

In the High Court of Justice.

Chancery Division
MR JUSTICE STIRLING.

MORRIS v. MORRIS.

VALUABLE AND EXTENSIVE
**ALE and PORTER BREWERY, WINE and SPIRIT
STORES, HOTELS, PUBLIC HOUSES, BEER HOUSES,
FARMS, COTTAGES, LANDS and HEREDITAMENTS**

SITUATE IN AND NEAR

WIGAN, in the COUNTY OF LANCASTER.

To be Sold by Public Auction

(Pursuant to Orders of the High Court of Justice, Chancery Division, made in the above Cause, and in the Cause of Morris v. Morris (1872 M. 131), and pursuant to an Order made in Lunacy in the Matter of Ellen Ann Robinson Morris, Spinster, a person of unsound mind, and with the approbation of the Judge to whom the said Causes are assigned) by

MR. GEORGE JAMES HEALY

(the person appointed by the said Judge),

At the PUBLIC HALL, KING STREET, WIGAN, in the County of Lancaster,

On FRIDAY, the 28th day of SEPTEMBER, 1894,

At 3 o'clock in the Afternoon precisely.

IN ONE LOT,

AS A GOING CONCERN.

THE VERY EXTENSIVE, COMPACT AND WELL ACCUSTOMED

ALE AND PORTER BREWERY,

Called the "WIGAN BREWERY,"

Situate in KING STREET, WIGAN, aforesaid.

AND ALSO THE

WINE & SPIRIT STORES

Situate in RODNEY STREET, WIGAN,

Now carried on by the Representatives of the late THOMAS MORRIS, Esq. deceased, under the style or Firm of "HENRY ROBINSON & CO.,"

WITH THE

Malt Kilns, Engines, Boilers, and all other Machinery, Horses, Carriages, Carts, Drays, Barrels, Utensils; and effects in and about the said Brewery and Wine and Spirit Stores, or used in connection therewith.

AND ALSO THE

86 FREEHOLD, COPYHOLD & LEASEHOLD

(FOR LONG TERMS.)

Hotels, Inns, or Public Houses, and Beerhouses,

AND THE

FARMS, COTTAGES, LANDS, and HEREDITAMENTS, with the
OUTBUILDINGS and APPURTENANCES thereto respectively,

SITUATE IN

*Wigan, Ince in Makerfield, Hindley, Hindley Green, Pemberton, Orrell,
Ashton in Makerfield, Aspull, Abram, Adlington, Chorley, Standish,
Upholland, Horwich, Blackrod, Leigh, St. Helens, Prescott, Shevington,
Westhoughton, Westleigh, Tyldesley, Skelmersdale, Leyland and Parbold.*

All in the said County, belonging to the said Brewery and Wine and Spirit Stores

The WIGAN BREWERY concern has been in active operation more than a Century past, during
which period several large fortunes have been realised by the respective parties embarked in it.

The Brewery is capable of turning out about

500 BARRELS OF ALE AND PORTER WEEKLY.

It has been carried on to the present time, and a Purchaser will have an opportunity of entering at once
into an Extensive and Lucrative Business as a Brewer and Maltster, and Wine and Spirit Merchant,
freed from the expense and trouble necessarily attendant upon the establishment of a new concern.

All the Houses were licensed prior to 1869 and none of the Licenses are endorsed.

Particulars and Conditions of Sale may be obtained in London of Messrs. CHESTER, MAYHEW,
BROOME & GRIFFITHS, 36, Bedford Row, W.C.; of Messrs. FIELD, ROSCOE & Co., 36, Lincoln's Inn
Fields, W.C.; of Messrs. TUCKER, LAKE & LYON, 4, Serle Street, W.C.; and at the Auctioneers'
Institute, Incorporated, 57 and 58, Chancery Lane, W.C.; and in the Country of Messrs. BATZONS,
WARR & WIMSHURST, Castle Street, Liverpool; of Messrs. HARMOOD, BANNER & SON, Chartered
Accountants, 24, North John Street, Liverpool; of the Auctioneer, Old Post Office Chambers, Wigan;
and of

Messrs. MAYHEW, SON & PECK,

Solicitors,

QUEEN ANNE CHAMBERS, WIGAN, and
14, HOUGHTON STREET, SOUTHPORT,

At whose Offices Plans of the various properties may be inspected.

PARTICULARS.

In WIGAN

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents Sq. Yds.	Tenant's Name	Remarks.
1	WIGAN BREWERY With the Offices, Malt Kilns, Joiners Shops, Workshops, Stables, Cellars and Appurtenances, and the vacant Land fronting King Street	King Street and Chapel Lane	Freehold (part) Leasehold (part) for 999 years from 12 May 1847	18 5 0	7320 730	Hy. Robinson & Co. do.	
2	WINE & SPIRIT STORES With the Offices, Workshop and Store Cellars thereto belonging	Rodney Street	Freehold	...	408	do.	
3	SHAKSPEARE HOTEL And Workshop adjoining	King Street	Freehold	...	Front plot 166 Rear plot 120½	John Wors- wick	Subject to rights of road to the Theatre Royal.
4	MINORCA HOTEL	King Street and Wallgate	Freehold	0 1 0	257	Jane Kenny	The stables and other buildings in the yard are not included in this lot. The passage leading from King Street and the por- tion of yard included in the lot are subject to rights of way there- over by the Vendors' Tenants of adjoining property. The Pur- chaser will have a right of way over the portion of the yard not included in the lot, and also the right of user of the ashpit in said yard.
5	BREWERS ARMS INN	King Street and Chapel Lane	Freehold	...	239½	J. Fairhurst	
6	KINGS HEAD HOTEL Shop adjoining	Market Place do do	Freehold do	1 11 0	176	R. Birchall J. M. Hall	
7	WHEAT SHEAF INN Three Shops and one Cottage adjoining	Wallgate Wallgate and Queen Street	Freehold do	...	808	Jas. Caulfield John Fletcher Wm Tattersall J. Cunliffe J. Alexander	
8	PACKET HOUSE INN	Wallgate	Freehold	...	235½	T. O. Ryder	
9	FREE TRADE INN Cottage adjoining used as a Stable	Scholes and Warrington Lane	Freehold	...	260	J. Clarkson	Right of way through the adjoining passage leading from War- rington Lane to rear of this lot.
10	HORSE & JOCKEY INN	Scholes	Freehold	...	269	T. Culshaw	Subject to right of way through the passage on the westerly side.

In WIGAN—continued.

