

(if the seller so thinks fit) be void and the seller shall resume his title and be at full liberty to put the premises up to sale again without rendering any account of the money he may have so received as aforesaid; And if any deficiency or loss shall be sustained by or accrue to the purchaser or sellers by reason of such non-payment as aforesaid and of the sellers being therefore under the necessity of reselling the same premises all such deficiency and loss shall on demand be made good to the seller by the person or persons so having purchased respectively

That the Seller shall at his own expense procure the Lord's Licence to sell the above premises unto Mr. Samuel Leeston of Halewood at the sum of Nine hundred pounds he being the highest bidder thereof.

Liverpool 24th February 1783. This Contract and agreed between John Pendleton the Son of Nathaniel Pendleton and the said Samuel Leeston for sale of the aforesaid premises to him the said Samuel Leeston he having now paid the sum of One hundred and thirty five pounds in earnest and hereby agreeing to pay the sum of Seven hundred and sixty five pounds being the remainder of his said purchase money pursuant to the foregoing conditions of Sale he will give them hands &c.

400:0:0
135:0:0
765:0:0

Witness
James Gillman

John Pendleton

Sale by Auction
1783

To be sold by Auction

At the house of James Gero, the King's Arms Tavern opposite St James's Church this present Monday the 21th day of February 1783 - at 11 o'clock in the afternoon. -

For the life of a hale married Man aged 46 more or less.

A good modern built dwelling house, fit for the summer retreat of a Gentil family with about 26 large Acres of rich land contiguous thereto pleasantly situate near the Chapel in Tortell Park. The house has 4 rooms on a floor with convenient dry cellars, and there belong to it a good garden, a large orchard well stocked with fruit trees, a spacious Barn, a stable for five horses a shippon for 12 cows, and a ^{well} spring of very fine spring water: the outbuildings are built of good stone and all the buildings are thoroughly slated. -

The premises now produce a clear rent of £70. for the remainder of a term which expires next Candlemas, but they will then very reasonably be worth £20 a year more.

The Conditions of Sale are

That the highest bidder at the aforesaid premises shall be the purchaser thereof and that each bidder shall advance not less than forty shillings at a bidding.

That in case any dispute shall arise by reason of any two or more persons bidding at the same time and for the same sum the premises shall be put up to sale again at the same bidding preceding such dispute unless one of the bidders choose to advance his own -

That the purchaser of the said premises on being declared so shall immediately pay down in cash the sum of fifteen pounds per cent. on his purchase money or earnest and in part payment thereof and enter into contract for payment of the remainder on or before the twenty-fifth day of March next when such purchaser shall at his own expense have a good title made to him of the said premises by him purchased so far as relates to a common conveyance thereof (subject only to the farming lease to Mr. William Lyfelle, which expires at Candlemas next) and shall enter into possession and receive the rents and profits thereof from that time ^{and thence} least Candlemas next.

That if the remainder of the purchase money be not paid at the time herein before limited the money deposited as earnest shall be forfeited and this Contract

Continued of Sale of
Land at Tortell Park
near Lincol.

1783

Hall Family Papers and Sugar Plantation Records

1709 - 1892

MSS.0220

Oversize: FB-226-27

**LEGAL DOCUMENTS - Miscellaneous - To be
sold by Auction. Conditions of sale of land at
Toxteth Park near Liverpool, 1783 February 24**



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