By Direction of Mrs. Hibbert.

NORTH DEVON.

NEAR BARNSTAPLE.

"Broadgate."



Solicitor

A. DONALDSON, Esq.

4, Bloomsbury Place, Bloomsbury Square,

LONDON, W.C. 1.

Auctioneers:

Messrs. RIPPON, BOSWELL & Co.

8, Queen Street,

EXETER.

NORTH DEVON.

The Broadgate Estate,

Pilton, near Barnstaple,

COMPRISING

A singularly-attractive COUNTRY MANSION, in Beautifully-timbered Grounds, including Two Conservatories, Lounge Hall, Four Reception Rooms, Twenty Bedrooms, and Gardener's Cottage; also TWO PICTURESQUE COTTAGE RESIDENCES, THREE OLD-FASHIONED DWELLING-HOUSES, TWO COTTAGES, and NINE ENCLOSURES OF RICH GRAZING LAND, with Farm Buildings, extending in all to

30 Acres,

To be offered by Auction, in one or more Lots, by Messrs. Rippon,

BOSWELL & CO.

AT THE IMPERIAL HOTEL, BARNSTAPLE.
ON FRIDAY, MAY 3RD, 1918,

At 3 p.m. precisely.

Solicitor:—A. DONALDSON, Esq., 4, Bloomsbury Place, Bloomsbury Square, London, W.C. 1.

Auctioneers:—Messrs. RIPPON, BOSWELL & Co., 8, Queen Street, Exeter.

GENERAL REMARKS.

SITUATION. The Property is situate on the outskirts of the Village of Pilton, $\mathbf{1}_{2}^{1}$ miles from the Market Town of Barnstaple and Station, L. & S.W. Railway, five miles from Braunton, seven from Saunton and the Sea, 39 from Exeter, within easy reach of Ilfracombe and several favourite spots on Exmoor and other places of interest on the North Devon and Somerset Coast.

SPORT. Excellent Salmon and Trout Fishing in the River Taw. Hunting with the Devon and Somerset Staghounds and Exmoor Foxhounds, Boating and Yachting on the Estuary, and Golf Links at Saunton.

RECOMMENDATIONS. The House is particularly well built, has unique situation, delightfully secluded and commands lovely views, with peeps of the Cotton Hills, Exeter Valley and the Sea. It possesses every amenity of a Town and Country Residence. The smaller Residences and Dwelling Houses are eagerly sought after, and offer inexpensive Country Homes, or excellent Investments. The Land is of a rich character, adjoining good roads, and of easy access to Town and Station.

The Property will be first offered for Sale as a whole, and if not so sold, in Lots as hereinafter described.

LOT 1.

(Coloured Pink on Plan.)

THE SINGULARLY ATTRACTIVE WELL-KNOWN

COUNTRY RESIDENCE,

CALLED

"Broadgate,"

OCCUPIES A DELIGHTFUL POSITION AND COMMANDS LOVELY VIEWS.



It is Brick-built, Stuccoed and Slated, with Verandah along the whole of the South front, with Camellia House at end, 50 ft. long; and possessing a very pleasing elevation of stately appearance.

The Principal Approach is

BY SHORT CARRIAGE DRIVE

On the East side, and there is also a Private Entrance from the North. The Accommodation, well-appointed, and conveniently arranged, includes:

On the Ground Floor.—HANDSOME CONSERVATORY, communicating with the North Entrance, through Cathedral Glass Panel Doors, to

SPACIOUS LOUNGE HALL,

With Oak Floors, Beamed Ceiling, and having Fireplace with Carved Overmantel,

PRINCIPAL OAK STAIRCASE,

With easy ascent to First Floor.

GARDEN ENTRANCE

On the East Side, with Flower Room and Organ Loft at side.

ELEGANT DRAWING ROOM,

About 24 ft. by 21 ft., excluding Oriel Bay Window, with Cathedral Glass Panels, Polished Oak Floors, and communicating with

CONSERVATORY, 30 FT. BY 12 FT.

On the East side.



THE LOUNGE HALL.

MORNING ROOM OR LIBRARY,

About 22 ft. by 15 ft., excluding Circular Bay Window, fitted with Handsome Mantelpiece.

DINING ROOM,

About 22 ft. by 18 ft., excluding Circular Bay Window, fitted with Serving Hatch.