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents Sq. Yds.	Tenant's Name	Remarks.
11	FLEECE INN Three Shops and eight cottages adjoining	Scholes ... Scholes and Fleece Yard	Freehold ... do. ...	0 8 0 ...	963	J. Murphy R. Winnard R. Gamble S. Cobby J. Murphy M. Birtwistle M. Fish J. Bedford J. Hesketh W. Harvin E. Kenny	
12	CROWN & SCEPTRE INN	Scholes ...	Freehold ...	...	605	E. Jones	Subject to right of way over the land on the easterly side.
13	ODDFELLOWS ARMS INN Shop adjoining	Scholes ... Scholes ...	Freehold ... do. ...	...	306½	T. Brown J. E. & A. Barton	
14	VON BLUCHER INN Two Cottages adjoining	Whalley ... do. ...	Freehold ... do. ...	...	768	M. Seddan and his sub- tenants	
15	WOODMAN INN Three Cottages adjoining	Bottling Wood	Leasehold for 900 years from 17 June 1838	0 5 0	666	R. Bradlock J. Horrocks W. Anderton and Another	
16	MILLSTONE INN Two Shops and one Cottage No. 1, Millstone Yard, adjoining	Wigan Lane Wigan Lane and Mill stone Yard.	Leasehold as 50 part for 999 years from 11 May 1787 and as to other part for 999 years from 3 Nov. 1793	3 11 10½	919	R. Cartwright M. Kearsley and sub-tenant and Wm. Parr	Subject to right of way through the passage or cartway leading from Wigan Lane to the premises at the rear of this lot, and over the portion of yard forming part of this lot.
17	UNCLE TOM'S CABIN Two Cottages adjoining	Miry Lane ... do. ...	Leasehold for 999 years from 20 Oct. 1852	4 15 11	383½	J. Whittle T. Moss D. Willis	
18	CANAL COFFEE HOUSE Cottage adjoining	Wallgate ... do. ...	Freehold ... do. ...	0 0 8 ...	586	Thos. Prescott H. Rimmer	Subject to right of way over the land on the north easterly side.
19	SEVEN STARS INN Cottage adjoining	Wallgate ... do. ...	Freehold ... do. ...	...	1276	Hy. Robinson & Co.	
20	MARTLAND BRIDGE INN Stables adjoining	Woodhouse Lane	Leasehold for 999 years from 25 March 1845 (no lease)	3 6 8 4 1 3	400	J. Marsh	
21	PAGEFIELD INN	Gidlow Lane	Freehold	...	208	Wm Woods	
22	BRICKMAKERS ARMS	Woodhouse Lane	Leasehold for 99 years from 17 Oct 1863	12 15 0	381	T. Wilkinson	Subject to right of way through the passage at rear of the pre- mises.
23	ROBIN HOOD INN	Hallgate ...	Freehold ...	0 2 1½	356	R. Pincock	

In WIGAN—continued.

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing.	Approximate Contents Sq. Yds.	Tenant's Name	Remarks.
24	BROWN COW INN Two Cottages adjoining	Queen Street Ironmonger Lane	Freehold ... do. ..	£ s. d. 1 0 7	} 333	W. Taylor M. Buck P. Ashton	Subject to right of way through the passage from Ironmonger Lane.
25	WESTWOOD HOTEL	Poolstock Lane	Leasehold for 999 years from 24 Oct. 1854	10 3 11				Wm. Barlow
26	RAVEN INN Cottage adjoining	Birkett Bank	Leasehold for 999 years from 3 Dec. 1851	3 7 3	269	J. Barnes and his sub-tenant	
27	BRITANNIA INN	Warrington Lane	Freehold ...	6 2 8	368	H. Lathom	

17th The Properties No. 3 to 27 both inclusive are fully licensed Public Houses.

28	DOUGLAS TAVERN BEERHOUSE Four Cottages adjoining	Chapel Lane and Millgate Douglas Street	Leasehold for 999 years from 12 May 1847	9 6 0	} 191½	D. Wood J. McCormick E. Swift R. Horrocks W. Calderbank	
29	NEW INN BEERHOUSE	Upper Morris Street	Freehold			
30	BRIDGEWATER ARMS BEERHOUSE Cottage and Land adjoining	Wallgate	Leasehold for 999 years from 12 May 1851	17 0 8	} 340½	J. McNicholas J. Hampson J. Worswick	
31	BIRD-I-T-H HAND BEERHOUSE Three Cottages and Cellar adjoining	Wigan Lane and Lord Street	Freehold			

In INCE in MAKERFIELD.

32	INCE HALL INN Fully Licensed Public House Three Cottages adjoining	Warrington Road	Leasehold for 999 years from 1 May 1862	5 15 0	} 460	H. Hilton W. Barnes W. Peters W. Close	
33	BAY HORSE INN Fully Licensed Public House Two Cottages adjoining Stable adjoining	Manchester Road and Bay Horse Street do. ... do. ... do. ...	Freehold ... do. ... Leasehold for 999 years from 1 Dec. 1846 less the last day	... ... ...				216 83½	Jas. Banks and his sub-tenants. do.
34	ANDERTON ARMS BEERHOUSE.	Ince Green Lane	Leasehold for 999 years from 11 May 1851 (except last day)	4 17 6	390	J. Cowburn	
35	SPRINGS BRANCH TAVERN BEERHOUSE	Manchester Road	Leasehold for 999 years from 1st March 1853	...	134	M. Settle	

In INCE in MAKERFIELD—continued :

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
36	FOX INN BEERHOUSE One Shop and nine Cottages adjoining	Manchester Road do.	Leasehold as to part for 999 years from 1 May 1851 as to other part for 999 years from 25 Sept. 1852 and as to other part for 999 years from 9 July 1859	13 15 9	996 $\frac{3}{4}$	R. Malone J. Field S. Johnson W Winstanley T. Warburton J. Nixon E. Johnson L. Coleman R. Malone J. Barnes M. Hart	
37	PATRICROFT TAVERN BEERHOUSE	On Canal Bank	Leasehold for 999 years from 12 Nov. 1849	5 1 4	552	R. Tomlinson	

In HINDLEY and HINDLEY GREEN.

38	CROSS KEYS INN Fully Licensed Public House	Bridge Street	Freehold	0 0 2	1184	G. Thornton	
39	RAILWAY INN Fully Licensed Public House Five Cottages adjoining	Ladies Lane do.	Leasehold for 999 years from 25 Oct. 1853 do.	...	590	E. Seddon T. Wheelton G. Statham Mrs. Smith J. Chorlton M. Fisher	Right of road from Holding Street to the rear of this lot through premises now or late of Jas. Holding.
40	SWAN INN Fully Licensed Public House	Swan Lane	Freehold	...	1650	J. Whittle	
41	FARM YARD TAVERN Fully Licensed Public House Two Cottages adjoining	Near Hindley Green Railway Station	Leasehold for 999 years from 19 June 1856	3 6 8	860	T. Pendlebury and his sub-tenants.	Subject to a right of road over the strip of land on the south side.
42	COMET COW Fully Licensed Public House	Near Hindley Green Railway Station	Freehold	...	1163	C. Broadhurst	
43	UNICORN BEERHOUSE	Chapel Green	Leasehold for 999 years from 21 Sept. 1851	6 13 3	362	W. Makinson	
44	MECHANICS ARMS Fully Licensed Public House	Near Bickershaw Lane	Leasehold for 999 years from 24 July 1853	3 1 3	980 $\frac{1}{4}$	B. Tickle	The road adjoining the lot on the southerly side is an occupation road.

