

WILTSHIRE.

NORTH BRADLEY ^{AND} WESTBURY

Sale of a Valuable compact FREEHOLD ESTATE, comprising about 25 ACRES of Capital MEADOW or PASTURE LAND, with convenient FARM HOUSE and HOMESTEAD, situate in the Parish of North Bradley, and of a COTTAGE and GARDEN, situate in the Parish of Westbury.

MESSRS. HARDING & SONS,

ARE INSTRUCTED TO OFFER THE ABOVE-MENTIONED

IMPROVED ANTE PROPERTY

For Sale by Public Auction,

At the WOOL PACK INN, BECKINGTON, Somerset,

ON TUESDAY, THE 20TH OF JULY, 1875,

At 6 for 7 o'clock in the Evening,

determined on at the time of Sale:

LOT 1.—All that close of Meadow or Pasture Ground, called "Hole's Close," containing by estimation, 4a. 1r. 26 p. (more or less), being part of Brokerswood Farm, situate in the Parish of North Bradley aforesaid, and bounded by Norris Hill Farm, and lands of Mr. White and others, and now in the occupation of Mr. John Lane.

LOT 2.—All that substantial and convenient Stone-built and Slate-tiled Farm House, recently put into good repair, at a large expense, with the Yard, Cattle and Cart Sheds, Stable, Piggeries, and other Outbuildings, and Garden and Orchard thereunto adjoining and belonging, situate in the Parish of North Bradley aforesaid, containing in the whole by estimation, 1a. (more or less), with several excellent pieces of rich Pasture Ground adjoining the said Farm House and each other, namely:

All that close of Meadow or Pasture Ground, called "Younder Grove," containing by estimation, 5a. 2r. 3p. (more or less.)

And also all that close of Meadow or Pasture Ground, called "The Grove," containing by estimation, 6a. 1r. 20p. (more or less.)

And also all that close of Meadow or Pasture Ground, called "Bye Leaze," containing by estimation, 7a. 2r. 20p. (more or less.)

Lots 1 and 2 are known as "BROKERSWOOD FARM," now in the occupation of Mr. John Lane, as yearly tenant, at the low annual rent of £62 10s. 0d.

Lot 2 is bounded by Lands of W. Loxo, Esq., F. W. Buss, Esq., and the Honeybridge Estate.

THERE IS A WELL OF EXCELLENT WATER, WITH PUMP, IN THE FARM HOUSE.

The Timber will be valued, and the prices named at the Sale, and the respective purchasers will have to pay such prices in addition to their purchase-money.

LOT 3.—All that Cottage or Tenement (formerly 2 Cottages or Tenements) and Garden, containing in the whole, 17p. (more or less), situate, lying, and being on the Leighs, near Brook, in the Parish of Westbury aforesaid, and now in the occupation of Mr. John Jackson, at the yearly rent of £4 10s. 0d.

The Property may be viewed on application to Mr. SAMUEL GODDARD, Fairwood, near Westbury; and further particulars may be obtained on application to the AUCTIONEERS, Frome; or of

MESSRS. H. PINNIGER & SON,

SOLICITORS, WESTBURY.

W. MICHAEL, PRINTER, WESTBURY.

Sale of Property
at the Wool Pack Inn
Beckington
On the 20th July 1875

Conditions of Sale
of Lot 3.

H. Pinner & Son
Westbury

It is hereby declared and agreed by and between the Vendor of the Property mentioned in the annexed printed Particulars and *Albert Goodland*

of Weston Mills Peabury

that the said *Albert Goodland* being the highest Bidder for, has become the Purchaser of, Lot *3* of the Property in the said Particulars described, at the sum of £ *100*, and that the sum of £ *10* has been paid down by him as a Deposit and in part of the said Purchase Money; and also that the said Particulars and the foregoing Conditions of Sale shall be taken as the Terms of Agreement for the said Sale, and be fulfilled by the said parties respectively in all things.

As Witness our Hands this

Doth day of *July* 187 *5*

J. J. Peabury for the Vendor.

Albert Goodland Purchaser.

Purchase Money....	£	<i>100.0.0</i>
Deposit	£	<i>10.0.0</i>
Remaining unpaid ..	£	<i>90.0.0</i>
Fees	£	<i>2.2.0</i>



540/96

CONDITIONS OF SALE OF LOT 3.

Of the Property described in the annexed Printed Particulars.

N.B. A right to Bid is reserved.

1. It shall be lawful for the Vendor to bid by ~~himself~~ ^{themselves} or by any person on his behalf, up to the reserved price, and such bidding shall have the same effect in all respects as between the Vendors and the Purchaser, as *bonâ fide* biddings by a third party; subject, as aforesaid the highest Bidder shall be the Purchaser, and no person shall retract his bidding; but if any *bonâ fide* dispute shall arise between two or more bidders, the Lot shall be put up at the last undisputed bidding.