N.B.—All the Reception Rooms communicate, and have Casement Windows, leading to the Verandah.

THE DOMESTIC OFFICES,

Well shut off, include Maid's Pantry, Large Kitchen with Range and H.P. Boiler, Cook's Pantry, Lobby at side, Scullery (hot and cold supplies), Housekeeper's Room with Cupboards, Servants' Hall, Butler's Pantry with hot and cold supplies, Cupboards, Fireproof Safe Room. In the Rear is Range of Buildings, forming Enclosed Yard with Tradesmen's Entrance, comprising Lavatory, Knife Room, Washhouse with Furnace, Large Secondary Kitchen with Range, Dairy with Slate Shelves, Larder, Store Room, Coal Shed, &c.

VAULTED CELLARAGE

Built out of the Rock, including Beer and Wine Cellars.

On the Top Floor.—Four Servants' Bedrooms, Boxroom, 12 ft. by 9 ft., 20 ft. by 15 ft., 18 ft. by 13 ft., 21 ft. by 21 ft., 10 ft. by 10 ft., 21 ft. by 15 ft.; China Pantry.

On the First Floor (West Wing).—Four Secondary Bed and Dressing Rooms, Maid's Workroom, 16 ft. by 15 ft., 15 ft. 6 in. by 16 ft.; Lavatory, Housemaid's Sink with hot and cold supplies.

On the Principal Landing, with Balcony and Cathedral Glass Panel Windows, are Seven Bed and Dressing Rooms, 21 ft. by 13 ft., 15 ft. 6 in. by 15 ft., 16 ft. by 15 ft., excluding Circular Bay, 19 ft. by 16 ft.; Two Lavatories.

In the Bachelor's Wing.—Lavatory, Bedroom, 19 ft. by 16 ft.; Dressing Room, Smoking Room, 19 ft. by 16 ft., with Handsome Chimney Piece and partly Polished Pitchpine Dado, communicating with Balcony on the West, descending to Rock Garden by Iron Stairway; Two Bedrooms, Bathroom (fitted hot and cold supplies), Secondary Staircase to Domestic Offices.

THE PLEASURE GROUNDS & GARDENS,

Extending to an area of about 21 Acres,

Form an attractive feature, and are designed and laid out with great skill and taste. They comprise Large Sweeping Lawns, sloping to the South, studded with choice specimens of Coniferous and Deciduous Trees, tastefully disposed and of graceful appearance, intersected by matured Shrubberies. On the West Side is a beautifully laid-out ROCK GARDEN, fully stocked with choice and rare plants, and intersected by Fish Pond, and Conservatory. At the extreme end, through a quaint Rustic Ivy-clad Archway with Castellated Porch at side, is a Garden which commands views down the Estuary, and contains the

FAMOUS LONGSTONE.

On the East Side of the House is a Terrace, covered with very fine Magnolia, and descending to the Gardens by stairway under bricked archway. On the extreme East, approached through Rustic Archways, are

TWO WALLED PROLIFIC FRUIT GARDENS,

Stocked with Choice Trees and Bushes, and include Three Forcing Houses, Tomato House, Potting Shed, Vinery, 90 ft. long; Range of Forcing Frames, 80 ft. long; Cucumber House, Peach House.

APPROACHED BY RUSTIC BRIDGE

Across sunken road is Productive Kitchen Garden, also stocked with Fruit Trees.

MODERN RED BRICK PICTURESQUE GARDENER'S COTTAGE,

Containing Porch, Sitting Room, 15 ft. by 15 ft.; Large Kitchen with Range, Wash House, Three Bedrooms.

RANGE OF BUILDINGS AT SIDE,

Including Poultry Houses, Store Shed, &c., with Yard and separate Entrance to Road.

N.B.—The whole of the former is enclosed by High Stone Wall, with sunken roads on the South, thus affording perfect seclusion.



GARDENER'S COTTAGE.

THE STABLING AND FARM BUILDINGS,

Well removed from the House, on the opposite side of the road, include Coach-house, Harness Room,

Three Loose Boxes, Two Cow Shippons, Three Piggeries, and Lofts over, Lavatory.

Company's Water and Gas.

The whole extends to an area of about **3** Acres, FORMING

A PARTICULARLY ATTRACTIVE RESIDENTIAL PROPERTY,

admirably suitable for a

CONVALESCENT HOME OR PRIVATE INSTITUTION.