In PEMBERTON.

No.	Description of Property	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
45	WHITE SWAN INN Fully Licensed Public House Shop and three Cottages adjoining	Lamberhead Green do.	Freehold do.		644	H. Holland T. Gaskell M. Hartley J. Calderbank J. Pennington	
46	PACK HORSE INN Fully Licensed Public House Shop adjoining	Lamberhead Green do.	Freehold do.		803	P. Gaskell W. J. Fletcher	
47	RAILWAY INN Fully Licensed Public House	Near Pemberton Railway Station	Leasehold for 999 years from 24 Dec. 1853	3 19 4	635	J. Partington	
48	DUKE OF YORK INN Fully Licensed Public House Cottage adjoining	Marsh Green do.	Freehold do.		2730	C. Farrimond and his sub-tenant.	
49	BRIDGEWATER ' ARMS BEERHOUSE	Marsh Green	Leasehold for 999 years from 10th Nov. 1853	5 12 6	900	C. Anders	
50	QUEENS ARMS BEERHOUSE	Warrington Road, New town	Leasehold for 999 years from 25 March 1846	5 19 0	892	T. Magraw	

In ORRELL.

51	NEW INN BEERHOUSE	Kit Green	Leasehold for 999 years from 12 May 1853	5 14 4	423	M. Waring	Subject to a right of way over so much of the street or intended street on the south side of this lot as is included in the lot which street is to be left open and unbuilt upon. The Vendor will grant to the Purchaser a right of way over so much of the said street as he retains.
52	HEIGHTS OF ALMA BEERHOUSE	Loch Street	Leasehold for 999 years from 29 Sept. 1859	1 6 2	476	H. Hitchen	

In ASHTON in MAKERFIELD.

53	BAY HORSE INN Fully Licensed Public House Six Cottages adjoining	Near St. Thomas' Church do.	Freehold do.	2 3 6	2026½	W. J. Painter and his sub-tenants.	
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In ASPULL.

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
54	FREE TRADE INN Fully Licensed Public House Shop adjoining	New Springs do. ...	Leasehold for 999 years from 12 May 1853 do. ...	6 10 0	700	M. Holding and his sub-tenant.	
55	RED LION INN Fully Licensed Public House Two Cottages adjoining	Lane Ends ... do. ...	Freehold do. ...		906	T. Henry T. Henry J. Calderbank	

In ABRAM.

56	RED LION INN Fully Licensed Public House Farm adjoining <i>Total contents 13a., 2r., 36 p., 14 g. Cheshire measure or thereabouts. (Mines excepted with the usual and proper powers for working, getting and disposing of the same by surface and underground operations respectively.)</i>	Dover Bridge do. ...	Freehold do. ...			W. Hodson	
57	GREY HORSE BEERHOUSE	Plank Lane...	Leasehold for 999 years from 30th June 1824		377	P. Smith	Right of way over the portion of road on the easterly side as is not included in the lot and subject to right of way over so much of said road as is comprised in this lot and also subject to the right of user of two closets at the rear of this lot.

In ADLINGTON.

58	WAGGON & HORSES Fully Licensed Public House Cottage adjoining <i>Rent of £3 3s. per annum in respect of Pipe Line for 21 years, from February 1888.</i>	Water House Bridge do. ...	Freehold do. ...		25,291	G. Warburton Mrs. Tootill Adlington Local Board	
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In CHORLEY.

No.	Description of Property	Situation	Tenure	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
59	EUXTON TAVERN Fully Licensed Public House	St. Thomas Road	Leasehold for 999 years from 2nd Sept. 1786	1 15 0	231	W. Jolly	
60	ROEBUCK INN Fully Licensed Public House	Botany	Freehold	1 16 0	569 $\frac{1}{2}$	R. Brindle	Right of passage from the highway to the back yard through the passage on the northerly side of the premises and of premises now or late of Richard Barton.

In STANDISH.

61	BLACK HORSE, INN Fully Licensed Public House	Almond Brook	Leasehold for 999 years from 26 April 1824	5 5 1	348	E. Danson	
62	ST. PATRICK'S TAVERN BEERHOUSE Six Cottages adjoining	Preston Road do.	Leasehold for 999 years from 2nd Feby 1786 do.	3 0 0	629	J. Fisher W. Marsh J. Roby W. Ashton W. Pennington R. Brooks J. A. Cookson	Subject to a right of road from Moses Lane to the premises at the rear of the lot and with the benefit of a right of road over portion of the yard behind to the rear of the premises comprised in this lot.

In UPHOLLAND.

63	OWL INN Fully Licensed Public House Joiner's Shop adjoining	Bottom of Hollaud Brook do.	Freehold do.	...	1273	M. Waterworth. J. Waterworth	
64	BRITANNIA INN Fully Licensed Public House	Hall Green	Freehold	...	450	J. Rowbottom	
65	RAILWAY INN Fully Licensed Public House	Pimbo Lane Railway Station	Leasehold for 999 years from 12 Nov. 1864	4 0 0	576	A. Pigott	
66	FOX INN Fully Licensed Public House Three Cottages adjoining <i>Total contents 00., 12. 10p., 48g. Cheshire measure or thereabouts.</i>	Roby Mill	Part freehold and part copyhold	...	...	H. Latham J. McNamara A. Foster and another	
67	RED LION INN BEERHOUSE	Hollaud Moor	Freehold	...	27 $\frac{1}{2}$	J. Marsh	

In HORWICH

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
68	BROWN COW INN Fully Licensed Public House	Church Street	Leasehold for 295 years (except last day) from 2nd Nov. 1801		2410½	C. Ashworth	
	Shop adjoining	do. ...				M. Siddall	

In BLACKROD

69	THREE CROWNS INN Fully Licensed Public House.	Church Street	Freehold ...	...	640	C. Cunliffe	Right of road over land at the rear of the adjoining premises belonging to the Vendor
70	GREEN BARN INN Fully Licensed Public House	Tanners Brow	Freehold ...	...	3696	Jas. Hart	

In LEIGH

71	BLACK HORSE Fully Licensed Public House	Chapel Lane	Leasehold as to part for 1000 years from 9 Jan. 1778 and as to other part for 1000 years from 24 June 1780	0 11 0½	530	G. Betsy	Subject to right of road from Trafalgar Street to the property at the back of the lot.
72	QUEENS ARMS Fully Licensed Public House Shop adjoining	Market Place	Freehold as to greater portion Leasehold as to 7½ sq. yds. for 999 years from 1st May 1881		1069 7½	J. Rawlinson J. Tinsley	

In ST. HELENS

73	SEPHTON ARMS Fully Licensed Public House Three Cottages adjoining	Baldwin Street and Ormskirk Street do.	Freehold ... do.	...	786	E. Marsh and his sub-tenants.	Right of way over the adjoining land on the northerly side for removing ashes and coals to and from the back yard in the day time only.
74	ROBIN HOOD BEER-HOUSE.	Toutine Street	Freehold ...	9 12 8	560	L. Neary	Right of passage through the passage at the northerly end of the lot.
75	RIGBYE ARMS BEERHOUSE	Rigbye Street	Freehold ...	...	246	Greenall & Co.	Right of passage through the passage on the easterly side of the lot.

