

FINAL EDITION.

By Direction of The Right Hon. Lord Rendlesham.

EAST SUFFOLK.

Illustrated Particulars, Plans
and Conditions of Sale

of the

Important Freehold Agricultural Properties,

Forming the Outlying Portions of the

RENDLESHAM ESTATES,

Lying in the Parishes of

PETTISTREE, HOLLESLEY, ALDERTON, BOYTON, RAMSHOLT,
KESGRAVE, RUSHMERE ST. ANDREW, CLOPTON, DEBACH,
OTLEY, CRETINGHAM, MONEWDEN, FRAMSDEN, ASHFIELD,
EARL SOHAM, UFFORD, BRANDESTON, BADINGHAM, CRANSFORD,
BRUISYARD, RENDHAM, DALLINGHOO, BREDFIELD, FRAMLING-
HAM, PARHAM, GREAT GLEMHAM and WICKHAM MARKET,

and extending in all to about

5,852 acres.

Which will be Sold by Auction by Messrs.
KNIGHT, FRANK & RUTLEY,
on TUESDAY, 14TH JULY, 1914, at THE
PUBLIC HALL, IPSWICH, at THREE o'clock
precisely.

Solicitors - - Messrs. JANSON, COBB, PEARSON & CO., 22 College Hill, Cannon Street, London, E.C.

Land Agent - H. G. PAPILLON, Esq., Rendlesham Estates Office, Woodbridge, Suffolk.

Local Agents to the Auctioneers - Messrs. ROBERT BOND & SONS, 6 Butter Market, Ipswich.

Auctioneers - Messrs. KNIGHT, FRANK & RUTLEY, 20 Hanover Square, London, W., and 100 Princes Street, Edinburgh.

General Notes.

THE AGRICULTURAL PROPERTIES described in the following Particulars are situated in East Suffolk, and all lie within a radius of about Ten miles of Wickham Market.

They vary in size from 72 to 461 acres, and are mainly good Corn, Sheep and Stock Farms. The Homesteads are well placed, and sheltered by trees, whilst there are many with excellent Coverts and having well-grown hedgerow Timber, mostly ripe for felling.

The Farms are in a good state of cultivation, and the Tenants are all practical Farmers of high standing, many having been in occupation for a number of years.

Most of the holdings are within easy reach of Ipswich, whilst Markets are also held at the following towns:—

WOODBRIDGE, Thursday, Corn and Cattle.

SAXMUNDHAM, Wednesday, Corn.

FRAMLINGHAM, Saturday, Corn.

HALESWORTH, Tuesday, Corn.

Hunting may be enjoyed with the Essex and Suffolk Foxhounds, the Suffolk Foxhounds, and the Easton Harriers.

There are fine 18-hole Golf Courses at Bromeswell, near Woodbridge, Aldeburgh and Felixstowe, and good Links (18 holes) at Rushmere, Ipswich.

All the Farms are Let on Michaelmas (11th October) Tenancies, and are from year to year, except where otherwise stated in the Particulars.

The Agreements, where in writing, may be inspected by appointment at the Rendlesham Estates Office one month prior to the date of Sale.

The Sporting (except where otherwise stated) is included in the letting.

The Lots may all be viewed at reasonable times, and motor cars may be hired from Mr. E. L. Stannard, of Eyke, who will meet applicants at Wickham Market Station on receipt of a post card, or from the Crown Hotel, Woodbridge.

Stipulations.

(Which shall be deemed part of the Conditions of Sale under which the Properties are offered.)

1. The Properties will be offered in Lots, subject, however, to the right of the Auctioneer to alter, withdraw or amalgamate any Lots, or change the order in which they are offered.
2. The growing Timber, Timber-like Trees, and such Underwoods and Fixtures as are the property of the Vendor will be included in the Sale. No Tenant's Fixtures nor any erection the property of a Tenant will be included in the Sale.
3. The Sale is subject to the existing Tenancies, Rights-of-way, and Water, and all Easements and Outgoings, if any, affecting the Property.
4. The Particulars and Plans herein are believed to be correct, but, together with the quantities and state of cultivation as set forth in the Schedules, are furnished for the convenience of Purchasers only, and their accuracy is not guaranteed, and intending Purchasers must satisfy themselves as to the correct Boundaries, Areas and present state of cultivation, and particularly in regard to Land described as Meadow or Pasture, as no guarantee is given that such Meadow or Pasture is permanent, and any claim by a Tenant in respect thereof, or for Buildings erected or Improvements, must, if sustained, be settled by the Purchaser.