The Property is Freehold, with the exception of a small portion of the Garden, which is held for the residue of a term of 500 years from 28th May, 1740.

The Land Tax is £4 7s. 9d., and there are two annual charges of 10s. and 12s. respectively, payable to the Poor of Chawleigh and Barnstaple, and an acknowledgment rent of 3s. per annum for the right of resting a building on a wall.

The Commuted Tithe Rent Charge apportioned to this Lot is 13s. 9d.

Vacant Possession on Completion.

(Coloured Blue on Plan.)

ALL THAT ENCLOSURE OF

Rich Meadow Land,

Adjoining Lot 1,

Numbered Part 91 on Ordnance Plan, and extending to an area of

3 a. 3 r. 28 p.

Let to Mr. F. Elliott on a yearly Lady-day Tenancy at the extremely low rental of £16 per annum.

The Commuted Tithe Rent Charge apportioned to this Lot is £1 2s. 6d.

LOT 3.

(Coloured Yellow on Plan.)

ALL THAT PARCEL OF LAND

KNOWN AS

The Pilton Bowling Green,

Being Part of No. 91 on Ordnance Plan, and extending to an area of about

2 R. 5 P.

Let to the Pilton Bowling Club for a term of seven years from September 29th, 1911, at the rental of £9 per annum.

The Commuted Tithe Rent Charge apportioned to this Lot is 2s. 6d.

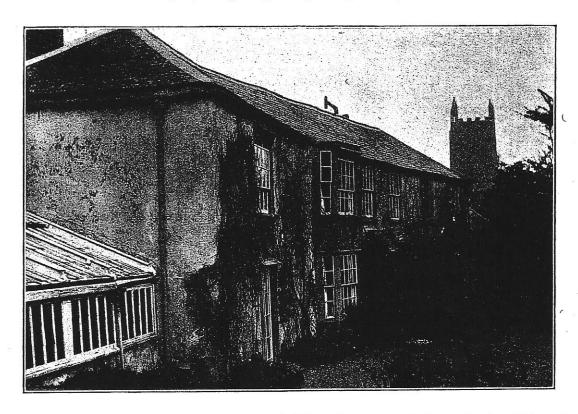
(Coloured Orange on Plan.)

The Picturesque Old-Fashioned Cottage Residence,

CALLED

"PILTON COTTAGE,"

Adjoining "Broadgate Gardens,"



With South aspect, and occupying a delightfully secluded position, approached by Carriage Drive, through handsomely designed Iron Gates, dated 1805 and 1824, contains

On the First Floor.-Four Bedrooms, Study, Lavatory.

On the Ground Floor.—Drawing Room, 30 ft. by 12 ft., communicating by Folding Doors with Dining Room, 13 ft. by 12 ft.; Excellent Domestic Offices, including Kitchen, Scullery, Larder, Coal Cellar and Yard in the Rear.

THE OLD-WORLD GARDEN

Includes Shady Lawn and Flower Gardens.

In the occupation of Mrs. Snell for a term of seven years from September 29th, 1915, at the low rental of £25 per annum.

This Lot is held, as to part, for a term of 1,000 years from about 29th September, 1734 and as to the residue, for a term of 2,000 years from about 26th June, 1710.

Land Tax, 10s. 10d.

(Coloured Brown on Plan.)

ALL THAT WELL-BUILT

Freehold Cottage,

Stuccoed and Slated,

CALLED

No. 3, LAKE COTTAGES,

CONTAINING

Sitting Room, Kitchen, Larder, Three Bedrooms,

YARD AT THE REAR WITH WASH-HOUSE.

In the occupation of Mr. Ernest Abbott, on a Quarterly Tenancy, at the Rental of £10 11s. per annum.

Landlord paying Outgoings, except Water Rate.

Land Tax apportioned 4s.

150

LOT 6.

(Coloured Green on Plan.)

ALL THAT WELL-BUILT

Freehold Cottage,

Stuccoed and Slated,

CALLED

No. 4, LAKE COTTAGES,

Containing Sitting Room, Kitchen, Two Bedrooms,

YARD WITH WASH-HOUSE IN THE REAR.

In the occupation of Miss Kempe, on a Quarterly Tenancy, at the Rental of £8 per annum.

Landlord paying Outgoings, except Water Rate.