In PRESCOT

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
76	NAGS HEAD Fully Licensed Public House Two Cottages and Lock-up Shop adjoining	Atherton Street and Fazakerly Street ... do. ...	Copyhold ... do.	1 5 7 ...	280½	H. Valentine J. Case J. Lyon J. Heyes	Subject to a right of road from Atherton Street over the land at the southerly end of the lot.
77	BUCK AND DOG Fully Licensed Public House	Near Market Place ...	Copyhold ...	0 0 6	164	T. Dempsey	

In SHEVINGTON

78	CROOK HALL INN Fully Licensed Public House	Crook ...	Freehold ...	...	676	M. A. Barton	
79	GEORGE AND DRAGON Fully Licensed Public House Five Cottages adjoining <i>Total contents 26 perches Cheshire measure or thereabouts.</i>	Shevington ...	Freehold ...	...	...	S. Freeman M. Kennedy E. Stopforth E. Read J. Gaskell A. Witter	
80	FORESTERS ARMS BEERHOUSE	Shevington Moor	Leasehold for 999 years from 2 Nov. 1861 ...	2 0 9	326	N. Bentham	

In WESTHOUGHTON

81	DOG AND PHEASANT Fully Licensed Public House	Wingates ...	Freehold	2043	J. Bowden	
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In WESTLEIGH

82	SPORTSMAN INN Fully Licensed Public House	Westleigh Mill	Leasehold for 999 years from 12 May 1801	625	M. Drinkwater	Subject to right of road over portion of the land on the southerly side of the lot.
83	BULL AND BUTCHER Fully Licensed Public House Cottage adjoining	Dangerous Corner do. ...	Freehold ... do.	... ...	2466 ...	T. Prescott and his sub-tenant	

In TYLDESLEY

84	GEORGE AND DRAGON Fully Licensed Public House	Elliott Street	Leasehold for 999 years from 19 Feb. 1781 ...	0 13 0	624	J. Blandy	
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In SKELMERSDALE

No.	Description of Property.	Situation.	Tenure.	Chief or Ground Rent or other outgoing. £ s. d.	Approximate Contents. Sq. Yds.	Tenant's Name	Remarks.
85	RAILWAY HOTEL Fully Licensed Public House	At Railway Station	Freehold	...	1222	M. Kellett	
86	TAWD VALE INN Fully Licensed Public House	Near Schools	Freehold	...	1233½	H. Banks	

In LEYLAND

87	GEORGE IV. Fully Licensed Public House	Town Gate	Freehold	...	402	J. Jackson	Right of way or passage 7 feet 6 inches wide from Bradshaw Street to the rear of this lot.
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In PARBOLD

88	WINDMILL INN Fully Licensed Public House	Near Ainscough's Mill	Freehold	... 1 1 9	1315½	J. Skeldon	Right of road over the land on the easterly side of the lot from the highway to the rear of the lot.
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CONDITIONS OF SALE.

- 1.—No person is to advance less than £100 at each bidding nor retract a bidding.
- 2.—The sale is subject to a reserve price, which has been fixed by the Judge to whom this action is attached, and the right is reserved to bid up to such reserve price.
- 3.—The Purchaser is, at the time of sale, to subscribe his name and address to his bidding in the bidding paper, and the abstract of title, and all written notices, and communications, and summonses are to be deemed duly delivered to and served upon the Purchaser by being left for him at such address, unless and until he is represented by a Solicitor.
- 4.—The Purchaser is, at the time of sale, to pay a deposit of £10 per cent. on the amount of his purchase money to Mr. GEORGE JAMES HEALY, the person appointed by the Judge to receive the same.
- 5.—The Chief Clerk of the Judge will, after the sale, proceed to certify the result, and Friday, the 5th day of October, 1894, at 12 of the clock at noon is appointed as the time at which the Purchaser may, if he thinks fit, attend by his Solicitors at the Chambers of the said Judge, at the Royal Courts of Justice, London, to settle such certificate. The certificate will then be settled, and will in due course be signed and filed, and become binding without further notice or expense to the Purchaser.
- 6.—The Vendor, the trustee of the will of the testator in the action, is, within eight days after such certificate has become binding, to deliver to the Purchaser or his solicitor an abstract of the title to the property, subject to the stipulations contained in these conditions.
- 7.—The Purchaser, whether his abstract is delivered within such eight days or not, is within 28 days after the actual delivery of his abstract, to deliver at the office of Messrs. MAYHEW, SON AND PECK, Solicitors, Queen Anne Chambers, Wigan, in the county of Lancaster, a statement in writing of his objections and requisitions (if any) as to the title or evidence of title, or the abstract, or the particulars, or these conditions, and subject thereto the title shall be deemed accepted, and all objections and requisitions not included in any statement sent within the time aforesaid shall be deemed to have been waived, and any answer to any objection or requisition shall be replied to in writing within ten days after the delivery thereof, and if not so replied to shall be considered satisfactory and time shall be deemed in all respects as of the essence of this condition, and if the Purchaser shall take any objection or make any requisition which the Vendor is advised not to remove or comply with, the Vendor, with the sanction of the Judge, shall be at liberty, by notice in writing, to be delivered to the Purchaser or his solicitor, and notwithstanding any intermediate negotiation to rescind his contract for sale upon such terms as the Judge shall approve, and the Purchaser shall thereupon be entitled to receive back his deposit, and shall accept the same in discharge of all claims for costs or otherwise, and shall forthwith return all abstracts and papers in his possession belonging to the Vendor.
- 8.—The Purchaser is in addition to the amount of his bidding at the Sale, to pay the value of all the engines, boilers, and other machinery, fixtures, horses, carriages, carts, drays, barrels, utensils, and effects, and also all the stock of ale, porter, wines and spirits, malt, hops, and brewing materials, which shall be in or about the Wigan Brewery and Wine and Spirit Stores, (being the Lots Nos. 1 and 2 in the Particulars) on the day fixed for completion of the purchase, the amount thereof to be ascertained by a valuation to be made by Messrs. Thomas Wainwright and Sons, Architects, Surveyors and Valuers, Liverpool, or by Mr. George James Healy, Auctioneer and Valuer, Wigan, but if the Purchaser does not desire to accept their valuation, he, or his solicitor, is within 21 days after the sale, to appoint, by writing, one person as valuer, and to give notice in writing to the Vendor of the name and address of the person so appointed, and Messrs. Wainwright and Sons, and Mr. George James Healy, or one of them, together with the person so appointed, are to make the valuation, but the valuers before they commence their duty, are to appoint an umpire by writing, and the decision of the valuers if they agree (the valuer appointed by the Vendor being taken as one person) or of their umpire if they disagree, is to be final, and in case the Purchaser shall neglect or refuse to appoint a valuer, and give notice thereof in manner and within the time before specified, the valuers appointed by the Vendor are alone to make the valuation, and their valuation is to be final, and in either case the decision of the valuers or their umpire is to be given on or within three days before the 31st day of December, 1894, and the value of any stock sold, between the completion of the valuation thereof and the expiration of the day aforesaid, is to be allowed to the Purchaser off the amount of the valuation.
- 9.—The Abstracts of Title to the several properties, hereinafter called Lots, mentioned in the Particulars, are to commence as follows:—