SUMMARY OF LOTS.

LOT No.	PLAN No.	HOLDING.	TENANT.	No. OF COTTAGES.	ACREAGE.	RENTAL.			OUTGOINGS, 1914.		
						£	s.	d.	£	s.	d.
1	1	Fiddler's Hall, Cransford ...	Mr. J. R. Mann ...	—	90.085	73	0	0	21	18	0
2	"	West Farm, " ...	Mr. G. Mann ...	2	141.305	87	12	0	29	19	2½
3	"	Small Holding, " ...	Ditto ...	2	3.485	16	0	0	0	14	8½
4	"	Rookery Farm, Framlingham ...	Mr. J. Larter } ERROR ...	2	146.822	99	11	0	21	11	3¾
5	"	Oak Farm, Parham ...	Ditto ISAAC } CONFIRMED ...	—	92.261	70	0	0	19	16	5½
6	"	Moat Farm, Badingham ...	Mr. C. Chambers ...	—	154.262	90	0	0	30	10	3½
7	"	Colston Hall, " ...	Mr. William Chambers ...	3	289.567	243	0	0	69	10	9½
8	"	Arable Field, " ...	Ditto ...	—	7.984	7	0	0	1	19	10¾
9	2	Poplar and Poplar Grove Farms, Clopton ...	Mr. F. G. Taylor ...	1	176.154	100	0	0	47	11	8½
10	"	Moat Farm, Clopton ...	Mr. P. J. Cutting... ..	2	118.735	100	0	0	32	9	4¾
11	"	Villa Farm, Otley ...	Mr. G. Runnacles... ..	2	117.519	110	0	0	32	15	11½
12	"	Land, " ...	Ditto ...	—	34.297	25	0	0	8	7	2¾
13	3	Rookery Farm, Cretingham ...	Mr. W. D. Wilson ...	14	456.929	518	0	0	119	6	4½
14	"	Bell Farm, " ...	Ditto ...	3	99.390	90	0	0	25	4	3¼
15	"	Sparkes Farm, " ...	Mr. J. D. Wilson... ..	2	172.869	143	0	0	46	13	2½
16	"	Arable Field, " ...	Ditto ...	—	6.123	5	0	0	1	16	11½
17	"	Pasture Land, " ...	Ditto ...	—	6.673	7	0	0	1	5	9
18	"	Moat Farm, " ...	Mr. A. Turner ...	—	112.844	120	0	0	29	16	9¼
19	"	Yew Tree Farm, " ...	Mr. G. Mannoll ...	2	274.485	285	5	0	62	4	10¼
20	"	Hill Farm, Monewden ...	Mr. C. J. Mays ...	—	72.973	71	0	0	18	12	6¼
21	"	Cottages, Kittle's Corner ...	Various ...	—	.457	15	0	0	0	7	6
22	"	Pair of Cottages, " ...	Ditto ...	—	.338	7	0	0	0	3	0
23	"	Arable Land, " ...	Mr. C. J. Mays ...	—	2.931	2	10	0	0	17	1¾
24	"	" " " ...	Various ...	—	11.135	11	5	0	2	15	1
25	"	Hill House Farm, Brandeston ...	Mr. D. H. Wightman ...	2	182.951	100	0	0	42	19	10
26	4	Bell Farm, Kesgrave ...	Mr. J. H. Dawson ...	6	265.266	254	0	0	5	19	8½
27	5	Cedars Farm, Hollesley ...	Mr. J. J. Smith ...	2	314.954	317	5	0	87	8	7¼
28	"	Virtue's Farm, " ...	Ditto ...	3	301.739	283	14	0	72	5	9
29	"	Cottage No. 111, " ...	Mr. E. Andrews ...	—	.123	4	0	0	0	2	6
30	"	Small Holding, " ...	Mr. W. E. Lennard ...	—	31.973	32	10	0	7	9	4½
31	"	Arable Field, " ...	East Suffolk County Council	—	32.363	37	14	6	7	14	3¾
32	"	Allotments, " ...	Various ...	—	15.860	14	7	3	4	0	1
33	"	" Alderton ...	Ditto ...	—	4.394	8	16	3	1	6	8¼
34	"	Marshes, " ...	Mr. J. J. Smith ...	—	12.166	19	0	0	2	7	11¾
35	6	Boyton Hall, Boyton ...	Messrs. J. Hibberd & Son	4	461.430	473	0	0	122	17	11
36	"	Frogs Hall, " ...	Mr. W. Durrant ...	—	126.458	107	0	0	27	6	5¾
37	7	Peyton Hall, Ramsholt ...	Sir Cuthbert Quilter, Bart.	1	244.039	245	11	0	68	0	5
38	"	Poplar Farm, " ...	Exors. of the late John Willis	3	247.357	272	19	0	68	0	1
39	"	Marshes, " ...	J. A. Burness, Esq. ...	—	16.049	20	0	0	4	2	4½
40	"	" " " ...	Mr. J. J. Smith ...	—	27.128	34	0	0	6	5	1½
41	"	" " " ...	J. A. Burness, Esq. ...	—	124.343	110	0	0	22	17	0
42	"	Elm Row Cottages and Allotments, Ramsholt ...	Various ...	—	2.004	8	14	0	0	5	6
43	8	Grove Farm, Pettistree ...	Mr. W. M. Richardson ...	4	203.112	212	0	0	54	15	1
44	"	Stone Hall, " ...	Mr. E. Bye ...	1	164.867	115	0	0	36	7	10
45	"	Byng Hall, " ...	Mr. W. W. Evans ...	2	99.562	118	0	0	24	14	7¾
46	"	Arable Land ...	Ditto ...	—	12.977	13	0	0	3	12	1½
47	"	" " " ...	Ditto ...	—	3.869	4	0	0	0	17	6¼
48	9	Rookery Farm, Rendham ...	Mr. G. C. Wakeling ...	4	196.457	100	0	0	12	14	7
49	"	Rendham Hall, " ...	Mr. T. H. Crowe ...	2	171.523	100	0	0	7	6	6¾
Total A.					5,852.587	£5,300	14	0	£1,318	6	5¼