Land Tax apportioned 2s. 11d.

(Coloured Yellow on Plan.)

ALL THAT WELL-BUILT, PLEASANTLY SITUATE

Freehold Dwelling House,

Stuccoed and Slated,

CALLED

No. 1, BELLAIRS,

(No. 3 Bellairs.)

(No. 1 Bellairs.)



Containing Porch, Entrance Passage, Two Sitting Rooms, Kitchen, Scullery, Six Bedrooms, Bathroom, Lavatory,

LARGE FRONT AND BACK GARDENS.

In the occupation of Mr. John Edger for a term of eight years from Michaelmas, 1910, at the Rental of £20 'per annum. Tenant paying Rates.

The Commuted Tithe Rent Charge apportioned to this Lot is 2s. 111d.

Land Tax apportioned 10s. 10d.

LOT 8.-(SOLD.)

(Coloured Blue on Plan.)

ALL THAT WELL-BUILT

Double-Fronted Creeper-Clad Dwelling House,

Stuccoed and Slated,

CALLED

No. 3, BELLAIRS,

And containing Tiled Entrance, Passage, Two Sitting Rooms, Kitchen with Range and Boiler, Larder,
Dairy with Pump, Coal House, Wash House with Furnace, Tool Shed, Lavatory,
Four Bedrooms,

LARGE FRONT AND BACK GARDENS.

In the occupation of Mr. F. Abbott, on Quarterly Tenancy, at the extremely low Rental of £15 per annum. Tenant paying Outgoings.

Land Tax apportioned 8s.

(Coloured Green on Plan.)

AN EXTREMELY ATTRACTIVE,

Old-Fashioned Country House, Picturesque

"FAIRFIELD" (formerly known as BROADGATE VILLA),



With South aspect, commanding home and distant views, having Verandah with Balcony over, and approached by Carriage Drive, and screened from the road by high wall.

It contains Handsome Oval-shape Adams' Entrance Hall with Spiral Staircase and Domed Ceiling, about 18 ft. wide, leading to Balcony; Dining Room, 24 ft. by 15 ft., with Casement Windows, communicating with Study, 12 ft. by 15 ft.

On the First Floor.—Drawing Room, 25 ft. by 17 ft.; Four Bedrooms, 21 ft. by 15 ft., 16 ft. by 15 ft., with Casement Windows, communicating with Balcony, 17 ft. by 16 ft., 19 ft. by 18 ft.; Workroom, Fitted Bathroom and Lavatory.

On the Top Floor.—Three Bedrooms, Store Room, Box Room, Secondary Staircase and Excellent Domestic Offices, well shut off, including Kitchen with Range and H.P. Boiler, Butler's Pantry with Glazed Sink (hot and cold) and serving Door, Larder. There are also Photo Studio, Wine and Beer Cellars and Lavatory.

Tradesmen's Entrance. Back Yard and Outbuildings. Company's Water and Gas.

The Gardens include Lawn with Flower Beds, studded with Fine old Elm Trees, Productive and Prolific Fruit and Vegetable Garden at the side.

Included with this Lot are the Range of Substantial Buildings, situate on the East side,

Including Wash House, Workshop, Poultry Houses, Two Summer Houses and Piece of Garden adjoining. The Buildings are admirably suitable for conversion into Stabling, and the additional Land will be a great acquisition to the Property.

The House and Garden are let to the Misses Reddie for a term of seven years and three months

from the 25th of March, 1916, at the Rental of £55 per annum. The Range of Buildings and Piece of Garden now in hand are of the estimated Rental value of £15.

The Purchaser of this Lot will be called upon to erect a substantial Fence between the points marked "A. B." and "C. D." on Plan.

Land Tax apportioned £1 4s. 5d.

The Commuted Tithe Rent Charge apportioned to this Lot is 3s.

The Gas Fittings are the property of the Tenants

The Gas Fittings are the property of the Tenants.

d'sille 23BC

(Coloured Orange on Plan.)

ALL THAT PIECE OF

MEADOW LAND.

Being Part of No. 92 on Ordnance Plan, and containing an area of about

1 R. 26 P.

Let, together with other Lands, to G. Chichester, Esq., on a yearly Lady-day Tenancy at the apportioned Rental of £1 15s.

The Commuted Tithe Rent Charge apportioned to this Lot is 3s.