<i>Numbers of the Properties in the Particulars.</i>	<i>Date of Instrument with which the Title is to Commence.</i>	<i>Nature of the Instrument.</i>
1 (the freehold part) 3 4 5 8 10 11 12 13 14 (part) 18 (a moiety) 23 24 27 38 40 42 53 (part) 55 56 58 59 60 61 63 68 69 70 71 72 (the freehold part) 76 77 79 82 83 87 88 ...	17th and 18th Nov., 1843	Conveyance on a Sale
2	12th November, 1847	do.
6	6th August, 1846	do.
7 (part)	1st June, 1851	do.
7 (remainder)	6th December, 1851	do.
9	9th June, 1850	Conveyance by way of Mortgage
19	5th October, 1839	Will of a Testator who died in the same year
21	1st May, 1850	Conveyance on a Sale
29 45 75	28th February, 1859	Will of a Testator who died in the year 1871
31	11th May, 1893	Conveyance on a Sale
33 (freehold part)	29th and 30th Dec., 1837	do.
35	13th January, 1860	Assignment on a sale of part of the property comprised in recited lease
46	9th July, 1848	Conveyance on a sale
48	25th September, 1867	do.
53 (remainder)	16th October 1856	do.
58 (rent of £3 3s.)	25th April, 1888	Grant of Easement for 21 years
62	1st October, 1866	Assignment on a Sale
64	12th October, 1846	Conveyance on a Sale
66 (freehold part)	17th May, 1861	do.
66 (copyhold part)	17th May, 1861	Admission
67	28th February, 1863	Conveyance on a Sale
73	8th August, 1853	do.
74	15th and 16th April, 1835	do.
74 (right of way)	15th May, 1852	do.
78	17th February, 1862	do.
81	11th December, 1854	do.
85	30th April, 1858	do.
86	3rd November, 1862	do.

10.—The conveyance of 1847, commencing the title to Lot 2, was made by the Trustees of a Charity School, and it does not appear that they had any express power to sell, but the Purchaser shall be bound at this distance of time to assume that the title is sufficient, notwithstanding any want of power to sell. There is endorsed on the conveyance of 1862, commencing the title to Lot 86, a memorandum dated in 1867, allowing an encroachment made in building to the extent of nine inches, but no conveyance was ever executed, and it is to be assumed that a sufficient title has now been obtained to such encroachment.

11. The abstract of title to each lot which is of leasehold tenure shall commence with the lease or other deed of demise creating the term for which the lot is held in those cases where the lease or other deed is dated less than thirty years before the day of sale, and in the cases where the lease is dated more than thirty years before the day of sale, shall commence with a deed of assignment dated thirty years or upwards before the day of sale, and the lease or other deed of demise if it is in the possession of the Vendor will also be abstracted, but where it is not in his possession any recital or statement of the contents or effect thereof contained in any deed dated thirty years or upwards before the day of sale shall be accepted as sufficient evidence of the contents or effect, and due execution thereof, and production of the original lease shall not be required nor shall any objection or requisition be made in reference to the non-production thereof, and no objection or requisition is to be made by reason of the lease of any lot being in fact an underlease or a sub-demise.

12.—The above-mentioned conveyance of 18th November, 1843, includes only certain undefined shares of the money to arise by sale of Lot 14, and also only includes one undivided moiety of Lot 18 but a statutory declaration will if required be furnished at the expense of the Purchaser, that the Vendor or his predecessors in title have for twelve years or upwards next preceding the day of sale been in possession or in receipt of the rent of the entirety of these lots, and on this evidence it is to be assumed that the entirety of both lots is well vested in the Vendor, and no objection or requisition is to be made on account of no other title being shown to the remaining shares or undivided moieties of such lots.

13.—Where the title to any lot commences with a will a statutory declaration will, if required, be furnished at the expense of the Purchaser, that the property has for twelve years next preceding the day of sale been enjoyed in accordance with the title shown, and upon this evidence it shall be assumed that the testator was entitled in fee simple in possession free from encumbrances at his death, and no evidence on this point shall be required.

14.—Lot No. 31 was purchased under the direction of the Court, and an abstract of the early title is not offered on account of its length and complication, but the Purchaser will, if he so require, be furnished at his own expense with an abstract of such early title, and if he require such abstract all costs of the Vendor as well as of the Purchaser, of or incidental to the investigation of such title shall be borne by the Purchaser.

15.—The leasehold part of lot No. 33 is a portion of property comprised in a lease for 999 years at a rent of £17 13s. 6d., and was by indenture dated in July 1847, sub-demised by way of mortgage for the residue, except the last day, of the principal term, and the mortgage term so created was sold under a power in the mortgage deed, and part of the property has since been sold to a purchaser who pays the whole rent as appears by the deed of assignment to him, a duplicate of which will be produced and delivered over to the Purchaser of this lot who is to take this leasehold part subject to such indemnity as now exists under such deed in respect to the rent, and is not to make any objection or requisition in reference thereto. The lot No. 34 was also in the year 1851 mortgaged by sub-demise for the residue, except the last day, of the term granted by the lease thereof, and the mortgagee and the persons claiming through him have for many years been in possession or receipt of the rents thereof. A statutory declaration will if required be furnished at the expense of the Purchaser, that the Vendor and his predecessors in title have been in possession or receipt of the rent of this lot for 12 years and upwards next preceding the day of sale, without any claim by or acknowledgment to the mortgagor, and upon this evidence it shall be assumed that the right of redemption is barred. The Purchaser is to have an assignment of the mortgage term only, and is not to require the Vendor to procure any assignment of the principal term, nor to show in whom those terms are now vested, and any assignment of or order for vesting in the Purchaser the principal terms, and all information and evidence requisite in order to procure the same are to be searched for and obtained by and at the expense of the Purchaser.

16.—The part of Lot No. 20 on which the stables are erected have been for many years occupied at the yearly rent of £4 1s. 3d., but no lease or agreement for a lease of this part was ever obtained, and the Purchaser is to take such term or other interest as the Vendor is able to convey.

