

9.—All examined attested office or other copies and extracts of or from deeds, wills, court rolls, proceedings in the matter and cause, and all other documents and all parochial or other certificates, and all declarations and other evidence to prove pedigrees, identity of persons, or of parcels or otherwise, whether in the possession of the Vendor or not, and whether required for the purpose of verifying the abstract of being delivered to the purchaser or for any other purpose shall be procured, made, and obtained by and at the expense of the purchaser requiring the same. The purchaser shall bear the expense of the production and examination of all deeds and of other evidences, and of all journeys which may be necessary for the purpose of such examination.

10.—The several Lots are sold subject to such rights of way or other easements as the same may respectively be subject to, and to the rights of the tenants or occupiers. Some of the title deeds comprise certain tithes, the vendor shall not be required to produce, or abstract the grant or grants from the Crown under which any of the tithes are holden.

11.—Each purchaser is under an Order for that purpose to be obtained by him, or in case of his neglect by the Vendor at the cost of the purchaser upon application at the Chambers of the said Judge to pay the amount of his purchase money into the Bank of England, with the privity of the Accountant General of this Court, to the credit of the cause '*Scott v. Foster, the proceeds of the sale of the Testators real estates,*' on or before the 12th day of November, 1860, and if not then paid the purchasers are to pay Interest for the same at the rate of £5 per centum per annum from that day to the day on which the same is actually paid, deducting Income Tax. Upon payment of the said purchase money in manner aforesaid, each purchaser is to be entitled to possession, or to the rents and profits (if any) of the Lot purchased by him as from the 12th day of November, 1860; all outgoings up to that time being discharged by the Vendor, and such rents and profits and outgoings for the purpose of this condition if the circumstances so require to be apportioned respectively.

12.—Each purchaser on payment of the amount of his purchase money into the Bank of England as aforesaid, shall be entitled to a conveyance or assignment of the Lot or Lots purchased by him; such conveyance or assignment to be prepared by and at the expense of the purchaser, and to be tendered and left by him at the Office of Mr. JOSIAS ATKINSON, at Settle, aforesaid, for execution by the necessary parties, and such conveyance shall not contain any covenants other than several covenants by the grantors or assignors that they have done no act to incumber.

13.—The deeds and muniments of title in the possession of the Vendor which relate exclusively to Lots 1, 4, 5, and 6 respectively, will be delivered over to the purchasers of the same Lots respectively, and certain deeds and muniments of title which relate to Lots 2 and 3 will be delivered over to the largest purchaser in value of the said 2 Lots, but such purchaser shall if required enter into the usual covenant with the purchaser of the other of the said 2 Lots for the production, and furnishing copies of the same deeds and muniments of title. And in every case in which a purchaser shall require a covenant or covenants for production of any deeds or muniments of title which are not to be delivered over to him but for the production whereof the Vendor can procure a covenant, such covenant shall if required contain a proviso for determining the same upon the deeds and muniments to which the same relate, being parted with to any person or persons undertaking to enter into a like covenant with the parties then entitled to the benefit of the original covenant for production, and every such covenant whether original or substituted, shall be prepared by and at the expense of the covenantees.

14.—If any error or misstatement shall happen to have been made in the above particulars, such error or misstatement is not to annul the sale of the Lot, nor entitle the purchaser to be discharged from his purchase, but a compensation is to be made to or by the purchaser as the case may be, and the amount of compensation is to be settled by the said Judge at Chambers.

LASTLY.—If any purchaser shall not pay his purchase money at the time above specified, or at any other time which may be named in any Order for that purpose, and in all respects perform these Conditions, an Order may be made by the said Judge upon application at Chambers for the re-sale of the Lot purchased by such purchaser, and for payment by the purchaser of the deficiency (if any) in the price which may be obtained upon such re-sale, and of all costs and expenses occasioned by such default.