LOT 11.

(Coloured Brown on Plan.)

ALL THAT VALUABLE HOLDING

COMPRISING

Rich Grazing Land and Plantation,

BOUNDED BY THE BRADIFORD WATER, TOGETHER WITH THE

Substantially-built Farm Buildings, with Frontage to Bellair, including Large Workshops and Lofts over, Cart Shed, Tool Shed, and Gardens, the whole extending to an area of about

6 a. O r. 3 p.

As more particularly described in the following Schedule:-

No. on Plan.	C	ultivation.	distance	Area.	Total Area.	Rent.			Remarks.	
Pt. 93a 93 94 95	Buildings, Meadow Meadow Meadow Woodlands	•••	Gar 	den	A. 681 1.654 2.545	A. 330 4.880 810	£ 20		d. 0	Estimated, in hand. Possession or completion. Apportioned. Let, together with other Lands, to Mr. Felix Abbott, on a yearly Lady-day Tenancy. Estimated, in hand. Possession on completion.
÷	4 00					A. 6.020	£38	15	0	

There are also a Brick and Tiled Cow Linhay and an Open Cattle Linhay in the Field, included with this Lot.

The Commuted Tithe Rent Charge apportioned to this Lot is £2 7s. 9d.

N.B.—Lots 9, 10 and 11 will be first submitted as one Lot. The whole forming an extremely attractive Residential Property.

(Coloured Neutral on Plan.)

ALL THOSE

Two Enclosures of Valuable Meadow Land,

With Frontages to Northfield Lane and Bradiford Water, extending to an area of about

2 A. 1 R. 26 P.,

As more particularly described in the following Schedule:-

Ordnance No.		Area.	Rent			Remarks.		
66 97 Pt. 67	Meadow Meadow Plantations	 		 A. 1 [.] 891 [.] 461	£ 7	s. 5 7	d. 0	Apportioned. Let, together with other Lands, to Mr. Felix Abbott, on a yearly Lady-day Tenancy. In band. Estimated.
				A.2·412	£7	12	0	

The Commuted Tithe Rent Charge apportioned to this Lot is £1 75. 4d.

Part of this Lot is Long Leasehold, held for the residue of a term of 1,997 years from about May, 1613.

LOT 13.

(Coloured Neutral on Plan.)

All that Valuable Enclosure of Grazing Land,

Being Part of No. 92 on Ordnance Plan, together with the

SUBSTANTIALLY-BUILT STABLING AND LOFT OVER,

Extending to an area of about 2 A. O R. 3 P.

And together with Roadway to Bradiford Road.

Let, together with other Lands, to G. Chichester, Esq., at the apportioned Annual Rental of £8 5s. on a Yearly Lady-day Tenancy.

The Commuted Tithe Rent Charge apportioned to this Lot is 19s. 9d.

This Lot is sold subject to Lot 14 having right of access over Roadway.

300

325

N.B.—Lots 14 and 15 will be first submitted as one Lot.

LOT 14

(Coloured Blue on Plan.)

ALL THAT ENCLOSURE OF

PASTURE LAND,

Being No. 70 on Ordnance Plan, bounded by the Bradiford Water, and having Right-of-Way to
Bradiford Road, together with the

Substantially-Built Farm Buildings,

COMPRISING

Cow Linhay for 13 Head, Cart Shed and Yard, extending to an area in all of about

3 a. 3 r. 26 p.,

Let, together with other Lands, to G. Chichester, Esq., on a Yearly Lady-day Tenancy, at the apportioned Annual Rental of £16 15s.

The Commuted Tithe Rent Charge apportioned to this Lot is £1 16s. 11d.

LOT 15.

(Coloured Yellow on Plan.)

ALL THAT ENCLOSURE OF

PASTURE LAND,

Being No. 69 on Ordnance Plan, bounded by the Bradiford Water, and having Entrance from Bradiford
Road, and extending to an area of about

3 A. 2 R. 3 P.,

Let, together with other Lands, to G. Chichester, Esq., on a Yearly Lady-day Tenancy, at the apportioned Annual Rental of £15 5s.

The Commuted Tithe Rent Charge apportioned to this Lot is £1 12s. 4d.

Lot 15 is Long Leasehold, held for the residue of a term of 1,997 years from about 16th May, 1613.

MEMORANDUM.