17.—The several lots are sold subject to any reservation of mines and minerals expressly mentioned in the Particulars, and also to all existing exceptions, reservations, grants or leases of mines and minerals and rights of working the same, or of rights of way, and to any restrictions as to building or otherwise, whether stated in the Particulars or appearing in the abstracted deeds or not. Some of the lots comprised in the indentures of the 17th and 18th November, 1843, and also Lot No. 46, were conveyed subject to exceptions and reservations contained in former conveyances, the nature of which do not appear, but which are believed to refer only to mines and minerals. No information is to be asked beyond what appears in the abstract, nor is any inquiry, requisition or objection to be made in respect of any exceptions or reservations, and the Purchaser is to take, subject thereto, whatever the same may be; but a statutory declaration if required will be furnished at the expense of the Purchaser that no claim has for 12 years and upwards preceding the day of sale been made in respect of exceptions and reservations, the nature of which does not appear on the abstract.

18.—The conveyance of Lot No. 56 is to except and reserve to the Vendor all coal and ironstone and other mines and minerals under that lot, with all necessary or proper powers, rights and easements for searching for, winning, working, getting and carrying away the same, whether by underground or surface workings, and whether the surface of the said lands be thereby lowered or not, and whether such surface be built upon or not, and so that proper compensation be paid for all damage done to the surface or the buildings thereon by means of such workings or by the occupation of the surface, and the conveyance to the Purchaser shall be framed accordingly, and in case of difference shall be settled by the Judge.

19.—The Vendor is not to be required to distinguish the parts of any lot held under different titles, nor to distinguish the freehold, leasehold or copyhold parts of any lot.

20.—Any bare outstanding legal estate which has been outstanding for twelve years or upwards next preceding the day of sale, and which the Purchaser may require to be got in is to be got in, and the title thereto traced by him, and at his own expense.

21.—The several lots are sold subject to all rights in party walls, quit, chief and other rents, not exceeding in amount one shilling per annum, and to all rights of light and other easements (if any), and to all liability to repair fences, walls, roads or streets, whether mentioned in the Particulars or not, and with respect to Lot No. 30, subject to the payment of an annual sum of one shilling to the Corporation of Wigan, and probably other lots may be found liable to similar small payments. No

compensation is to be allowed to the Purchaser on account of any such payment, and no information is to be asked, nor is any other enquiry to be made as to the origin of any of such payments, nor as to the origin of the fee farm rent or rent charge payable out of Lot 6.

22.—Where it appears that the lease of a leasehold lot contains covenants by the lessee not to carry on the trade of an alehouse-keeper or beerseller the fact that such trade has for three years or upwards been and is now carried on upon such lot, shall be accepted as sufficient evidence that a license was duly obtained for the purpose, and the Purchaser is not to call for the production of the license nor make any requisition or objection in reference thereto, but shall, if he so require, be furnished, at his own expense, with a statutory declaration that the business has been carried on without objection made for three years and upwards next preceding the day of sale.

23.—The "Waggon and Horses Public House," part of Lot 58, is let with other property not offered for sale at the rent of £14. This rent is to be apportioned as follows, namely:—£30 for the "Waggon and Horses Public House," and the Purchaser is not to require the consent of the tenants to such apportionment nor otherwise to require such rent to be legally apportioned, and as regards any other lots where any rents payable are apportioned or indemnified against, the Purchaser is to take subject to, or as the case may be, with the benefit of such apportionment or indemnity, either express or implied, as exists, and is not to make any objection or requisition in respect to the mode of apportionment, or the nature or form of the indemnity, nor to make any objection or requisition whatever in reference to any apportionment or indemnity, and where the rent mentioned in the Particulars is the whole or part of the rent payable for the lot sold and for other properties comprised in the same demise, but not included in the present sale, the Purchaser is to take the lot, subject primarily to payment of the rent mentioned in the particulars, and is by the conveyance to him to covenant to pay the same and to indemnify the Vendor against all claims in respect thereof, but the Vendor, being a trustee, is only to be required to convey free from, or subject to, any rent, as the case may be, and is not to be required to give any covenant for payment of or indemnity against any rent, nor to shew what (if any) other property may be subject thereto.

24.—Where no rent is payable in respect of a leasehold or part of a leasehold, the fact that the Vendor is in possession, or in receipt of the rent payable by the occupying tenant, and that no lis pendens is registered against the Vendor, shall be accepted as sufficient evidence that all rent (if any) accrued due under the lease has been paid, and that all the covenants and provisions thereof have been duly performed and observed up to the date of the actual completion of the purchase, and no evidence on this point is to be required.

25.—Abstracts or copies of such leases or demises as are in the possession of the Vendor, creating the terms for which the leasehold lots are sold, and also of the tenants' leases or agreements where they are in writing, can be inspected at the office of the Solicitors of the Vendor during a period of 14 days next preceding the day of sale, and in the Sale Room at the time of sale, and the Purchaser is to be deemed to have notice of all the contents thereof, and such notice shall not be affected by any partial or incomplete statement of those contents in the Particulars or these Conditions, and no objection or requisition is to be made in case it should appear that the covenants and provisions in any lease to an occupying tenant do not correspond to those contained in the superior leases and no objection is to be made on account of there being no agreement in writing with any tenant.

26.—Any recital or statement of any deed will or other document not in the possession of the Vendor which may be contained in any abstracted instrument dated 20 years or upwards before the day of sale, is to be accepted as sufficient evidence of the material contents and due execution of the document so recited or stated, and production of the original document is not to be required, nor is any enquiry, objection or requisition to be made in reference thereto.

27.—No objection is to be made on account of any document dated before the 16th May, 1888, being unstamped or not sufficiently stamped, and any such document which the Purchaser requires to be stamped or further stamped shall be procured to be so stamped by him and at his own expense.

28.—No further or other evidence is to be required of the identity of the several lots described in the Particulars with the property to which title is shewn by the abstract, besides such evidence (if any) as may be gathered from the descriptions in the documents abstracted, but the Purchaser is to be furnished at his own expense, if he so require, with a statutory declaration by some competent person that the lot or lots purchased by him have for twelve years or upwards next preceding the day of sale, been held and enjoyed in accordance with the title shewn thereto.

29.—All facts or matters appearing to be proved, or to be certified by the Chief Clerk, or to be stated in any Judgment or Order in the action in which this sale is made, are to be deemed thereby sufficiently and conclusively evidenced and the Purchaser is to assume that all necessary and proper consents preliminary to a sale have been obtained, and is not to require the concurrence in his conveyance of any persons beneficially interested, whose interest is merely an equitable interest.

