as appearing on the recitals of the deeds or other instruments forming the commencement of the titles as aforesaid.

8.—Every deed or other instrument dated 25 years or upwards prior to the day of the sale, shall, in the absence of other evidence be deemed sufficient evidence of any birth, death, intestacy, heirship, matter of pedigree, fact, matter, or thing recited or noticed therein.