IT IS HEREBY AGREED AND DECLARED that

has this day purchased by Public Auction Lot described in the within contained Particulars (subject to the within contained Special Conditions and the General Conditions of the Devon and Exeter Law Association) at the respective prices of £ as a deposit and in part payment of the purchase-money, and that the Sale and purchase shall be completed in accordance with the said Conditions.

Dated the			218	day -of	3	,	*	1918.
Purchase Money			£	:	:		=	
× .				200	•			4.
Deposit	•0.•0	• . • .	£	, I	:			
Contract Fees	• •	• •	£	: ×	:			0
Auction Fees		*:*:	£	į	:			
			£	:	:			

the Purchaser.

Agents for the Vendor.

CONDITIONS OF SALE.

The Property is offered subject to the General Conditions of the Devon and Exeter Law Association, a copy of which will be produced at the Sale, and can be seen at the Offices of the Vendor's Solicitors at any time prior thereto, and to the following

SPECIAL CONDITIONS.

- (i.) The Auctioneers are Messrs. Rippon, Boswell & Co., of No. 8, Queen Street, Exeter.
 (ii.) The Vendor's Solicitor is Archibald Donaldson, Esq., of 4, Bloomsbury Place, in the County of London (W.C. 1).
 - (iii.) The Referee is George Boswell, of the firm of Messrs. Rippon, Boswell & Co.
 - (iv.) The completion day shall be the 24th day of June, 1918.
- (v.) The Bank to receive the purchase-money shall be MESSRS. CHILD & Co., I, Fleet Street, London, E.C. 4.
- 2. (i.) The Fixtures usually denominated Tenants' Fixtures on Lot I, a list of which may be seen on any day prior to the day of Sale between the hours of II and 4 at the Offices of the Auctioneers, or in the Sale Room at the time of Sale, shall be taken and paid for by the Purchaser of that Lot, or of the Estate if sold as a whole, at a price to be named at the Auction.
- (ii.) The Oak Panellings on Lot I are not included in the Sale, but the Purchaser of that Lot, or of the Estate if sold as a whole, may take the same at a valuation on giving notice in writing of his desire in that behalf to the Vendor's Solicitor within 14 days after day of Sale.
- (iii.) The Purchasers of Lots 2 and 3 and 10 to 15 inclusive are to take and pay for the Timber on such respective Lots at prices to be named at the Auction. This Condition applies to the Estate as a whole if sold as a whole or to any aggregation of the above-mentioned Lots which may be sold together.
- 3. (i.) The Abstracts of Title to the several Lots or parts of Lots are to commence with the several instruments, particulars of which are in the second and third columns of the subjoined table set opposite the numbers of the several Lots in the first column of such Table.

TABLE.

		-	
No. of Lot.	Date of Instrument.	Nature of Instrument.	Tenure.
Lot 1 (Greater Part)	1871, August 21st	Deed of Gift	All Freehold except a small part of the Garden which is held for a term of 500 years from about 28th May, 1740.
Lot 1 (Residue) Lot 2 (Part) Lot 2 (Residue)	1873, December 26th 1871, August 21st 1871, August 21st	Conveyance on Sale Deed of Gift Deed of Gift	Freehold. Freehold. Leasehold for a term of 1,997 years from about 16th May,
Lot 3 Lot 4	1871, August 21st 1871, August 21st		Freehold. Part is Leasehold for a term of 1,000 years from 29th September, 1734, and the residue is Leasehold for a term of
Lots 5 and 6	1892, September 29th	Assignment on Sale of a term of 1,000 years and Enlarge-	2,000 years from about 26th June, 1710. Freehold.
Lots 7 and 8	1876, August 22nd	ment into a fee simple Assignment on Sale of terms of 2,000 years, since enlarged into a fee simple	Freehold.

No. of Lot.	Date of Instrument.	Nature of Instrument.	Tenure.		
Lot 9 (Part) Lot 9 (Further Part) Lot 9 (Residue)	1871, August 21st 1872, September 27th 1913, October 2nd	Conveyance on Sale Conveyance on Sale under Glebe Lands Act, 1888, with consent of Board of Agri-			
Lot II (Part) Lot II (Residue) Lot I2 (Part)	1871, August 21st 1890, February 7th	Deed of Gift Conveyance on Sale Deed of Gift Conveyance on Sale	Freehold. Freehold. Freehold. Freehold. Freehold. Leasehold for term of 1,997 years from about 16th May,		
Lot 13 Lot 14 (Part) Lot 14 (Residue) Lot 15	1871, Aug. 2nd	Conveyance on Sale	I613. Freehold. Freehold. Freehold. Leasehold for term of 1,997 years from about 16th May, 1913.		