30.—The Purchaser is to pay the balance of his purchase money after deducting the amount paid as a deposit into Court to the credit of this action, *Morris v. Morris*, 1872, M. No. 132. "Proceeds of the sale of Testator's Brewery and Wine and Spirit Stores, and premises held in connection therewith," on or before the 31st day of December, 1894, except that one moiety of the sum which shall be apportioned by the Judge as the purchase money of Lot 19, is to be paid to the person entitled to receive the same under an order of the Court, dated 7th August, 1893, and the other moiety is to be paid to the person appointed to receive the same under an order in Lunacy, dated the 15th day of December, 1893. The valuation money payable under these conditions in respect of Lots 1 and 2, shall be paid into Court in like manner within 14 days after the valuation is made, and if from any cause whatever the balance of the purchase money is not so paid in manner aforesaid, then the Purchaser making default is to pay interest thereon, and also interest on the amount of the valuation at the rate of 5 per cent. per annum, from the said 31st day of December, 1894, to the day on which the same is actually paid. If the Purchaser makes default in such payment the cost of any application by the Vendor to enforce payment shall be borne by the Purchaser unless the Judge shall otherwise direct. Upon payment of the balance of his purchase money in manner aforesaid (exclusive of the valuation money), the Purchaser is to be entitled to possession or to the rents and profits of the property as from the said 31st day of December, 1894, from which day all outgoings are to be paid by the Purchaser, and such rents, profits, and outgoings shall, if necessary, be apportioned by the Judge at Chambers.

31.—If the balance of the purchase money should be paid on or before the said 31st day of December, 1894, the Purchaser is to be let into possession of Lots 1 and 2, as a going concern, as from that day, and from that day is to become liable to discharge, and shall discharge all wages and other outgoings connected with the business and is to indemnify the Vendor against all liabilities and outgoings of the business as from that day, but if for any reason possession is not delivered to the Purchaser at the expiration of the day aforesaid the business on and from that day is to be carried on by or under the direction of the Vendor, at the risk and cost but for the benefit of the Purchaser thereof, until possession is delivered to him, and any question which may arise as to the balance due to or from the Purchaser in respect of the business and any other question which may arise in reference to carrying on the same is to be settled or decided by the Judge at Chambers.

32.—The Purchaser is to pay to the Vendor the proportionate part as from the day fixed for completion of the premium on any subsisting policy of fire insurance, the premiums on which are payable by the Vendor, and not by an occupying tenant, and is to be entitled to the benefit of such insurance, as from the date of the contract, but the Vendor is not to be bound to keep on foot any such insurance, nor to give to the Purchaser notice of any premium being or becoming due.

33.—The Vendor being a trustee, is to be required to give only the statutory covenant implied by reason of his being expressed to convey as trustee or under an order of the Court, and no other covenant for title is to be required.

34.—The Vendor is to retain all documents relating to any property not comprised in this sale, and to give at the cost of the Purchaser, if he requires it, a statutory acknowledgment of the right of the purchaser to production of documents so retained, and to delivery of copies thereof, but being a trustee, is not to be required to give any undertaking or covenant for safe custody thereof.

35.—If before the completion of the purchase the Vendor has expended money in complying with requirements in respect of any lot or lots enforceable against them, and made since the 1st day of June, 1894, by the Municipal Corporation, Local Board of Health, or other local authority of the borough or district within which such lot or lots are situated, whether as to paving, flagging, drainage or otherwise, the Purchaser of any such lot or lots is, on the completion of the purchase, to repay to the Vendor the amount so expended by him, and in case any such requirement shall not have been complied with before the completion of the purchase, the Purchaser is to covenant to indemnify the Vendor in respect thereof, and to charge the lot or lots purchased by him with such indemnity, but the Vendor is to inform such Purchaser of any notices received affecting any lot or lots, and to give him the option of complying therewith within a reasonable time. Lots No. 33 and No. 34 are sold subject to notices already given by the Local Board of Health in Makerfield, as to works in Bay Horse Street and Anderton Arms Street.

36.—If any error or misstatement should appear to have been made in the above Particulars, such error or misstatement is not to annul the sale or entitle the Purchaser to be discharged from his purchase, and if pointed out before completion compensation is to be made to or by the Purchaser, as the case may be, and the amount of such compensation is to be settled by the Judge at Chambers, but measurements and quantities are to be deemed correct, and are not to be the subject of compensation if incorrect.

LASTLY.—If the Purchaser should 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 other respects perform these conditions, his deposit money shall be forfeited to the Vendor, and an order may be made by the Judge upon application at Chambers for the re-sale of the property 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 after giving credit for the deposit.

Telephone:
460 Wigan.

Warrington Lane Brewery
and Aerated Water Works.

Wigan, 28th Jan 1915

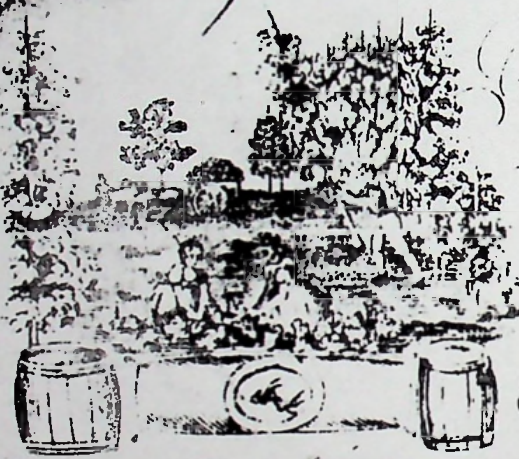
The Clerk to the
County Magistrates
Bolton.

Dear Sir, Will you kindly change the name of the
ownership of our house the 'Green Arms', Dant Hill,
at present occupied by Mr H. Ratcliffe from
the execs of Thomas Fairhurst (or perhaps you have
it James Fairhurst the name of the firm) to James
Ashton Fairhurst who has succeeded to the property.

Yours truly
John Wray
Manager

Wm. Ashurst

Hatfield near Hagen



Bev. of John Sumner

ALE & PORTER BREWER,

IMPORTER
LONDON

Dealer in Foreign & British Spirits,

Malt & Hops, Medicines & Chemicals

all sorts of
Essentials Compounds &c



WINES.

1886.

Dec 13 1/2

£. s. d. 4 0 0

Settled 3/26

J. Sumner

Wm. Dawson

1 13 0

ALBION BREWERY.