CONDITIONS OF SALE.

1. Subject to a reserve price the highest approved bidder for any Lot being so allowed by the Auctioneer shall be the Purchaser thereof the Auctioneer having the right to refuse any bid. If any dispute shall arise as to the highest bidder for any Lot such Lot shall be put up again and re-sold. No bid shall be withdrawn or be less in advance of the last previous bid than the sum to be fixed by Auctioneer at the time of the Sale. The Vendor reserves the right to bid generally by himself or his Agent or by the Auctioneer.

2. Immediately after the fall of the hammer each Purchaser shall pay to the Auctioneer a deposit of 10 per cent. on the amount of his purchase money and in part payment thereof and shall sign the Memorandum at the foot of these Conditions.

3. (i.) The completion of the purchase and payment of the balance of the purchase money of each Lot shall take place on the 6th day of January 1915 (hereinafter called the date of completion) at such place as Messrs. Janson Cobb Pearson & Co. the Vendor's Solicitors shall nominate and thereupon the Purchaser shall be let into possession or receipt of the rents and profits.

(ii.) In respect of any Lot whereof the present tenancy or tenancies shall expire at Michaelmas 1914 the Purchaser of such Lot shall be entitled to and shall take possession thereof as from such date as Tenant at will of the Vendor at a rent equal to 5 per cent. per annum on the unpaid balance of his purchase money until the date of completion to be paid whether he actually takes possession or not and such Purchaser shall pay and satisfy all claims of the outgoing Tenant by contract custom statute or otherwise and shall keep the Vendor indemnified against any such claim. Such taking of possession shall not be deemed an acceptance of the title and in the event of the Sale being annulled such Purchaser shall redeliver possession and make good dilapidations arising during his occupation (reasonable wear excepted) without making any claim against the Vendor in respect of his expenditure on the property.