- (ii.) The Purchaser shall not found any objection or requisition on the fact that the above-mentioned Indenture of the 21st day of August, 1871, was a Deed of Gift, but shall assume as the fact was, that the donor was at that time amply solvent and never afterwards dealt or attempted to deal with the Property comprised in such Indenture. One of the parties concurring in the Sale is abroad on active service. He will execute the Conveyances to the various Purchasers or a Reconveyance of the Property to the Vendor by Attorney. No objection shall be taken on that ground nor on the ground that the Power of Attorney is a voluntary one.
- (iii.) The Vendor has not the original or any copy of any of the Indentures creating the several terms of years mentioned in the above Table except the term of 1,000 years for which part of Lot 4 is held, and the Purchasers of the other Lots which, or parts of which, are or were formerly held for terms of years shall not be entitled to an abstract or to production of such Indentures respectively or make any objection or requisition with respect thereto or require any information with regard to such terms which is not in the Vendor's possession. The Purchaser of Lot 4 shall be bound by this Condition except that he shall be entitled to an abstract and production of the document creating the said term of 1,000 years. The dates or approximate dates of the commencement of certain of the said terms are stated in the above Table to the best of the Vendor's knowledge, information and belief, and the exact dates of the commencement of the other terms mentioned in the said Table are unknown to the Vendor, and no objection or requisition is to be made on the ground of any uncertainty as to the period for which any term has still to run. As regards Lots 5, 6, 7 and 8 it shall be assumed unless the contrary appears that the terms were duly enlarged into a fee simple and no objection shall be made by the Purchasers of Lots 5 and 6 on the ground of the enlargement having been contained in the same Indenture as the Assignment on Sale of the term. It is believed that all the other terms mentioned in the said Table are free of rents and covenants and of any proviso for re-entry and a statutory declaration on this point can be included in the declaration offered by General Condition 16.
- (iv.) The part of Lot I comprised in the Conveyance of the 26th December, 1873, from two tenants for life and a remainderman and it shall be assumed that any succession duty which became payable on the deaths of such respective tenants for life has been paid, and no objection or requisition shall be made with respect thereto.
- (v.) The usual memorandum of acknowledgment by a married woman endorsed on a deed dated upwards of 30 years prior to the day of sale shall be taken as conclusive evidence that such deed was duly acknowledged without production of an office copy of the certificate of acknowledgment.
- (vi.) The Vendor is not to be required to distinguish the parts of any Lot held under different titles nor to distinguish the freehold from the leasehold part of any Lot.
- 4. The Counterparts or Abstracts or copies of the Leases or of the Agreements (if in writing) under which the Tenants hold and particulars of all consents or notices given or received by the Landlord with respect to improvements under the Agricultural Holdings Acts can be inspected at the Office of the Vendor's Solicitor during a period of 14 days next preceding the day of Sale or in the Saleroom at the time of Sale, and the Purchaser is to be deemed to have notice of all the contents of the said

Leases and Agreements and of the terms of the tenancies and of the rights of the Tenants, and such notice shall not be affected by any partial or incomplete statement in the Particulars with reference to the tenancies, and no objection is to be made on account of there not being an agreement in writing with any Tenant.

