In Chancery.

JAMES *v.* FAIRCLOUGH.

Particulars and Conditions of Sale

OF A

FARM & LANDS,

SITUATE IN THE PARISH OF

KIRKBY-MALHAMDALE,

IN THE

COUNTY OF YORK;

Which will be Sold by Auction,

Pursuant to a Decree made in the two first-mentioned Causes, bearing date the 15th day of December 1837, and a Decree made in the last-mentioned Cause, bearing date the 22nd day of July 1848, before JAMES WILLIAM FARRER, Esq., one of the Masters of the said Court,

At the LION INN, SETTLE,

IN THE COUNTY OF YORK,

On WEDNESDAY, the 20th AUGUST, 1851,

At THREE of the Clock in the Afternoon precisely.

JOHN HUGHES,
Chapel Street, Bedford Row.

CONDITIONS OF SALE.

I.

The highest bidder to be the Purchaser, and if any dispute arise between two or more bidders, the lot to be put up again for resale, and any bidding supposed not to be made bonâ fide, may be refused.

II.

No person to advance less than £5 at each bidding, nor to retract his or her bidding. There is a reserve bidding pursuant to an order of the Court.

III.

The Purchaser is to take his report of the purchase, and confirm the same absolutely, on or before the 25th day of November 1851, and in default of his doing so, the Vendor is to be at liberty at any time thereafter, to take such report and confirm the same, the costs and expences whereof are to be paid by the Purchaser to the Vendor, and within seven days after service on Mr. Hughes, the Vendor's Solicitor, at his office No. 10, Chapel Street, Bedford Row, London, of the order confirming absolutely the Master's report of the purchase, an abstract of the title, as to the farm, commencing with indentures of lease and release, dated 11th and 12th days of May 1791, shall, at the Vendor's expense, be delivered or sent to the Purchaser; and the Purchaser is, within one month next thereafter, to deliver at the office of the said Mr. Hughes, a statement in writing of all requisitions and objections on or to the title, and in default thereof he shall be deemed to have accepted the title; and in case requisitions or objections shall be delivered within the time aforesaid, the Purchaser shall be deemed to have accepted the title, except so far as relates to such requisitions or objections. No earlier title than the deeds with which the abstract is as aforesaid to commence shall be required, neither are any deeds or deed not in the Vendor's possession, and which are recited, stated, or referred unto in any other deeds or deed upwards of twenty years old, or any copies or abstracts of any such deeds or deed, to be called for or required to be produced.

IV.

Every recital, statement, or description, and whether of parties or otherwise, and whether as stated as a fact, or a conclusion of law, contained in any deed or other document upwards of twenty years old, shall be deemed conclusive evidence of the fact or matter recited, and no evidence shall be required in relation thereto. And in case of allotments set out under articles of agreement, or under an Act of Parliament, the Vendor shall not be bound to carry the title to such allotment or allotments further back than such articles of agreement, or the award or awards under such Act, nor to show any previous title to the beast gates or sheep gates, or share or interest in the common or commons, in lieu of which such allotment or allotments purport to be set out, nor shall the title of the other parties interested in such inclosures, or releases or conveyances from them, or any of them, be required; nor shall the Vendor be bound to show in lieu of what lands such allotments have been set out, nor to produce any deed or deeds creating or to show the commencement of the term or terms of years, in such part of the estate as is of leasehold tenure, or to identify and distinguish the freehold from the leasehold parts thereof. And in case any such agreement or award cannot be found, a statutory declaration that the premises have been enclosed and occupied as at present enclosed, for upwards of forty years, shall be accepted and deemed a sufficient title to the same, and no evidence of identity of any portion of the premises shall be required. The moiety of the site of the mill, being of little value, no title shall be required to it, but it shall be conveyed as described on the annexed plan.

V.

The title deeds and other documents in the possession of the Vendor, will be produced at the office of the said Mr. Hughes, for the Purchaser to compare the abstract; and any deed or document not in his possession is to be produced at the Purchaser's expense, who also shall pay the expense of all attested, official, or other copies of or extracts from all wills, deeds, parish registers, certificates, writings, and matters of record, or other documents which shall be required for the purpose of proving the title, or verifying the abstract or otherwise; and the expense of all assignments of outstanding terms (if any), and of terms already assigned to attend the inheritance, and of getting in the same terms, shall be exclusively borne by the Purchaser.

VI.