(iii.) If from any cause whatever other than the wilful default of the Vendor the balance of the purchase money shall not in any case be paid and the purchase completed on the date of completion the Purchaser shall pay to the Vendor interest thereon at the rate of 5 per cent. per annum from that day until the day of actual completion but in any such case the Vendor shall be entitled at his option to retain the rents of the Property to the date of actual completion in lieu of interest. Nothing in this clause contained shall prejudice the Vendor's rights under any other of these Conditions.

4. (i.) Except as afterwards provided all profits arising from and all outgoings (including ascertained liabilities incurred but not discharged) in respect of each Lot up to the date of completion shall respectively belong to or be defrayed by the Vendor current rents and outgoings being if necessary apportioned for this purpose and the apportioned amount together with the quarter's rent due on or the apportioned amount of the current half-year's rent up to the 6th January 1915 and all arrears of rent if any shall be paid with or deducted from the purchase money of the Lot affected on completion of the purchase.

(ii.) Any Purchaser entitled to possession of any Lot under Clause 3 (ii.) of these Conditions as from Michaelmas 1914 shall (subject to his paying rent as provided for in Clause 3 (ii.) of these Conditions) be entitled to all profits arising from and shall be responsible for all outgoings payable in respect of the Lot purchased by him as from Michaelmas 1914.

(iii.) The Tenants of certain of the Lots have by arrangement with the Vendor not yet paid their incoming valuations in full but are paying the same by instalments together with interest on the amount for the time being unpaid. The Purchaser of each such Lot shall pay to the Vendor on completion the balance then due from the Tenant in respect of his incoming valuation and shall be entitled to receive from such Tenant the future instalments due from him and the interest thereon.

5. As from the date of Sale each Lot shall be at the sole risk of the Purchaser thereof as regards loss or damage by fire or other accident state of cultivation non-occupation or otherwise but subject to the respective Purchasers obtaining the sanction of the Insurance Company and paying an apportioned part of the premiums from the date of Sale the Vendor will hold the existing policies of insurance on each Lot in trust for the Purchaser thereof in case the purchase shall be completed but the Vendor shall be under no obligation to keep up or renew any insurance.

6. The Title shall begin as follows:—

Lot. 1. With an Indenture dated the 18th day of November 1859 made between Edward James Dawkins of the first part The Right Honourable Frederick William Brook Baron Rendlesham (hereinafter referred to as the late Lord Rendlesham) of the second part John Henry Benbow of the third part and Francis Broderip of the fourth part being a Conveyance under an Order of the Court of Chancery to the late Lord Rendlesham in tail male.

Lot 2.	Ditto.	Ditto.
Lot 3.	Ditto.	Ditto.
Lot 4.	Ditto.	Ditto.
Lot 5.	Ditto.	Ditto.
Lot 6.	Ditto.	Ditto.
Lot 7.	Ditto.	Ditto.
Lot 8.	Ditto.	Ditto.
Lot 9.	Ditto.	Ditto.
Lot 10.	Ditto.	Ditto.
Lot 11.	Ditto.	Ditto.
Lot 12.	Ditto.	Ditto.

Lot 13. (i.) As to the bulk with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to the Lands Nod. 14 15 16 and 17 (part) in Framsdon and 170 and 210 (part) in Cretingham with an Indenture dated the 17th day of December 1864 made between Nathaniel George Barthropp of the first part Mary Barthropp of the second part and the late Lord Rendlesham of the third part being a Conveyance on sale for the residue of a term of 500 years from the 4th day of October 1614 at a peppercorn rent and all other rents to grow due for the premises to the King his heirs and successors or to any other chief Lord or Lords of the fee.

(iii.) As to the Lands Nod. 175 176 and 210 (part) in Cretingham with an Indenture dated the 14th day of September 1863 made between Emily Christiana Chenery of the one part and the late Lord Rendlesham of the other part being a Conveyance on sale.

(iv.) As to the Land Nod. 4 in Framsdon with an Indenture dated the 11th day of May 1898 made between the Right Honourable Wilbraham Frederick Baron Tollemache of the first part the late Lord Rendlesham and the Vendor of the second part and Nathaniel Barnardiston and The Honourable Douglas Alfred Tollemache of the third part being a Conveyance by way of exchange.