- 5. The Vendor is to have the right at any time before completion of the purchase to hold a Sale by Public Auction in or upon the Mansion House and premises comprised in Lot I of the furniture and effects in, about, or belonging to the said Mansion House, and also if the Oak Panellings are not taken by the Purchaser to remove the same, and the Purchaser is not to be allowed any compensation in respect of any damage to or deterioration of the premises which may be incidental to the holding of such Sale or to the removal of the said Oak Panelling.
- 6. The Purchaser of Lot 9 is in the Conveyance to him to covenant with the Vendor forthwith to erect and for ever afterwards to maintain a substantial fence between the points marked "A. B." and "C. D." on the Sale Plan.
- 7. As regards any Lot or part of a Lot which is now or before completion shall come into the possession of the Vendor the Vendor reserves the right to the use of the grazing and to cut and sell all the growing crops, fruit and vegetables up to the time when the Purchaser is let into possession.
- 8. The several Lots are sold and will be conveyed subject to the existing Leases and Tenancies and all allowances to and claims for compensation and other rights of the Tenants and to all easements and outgoings affecting the same respectively which are specifically mentioned in the Particulars, and to all apportionments of rent and outgoings stated in the Particulars, and each Lot is sold subject to all quit, chief and other rents, incidents of tenure, rights of way, light, drainage and other easements (if any) affecting the same or now enjoyed with or reputed as appurtenant to any of the other Lots and not specifically mentioned in the Particulars, and to all rights of adjacent owners and to any subsisting liability to maintain and repair walls, fences, river banks, roads, streets, sewers, and drains, and each Purchaser is to accept the apportionments of rent and outgoings stated in the Particulars of the Lot or Lots purchased by him, and is not to require any legal apportionment of any rent or outgoing or any indemnity against any part thereof which ought to be borne by other property nor to call for any evidence not in the Vendor's possession as to the origin of creation of any outgoing or the identity of the lands charged with the payment thereof or as to the origin of creation of any easement affecting any Lot.
- 9. With regard to roads, walls or other boundaries of any Lot the Vendor sells only such estate and interest (if any) as she may have therein and without being under any obligation to specify the existence, extent or nature of such estate and interest or to convey such estate and interest in express terms. The Vendor shall not be required to decide between different Purchasers or to state or give any information as to the ownership of any road, wall or other boundary nor to insert in any Conveyance any reference thereto or to the rights of any Purchaser therein.
- To. A Purchaser shall be entitled as from the date of the Sale to the benefit of any subsisting policy of fire insurance affecting any Lot purchased by him, the premiums on which are payable by the Vendor and not by an occupying Tenant, subject to the terms of the policy and to the consent of the Office and to the Purchaser paying a proportionate part as from the date aforesaid of the current premium, but the Vendor is not to be bound to keep on foot any such policy nor to give to any purchaser notice of any premium being or becoming due.
- II. The several Lots are believed to be and are to be taken as correctly described, and the outgoings are to be taken as correctly stated, and any incorrect statement, error or omission found in the Particulars or these Conditions is not to annul the Sale nor entitle a Purchaser to be discharged from his purchase, and neither the Vendor nor any Purchaser shall claim or be allowed any compensation in respect thereof. In particular the quantities as stated in the Particulars which have been taken from the Ordnance Survey (Edition 1885) are to be deemed correct, and no objection or requisition shall be made on account of any discrepancy between old and present quantities.

PARTICULARS.

Stipulations,

(Forming part of Conditions of Sale.)

FIXTURES. The Fixtures, usually denominated as Tenant's Fixtures, on Lot I, a list of which may be seen at the Offices of the Auctioneers, shall be taken and paid for by the Purchaser at a price to be named at the Auction.

The Oak Panellings on Lot I are not included in the Sale, but may be taken at a valuation, if desired.

TIMBER. The Timber will be included in the Sale, with the exception of Lots 2, 3, 10, 11, 12, 13, 14 and 15. The Purchasers of these Lots shall take and pay for all Growing Timber at a price to be named at the Auction.

TITHE RENT CHARGES, RENTS, &c. The sums understood to be payable by the Landlord for Tithe and Land Tax have been apportioned for the purpose of Sale, but the Vendor shall not be required to guarantee the accuracy of the sum stated or give any legal effect to such apportionment. Where two or more Lots are now held by one Tenant, the rents have been divided by way of apportionment between the several Lots, regard having been taken to the quality and quantity. They are described as apportioned, but the consent of the Tenants to such divisions shall not be required, nor shall any legal apportionment be required to be made or shewn.

QUANTITIES AND PLAN are taken from the Ordnance Survey. They are believed to be correct, and shall be so accepted both by Vendor and Purchaser, and no error or misstatement shall annul the Sale. The Plan is intended to facilitate identification only, and shall not enlarge or abridge the descriptions of the several Lots.

FENCES. The T T are placed on the side of the Boundary Fences to which they are believed to belong, but their ownership is not guaranteed.

The Vendor reserves the right to hold a Sale of Furniture and Effects upon the premises at any time previous to the date given for completion.