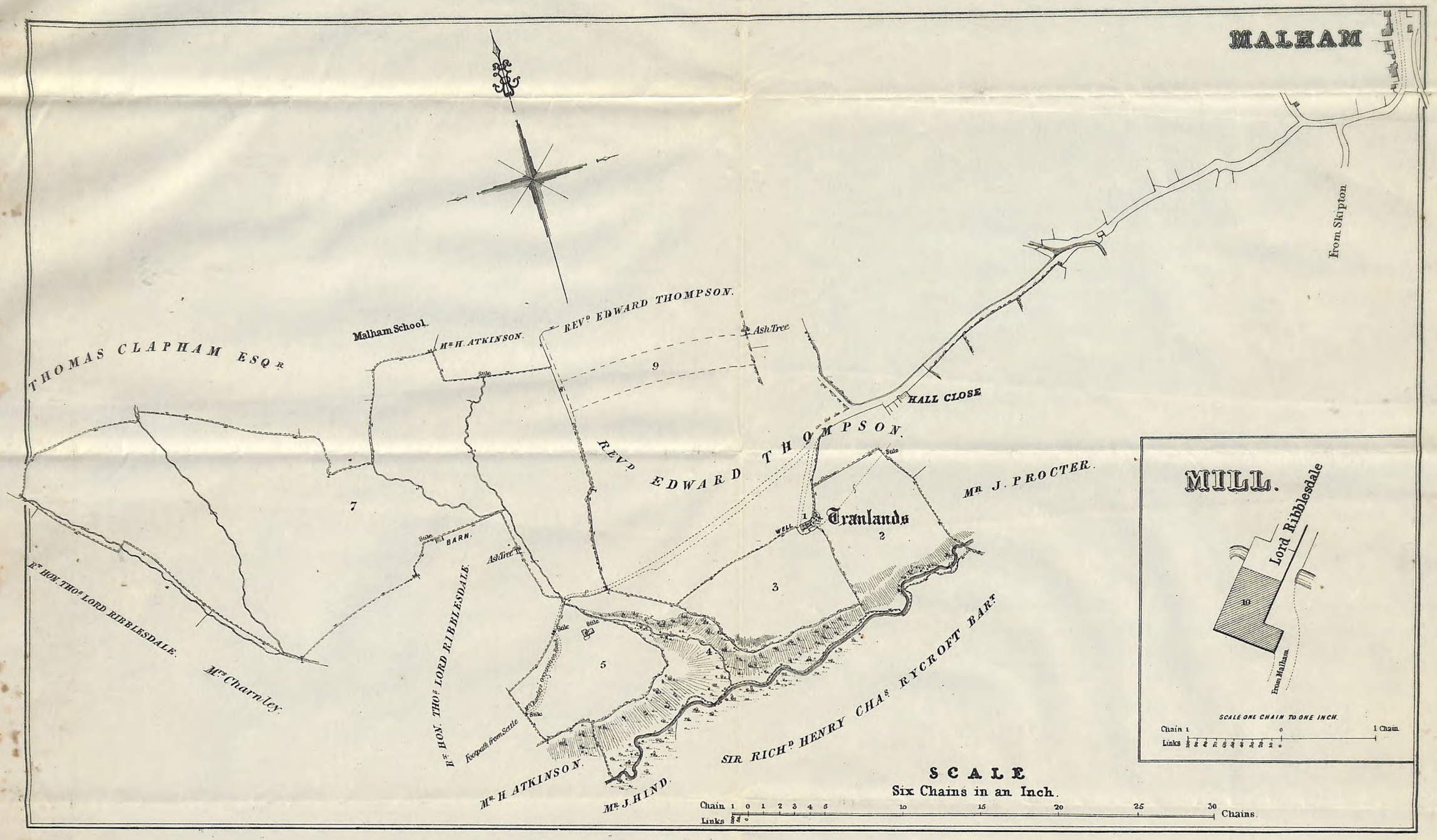
The Purchaser shall pay into the hands of the person appointed by the Master, a deposit of £10 per cent. on the amount of the purchase-money, and shall pay the remainder of his purchase-money into the Bank of England, to the credit of these Causes, on or before the 25th day of December 1851, from which day the Purchaser shall be entitled to the rents and profits, including the proportionate part of that current half-year's rent of the premises; and if from any cause whatever the purchase shall not then be completed, the Purchaser shall pay interest at the rate of £5 per cent. per annum, upon the amount of the balance of the purchase-money, from that day to the day of payment into Court; and upon such payment the Purchaser shall, at his own expense, be entitled to a conveyance of the said premises, such conveyance and all other necessary deeds to be settled by the Master to whom these causes stand referred, in case the parties differ about the same; and thereupon the title deeds will be given up to the said Purchaser; but the Vendor shall not be bound to produce or procure covenants for the production of any deeds or other documents twenty years old or upwards not in his possession.

VII.