Lot 14. With the before-mentioned Indenture of the 18th day of November 1859.

Lot 15. Ditto. Ditto.

Lot 16. Ditto. Ditto.

Lot 17. Ditto. Ditto.

Lot 18. Ditto. Ditto.

Lot 19. Ditto. Ditto.

Lot 20. Ditto. Ditto.

Lot 21. Ditto. Ditto.

Lot 22. Ditto. Ditto.

Lot 23. Ditto. Ditto.

Lot 24. Ditto. Ditto.

Lot 25. Ditto. Ditto.

Lot 26. (i.) As to the bulk with the before-mentioned Indenture of the 18th November 1859.

(ii.) As to the small piece being part of No. 70 in Kesgrave and the hedge forming the Eastern boundary of Nos. 66a 66 and 67 with an Indenture dated the 30th day of November 1912 made between Ernest George Pretzman of the first part The Honourable Orlando Bridgeman and Henry Lefevre Farrer of the second part and the Vendor of the third part being a Conveyance on sale.

Lot 27. (i.) As to the bulk with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to the small part being Nos. 15 26 91 and 93 in Hollesley with an Indenture dated the 15th day of February 1864 made between Frank Balls Thomas Whimper Balls Charles John Balls Robert Albert Balls Edgar Carr Balls and Henry Herbert Balls of the first part Richard Day French and The Revd. William Willes Hobson of the second part and the late Lord Rendlesham of the third part being a Conveyance on sale.

Lot 28. (i.) As to Nos. 208 209 225 and 226 in Hollesley and Lands lying to the West thereof with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to Nos. 202 and 224 in Hollesley and Lands lying to the East of No. 202 with the before-mentioned Indenture of the 15th February 1864.

Lot 29. With an Indenture dated the 29th day of July 1864 made between Frank Balls Thomas Whimper Balls Charles John Balls Robert Albert Balls Edgar Carr Balls and Henry Herbert Balls of the one part and the late Lord Rendlesham of the other part being a Conveyance on sale.

Lot 30. (i.) As to Nos. 162 and 162a in Hollesley with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to the rest with the before-mentioned Indenture of the 15th day of February 1864.

Lot 31. (i.) As to a small part of No. 201 in Hollesley with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to the rest with the before-mentioned Indenture of the 15th day of February 1864.

Lot 32. With the before-mentioned Indenture of the 18th day of November 1859.

Lot 33. Ditto. Ditto.

Lot 34. Ditto. Ditto.

Lot 35. Ditto. Ditto.

Lot 36. Ditto. Ditto.

Lot 37. Ditto. Ditto.

Lot 38. Ditto. Ditto.

Lot 39. Ditto. Ditto.

Lot 40. With the before-mentioned Indenture of the 18th day of December 1859.

Lot 41. Ditto. Ditto.

Lot 42. Ditto. Ditto.

Lot 43. Ditto. Ditto.

Lot 44. (i.) As to Stone Hall and Lands held therewith with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to Low Farm and Lands held therewith with an Indenture dated the 22nd day of August 1873 made between the Revd. Thomas Burroughes and James Lynn of the one part and the late Lord Rendlesham of the other part, being a Conveyance on sale.

Lot 45. (i.) As to the bulk with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to Nos. 129 (part) and 130 in Pettistree with the before-mentioned Indenture of the 22nd day of August 1873.

(iii.) The Vendor shall not be required to show any title to a very small piece of Land part of No. 53 in Pettistree.

Lot 46. With the before-mentioned Indenture of the 18th day of November 1859.

Lot 47. Ditto. Ditto.

Lot 48. (i.) As to the bulk with the before-mentioned Indenture of the 18th day of November 1859.

(ii.) As to Nos. 285 286 and 287 in Rendham with an Indenture dated the 11th day of October 1869 made between William Page Thomas Phillips of the one part and the late Lord Rendlesham of the other part being a Conveyance on sale of the beneficial interest in copyhold property.

Lot. 49. With the before-mentioned Indenture of the 18th day of November 1859.