UNION STREET

A

B

C

WAREHOUSE

ACTON'S COURT

23

22

D

BREWERY

BOILER
HOUSE

COAL

18

17

E

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F

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BOTTLING

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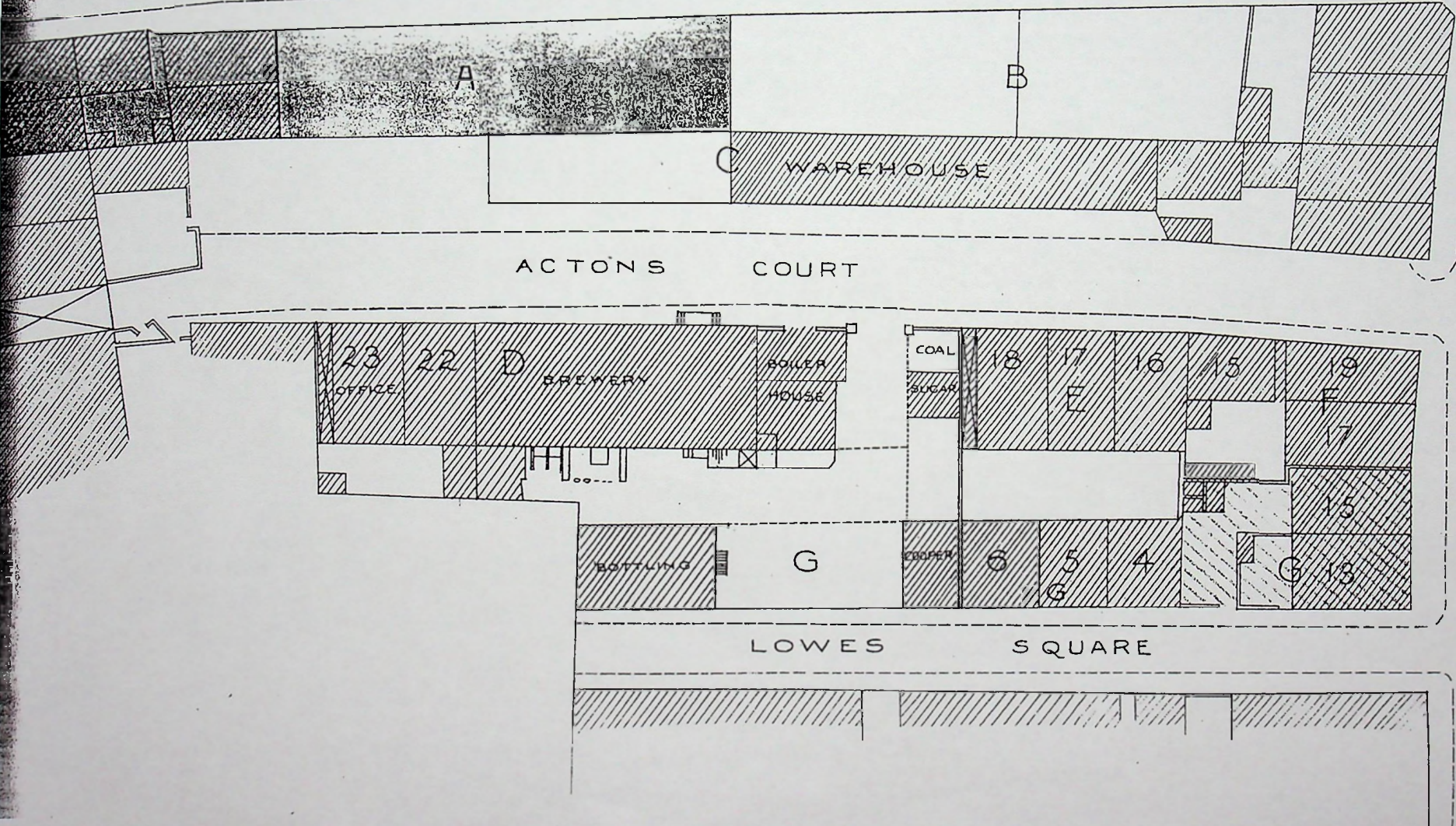
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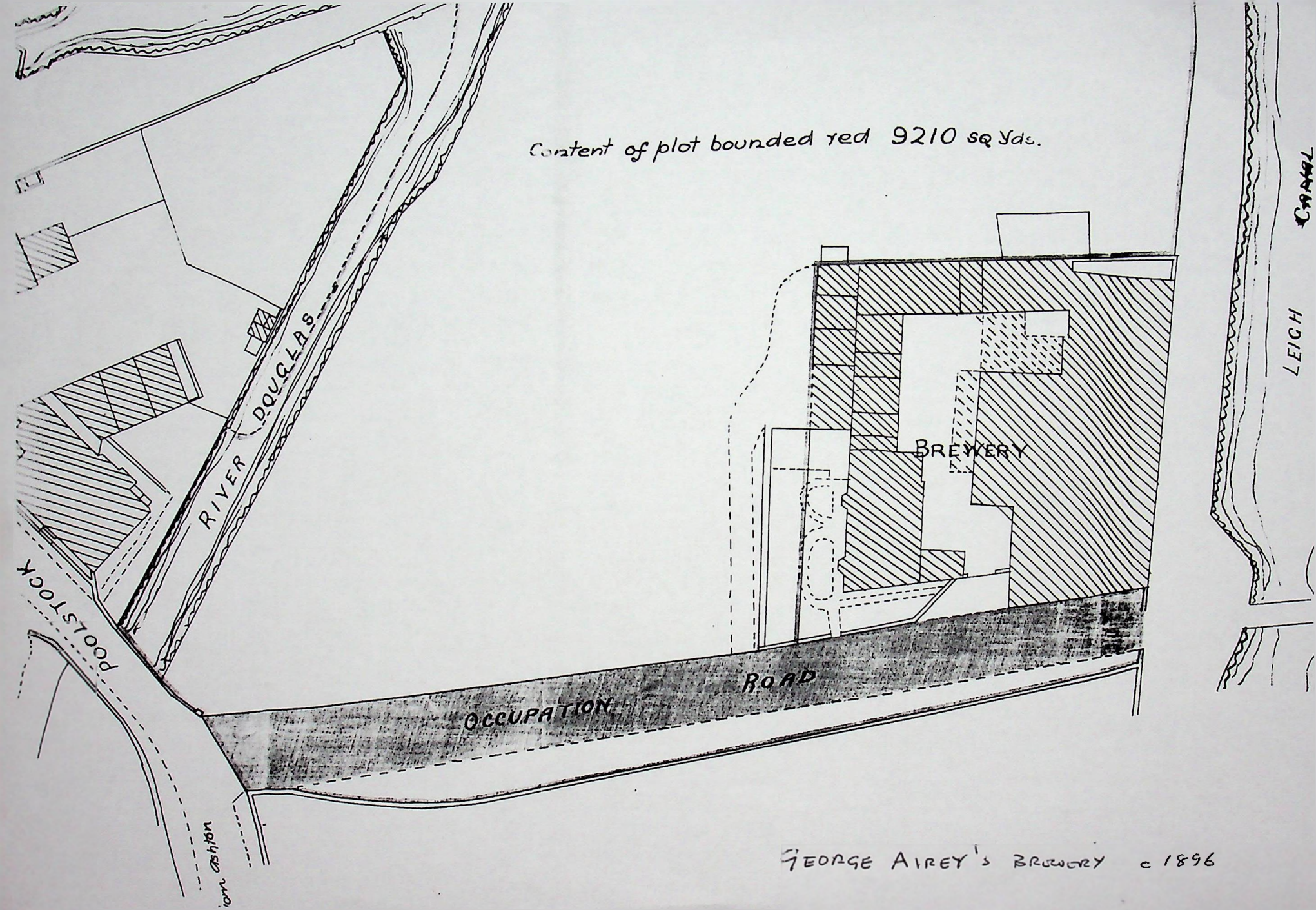
LOWES

SQUARE

HARDY BUTTS



Content of plot bounded red 9210 sq Yds.



GEORGE AIREY'S BREWERY c 1896