If any error, omission, or mis-statement shall be made in these Particulars, in the description of the property or otherwise, the sale shall not be annulled thereby, but an allowance shall be made on the part of the Vendor or Purchaser, as the case may be, to be ascertained by the said Master, in case the parties differ about the same.

VIII.

If the Purchaser shall fail to comply with the above Conditions, the Vendor shall be at full liberty to re-sell the premises, by public auction or private contract, and the deficiency (if any) at such second sale, together with all expenses attending the same, shall be made good by the defaulter at the present sale, and be recoverable by the Vendor as and for liquidated damages, and it shall not be necessary previously to tender a conveyance to such defaulter.


MALHAM
From Skipton
THOMAS CLAPHAM ESQR
Malham School
Mr H. ATKINSON.
REVD EDWARD THOMPSON.
Ash Tree
9
HALL CLOSE
REVD EDWARD THOMPSON.
Mr J. PROCTER.
Tranlands
WELL
1
2
3
4
5
7
Stile
BARN.
Ash Tree
Rt HON. THOS LORD RIBBLESDALE.
Mrs Charnley.
Rt HON. THOS LORD RIBBLESDALE.
Footpath from Settle
Mr H. ATKINSON.
Mr J. HIND.
SIR RICHD HENRY CHAS RYCROFT BART
MILL.
Lord Ribblesdale
10
From Malham
SCALE ONE CHAIN TO ONE INCH.
Chain 1 0 1 Chain
Links
SCALE
Six Chains in an Inch.
Chain 1 0 1 2 3 4 5 10 15 20 25 30 Chains.
Links

In Chancery.

Between WILLIAM JAMES and CATHERINE his Wife - - PLAINTIFFS.

AND

EDWARD GIBBON and Others - . - - DEFENDANTS.

And Between MATTHEW FAIRCLOUGH and ANN his Wife, and Others - PLAINTIFFS.

AND

The said WILLIAM JAMES and CATHERINE his Wife, and Others - DEFENDANTS.

And Between the said WILLIAM JAMES and CATHERINE his Wife - - PLAINTIFFS.

AND

The said MATTHEW HAYES FAIRCLOUGH and ANN his Wife, and Others - - - - - - - DEFENDANTS.

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AT THE LION INN, SETTLE,

IN THE COUNTY OF YORK,

On WEDNESDAY, the 20th day of AUGUST, 1851,

AT THREE OF THE CLOCK IN THE AFTERNOON

PRECISELY.

Printed Particulars and Conditions of Sale may be had *(gratis)* at the Chambers of the said Master, in Southampton Buildings, Chancery Lane, London; of Mr. HUGHES, Solicitor, 10, Chapel Street, Bedford Row, London; of Messrs. SHARPE, FIELD, JACKSON, and NEWBOLD, Solicitors, 41, Bedford Row, London; of Messrs. LACE, RIGGE, and ROSCOE, Solicitors, Liverpool; of Mr. HARTLEY, Solicitor, Settle; and at the Place of Sale.

PRINTED BY GEORGE TAYLOR, LITTLE JAMES STREET, GRAY'S INN LANE.

Particulars.

A

FARM, called TRANLAND'S FARM,

IN THE

Parish of KIRKBY-MALHAMDALE,

IN THE COUNTY OF YORK,

The whole of which is either

PART FREEHOLD AND PART LEASEHOLD,

Or Leasehold for terms of years of which upwards of 1000 years are still unexpired;

At a nominal Rent, and containing

67A. 1R. 9P.

Or thereabouts, and consisting of the Parcels of Land following, that is to say:—

Nos. on Plan.	Names and description of Lands and Premises.	State of Cultivation.	Quantities in Statute Measure. A.	R.	P.
1	Tranland's Homestead, Garden, &c.		0	0	11
2	Shoats	Pasture	6	1	17
3	Home Meadow	Meadow	5	1	17
4	Wood	Pasture	7	0	37
5	Plough Leys	Meadow	5	0	15
6	Plough Leys Barn		0	0	3
7	High Pasture	Pasture	40	1	24
8	Strip on the top of Ingber	Pasture	0	0	17
9	Ingber Dole	Pasture	2	2	22
10	Moiety of the site of Mill		0	0	6
	Total contents		A. 67	1	9

The whole of which is in the occupation of ROBERT BENSON and AUGUSTINE BENSON, as Tenants from year to year, at the yearly rent of £57, but who are under notice to quit.

The Property is Tithe-free. The moiety of the site of the Mill is subject to a Land-tax of 13*s.* 10*d.* annually, and the other Land is subject only to a Quit-rent of 4*s.* 5*d.* per annum.