7. The Vendor will prior to completion enfranchise at his own expense such parts of the property as are now of copyhold or customary tenure and will also redeem (i.) an enfranchisement rent charge of £49 18s. 11d. which is charged upon such portions of Lots 27 28 30 and 31 as were conveyed to the late Lord Rendlesham by the before-mentioned Indenture of the 15th day of February 1864 (ii.) a rent charge of £2 15s. 8d. which is payable to the Lord of the Manor of Rendham Barnies out of part of Lot 48 and (iii.) Land Improvement Charges of £21 2s. 8d. payable in respect of the property comprised in Lot 7 and £37 0s. 6d. payable in respect of the property comprised in Lot 26. No Purchaser of such enfranchised copyholds or of Lands subject to such charges as aforesaid shall be entitled to require the title to the right to make such enfranchisement or to effect such redemption to be shewn.

8. All requisitions and objections (if any) in respect of Title Abstract description of the Property or Particulars or otherwise arising out of the Sale of any Lot and not precluded by these Conditions shall be delivered in writing to the Vendor's said Solicitors within six weeks from the delivery of the Abstract and every requisition or objection not so delivered shall be deemed to be waived and subject only to requisitions and objections so delivered the Title shall be considered accepted time being of the essence of the contract in this respect. For the purpose of any objection or requisition the Abstract shall be considered complete if it supplies the information suggesting the objection or requisition although otherwise defective.

9. In making such requisitions and objections the Purchaser shall be bound by the following Conditions:—

(a) The Property is sold subject as is stated in the Particulars and also to the existing tenancies and the rights and claims of tenants by contract custom statute or otherwise and to all rights of way water light drainage and other easements (if any) affecting the same and all rights of adjoining owners liability to maintain fences and other liabilities chief quit and other rents and incidents of tenure without obligation on the Vendor to shew the creation thereof or to define or apportion any burden.

(b) Each Purchaser shall be satisfied with such evidence (if any) of the identity of the Property comprised in the Lot purchased by him with that comprised in the muniments offered as the Title thereto as shall be afforded by (1) a comparison of the descriptions in the Particulars and in such muniments respectively (2) in the case of the Property the Title to which begins with the said Indenture of the 18th day of November 1859 with an extract which will be furnished as part of the Abstract of Title from a report and division of the Thellusson Estates dated the 5th day of June 1857 made in pursuance of a commission issued in the suit of Lord Rendlesham v. Roberts and (3) a Statutory Declaration to be made at the expense of any Purchaser requiring the same that the Property sold has been enjoyed consistently with the Abstracted Title for the last 12 years.

(c) The Vendor shall not be required to produce a report made by Mr. Joseph Stower in 1912 with a view to a mortgage of a portion of the Property and referred to in a Statutory Declaration of Samuel Gilbert Isitt dated the 29th day of August 1912 which forms part of the Title to so much of the Property as is included in the said mortgage.

(d) The Vendor shall not be required to account for or to reconcile any discrepancies or variations in names quantities abuttals boundaries or otherwise nor to distinguish the freehold from the copyhold portions of the Property.

(e) No objection shall be taken on the ground that the death duties which became payable in respect of the Property on the death of the late Lord Rendlesham have not yet been paid. No Purchaser shall require such duties to be paid prior to completion and no Purchaser shall be entitled to retain any part of the purchase money pending payment of such duties but in the Conveyance to each Purchaser the Vendor will if required enter into a covenant to pay all such duties in due course and to furnish such Purchaser with an official discharge from the Estate Duty Office for the same and until payment to hold each Purchaser indemnified against all such duties.

(f) No objection or requisition shall be taken or made on the ground that in respect of certain small portions of certain of the Lots which were formerly copyhold the rights reserved by section 48 of the Copyhold Act 1852 or section 23 of the Copyhold Act 1894 have not been acquired by the Vendor and the Sale in respect of such Land shall not be taken to include such rights. The Vendor shall not be required to identify or define the portion or portions of the Land in respect of which such rights as aforesaid are not included.

(g) The expenses attending the stamping of any unstamped or insufficiently stamped documents (if any such there be) executed before the 17th May 1888 shall be borne by the Purchaser.

(h) The Purchaser of Lot 13 shall assume without evidence that the term of 500 years for the residue of which the Property comprised in the Conveyance of the 17th day of December 1864 was thereby assigned was capable of enlargement and was in fact so enlarged by the present Vendor by Deed dated the 8th day of March 1912 and shall make no requisition or objection with reference to the said deed of enlargement but shall assume that the leasehold interest has thereby become duly enlarged into freehold. No objection or requisition shall be made on account of the lease or a copy thereof not being forthcoming or as to the contents thereof or the identity of the parcels or otherwise in relation thereto.

10. Should any objection or requisition be made and insisted on which the Vendor shall be unable or unwilling to satisfy or comply with the Vendor may (notwithstanding any attempt to remove or satisfy the same or any negotiation or litigation in respect thereof) by notice in writing to the Purchaser making such objection or requisition or his Solicitor rescind the contract upon repaying to such Purchaser his deposit (without interest or costs) which shall be accepted as in full satisfaction of all claims under the contract or otherwise howsoever and such Purchaser shall return to the Vendor the abstract and all other papers furnished to him by or on behalf of the Vendor in connection with this Sale but any Purchaser may within seven days after receiving notice to rescind withdraw in writing the objection or requisition upon which the notice is founded in which case the notice to rescind shall be deemed to be withdrawn also.

11. On payment of the balance of the purchase money pursuant to clause 3 of these Conditions the Vendor and all other necessary parties (if any) will execute a proper assurance to each Purchaser of the Lot sold to him, such assurance to be prepared by the Purchaser at his own expense and the draft thereof shall be left at the Office of the Vendor's said Solicitors not less than 21 days and the engrossment thereof shall be left at the said Office not less than 10 days prior to the date of completion.

12. All outstanding estates and interests (if any) shall be traced and got in at the expense of the Purchaser. A Purchaser of more than one Lot shall only be entitled except at his own expense to one Abstract of Title and one Conveyance.

13. Such documents of title in the Vendor's possession as relate to any of the Lots sold and also to other Lots not sold at the present Sale or to other Property belonging to the Vendor shall be retained by him. Such as relate exclusively to any one Lot shall after completion be delivered to the Purchaser of such Lot and such as relate exclusively to any two or more Lots sold at the present Sale shall after the completion of the purchase of all such Lots be delivered to the Purchaser paying the highest aggregate purchase money in respect of such Lots. Any Purchaser receiving or the Vendor retaining any documents under this Condition shall give or procure to be given to every Purchaser of Property to which they relate (should he require the same) an acknowledgment of the right of such Purchaser to production and to delivery of copies thereof and an undertaking for safe custody thereof. Every acknowledgment or undertaking given under this Condition shall be prepared by and at the expense of the person to whom it is given but shall be perused and executed by the person giving the same at his own expense.

14. The Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error misstatement or omission in the Particulars or Plan shall not annul the Sale or be a ground for abatement or compensation on either side.

15. If any Purchaser shall fail to complete his purchase in accordance with the foregoing Conditions his deposit shall be forfeited to the Vendor who may (without notice to the Purchaser and without tendering an assurance) re-sell the Property either by public auction or private treaty and subject to such stipulations as he may think fit and any deficiency in price which may result on and all expenses attending a re-sale or attempted re-sale shall be made good and paid by the defaulting Purchaser and be recoverable by the Vendor as liquidated damages. Any increase of price on a re-sale shall belong to the Vendor.

Memorandum.

That at the Sale by Auction this _____ day of _____, 1914,

of the property mentioned in the annexed Particulars of Sale _____

of _____

was the Purchaser of Lot _____ subject to the above Conditions at the price

of £ _____, and having paid the sum of £ _____

by way of deposit to MESSRS. KNIGHT, FRANK & RUTLEY, the Auctioneers,

he agrees to pay the balance of the Purchase Money to the Vendor and to


complete his purchase in accordance with the above Conditions.

Purchase Money	£	:	:
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Deposit	£	:	:
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Balance	£	:	:
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Abstract of Title to be sent to



—WATERLOW & SONS LIMITED, LONDON WALL, LONDON, E.C.—