2. The Fees, according to the scale produced, payable to the Vendor's Solicitors for an unstamped agreement, and to the Auctioneer in part of his fees, shall be paid by the Purchaser immediately after the Sale.

3. The Purchaser shall immediately pay down a deposit in the proportion of £10 for every £100 of his purchase money into the hands of the Vendor's Solicitors, as ~~shareholders~~ ^{stakeholders} between the parties, and sign an agreement for payment of the remainder on the 29th day of ~~September~~ ^{September} next, at the Offices of Messrs. H. PINNIGER & SON, Solicitors, Westbury, at which time and place the purchase is to be completed, and the Purchaser is ~~then~~ ^{to} have the actual possession, or to be entitled to receive the rents and profits from the said 29th day of ~~September~~ ^{September}, paying over to the Vendor a proportionate part thereof to the said _____ day of _____, all outgoings payable up to that day being cleared by the Vendor.

4. The Vendor shall within ~~fourteen~~ ^{twenty one} days from the day of the Sale, at ~~his~~ ^{their} own expense, prepare an Abstract of the Title ready to be delivered to the Purchaser or his Solicitor, on application; yet so that if more lots than one held under the same title be purchased by the same person, only one

Abstract shall be delivered, and the Vendor shall in every case deduce a good Title subject to these Conditions. The Vendor being Trustee shall not be required to enter into any other covenant than that he has not encumbered.

5. Upon payment of the remainder of the purchase money, together with the value of the timber, &c., down to 1s per stick inclusive (which is to be previously settled by two referees or their umpire in the mode pointed out by the 14th Condition) at the time and place above mentioned, the Vendors shall convey the property to the Purchaser, who shall, at his own expense, prepare the Conveyance to him, and tender or leave the same at the Offices of Messrs. H. P. KNIGER & SON aforesaid, for execution by the Vendors, at least 27 days before the said 29 day of September.

6. Every objection or requisition to or in respect of the title or the evidence thereof, shall be delivered in writing to the Vendor's Solicitors, within 14 days after the delivery of the Abstract, and if not so delivered, the same shall be considered waived, notwithstanding any subsequent negotiation or offer on the Vendor's part to comply with the same, and the Purchaser shall be precluded from taking any other objection or making any other requisition, except within 14 days after he shall for the first time have had notice of the matter in respect of which such objection or requisition is sought, and in all the foregoing particulars time shall be of the essence of the Contract.

7. The production and inspection of all Deeds and muniments of Title not in the Vendor's possession, and the expense of all journeys, and searches incident or with a view to such production or inspection, and of the making, procuring, and delivering all official, attested, and other copies of or extracts from deeds, wills, registers, receipts, releases, and other documents, and of all certificates, declarations, or other evidences as to pedigree or identity, as well for identification of the Abstract and of the parcels as for all other purposes, and of all searches in respect of any matter of record, and also of the tracing, constituting, and evidencing the representation to deceased trustees, or termors of satisfied terms, and of getting in and conveying any outstanding legal estate, shall be borne by the Purchaser.

8. Every deed, will, or other document dated ^{thirteen} twenty years previously to the day of Sale, shall be deemed conclusive evidence as well of all matters of fact and conclusions of law as of the contents

and due execution of all deeds, wills, or other documents respectively cited, stated, noticed, assumed, or implied therein, and the Vendor shall not be required to produce or procure production of, or to covenant to produce or abstract in chief any deed, will, or other document not in his possession or power without suit.

9. The Title to this Lot shall commence with an Indenture dated the 17th day of November 1858 and expressed to be made between John Brook of the first part the Reverend William Henry Robert Merriman, Clerk of the second part and Henry Pruniger of the third part and an Indenture dated the 31st day of July 1861 and expressed to be made ^{procured} between James Eyes of the first part the Reverend William Henry Robert Merriman of the second part and Richard Giddings of the third part

And no objection or requisition for production or otherwise shall be made in respect of the antecedent title notwithstanding any recital or mention thereof in such Indentures respectively.

10. The property is sold subject to all rights of way or other rights and easements affecting the same, and the Tithe Commutation Map shall in every case be conclusive as to the quantities and measurements of the property. Where from any cause whatever evidence of seisin or identity cannot be clearly shown, a statutory declaration according to belief by some disinterested person acquainted with the property of the possession or receipt of the rents having for twenty years last past been

15. be actual Auction all expenses by the debtor shall be previously

16. time applied Evidences put in for discharge to the creditor and claim

according to the abstracted title shall be deemed sufficient.

11. All the Title Deeds which relate exclusively to any lot will be delivered up on the completion of the purchase of such lot to the Purchaser thereof, and all such of the Title Deeds as relate to any lot or lots which shall be actually sold, and also to any unsold lot or other property of the Vendor, shall be retained by the Vendor until all the property to which such deeds respectively relate shall be sold, whereupon the same deeds shall be delivered over to the largest Purchaser in value interested therein upon such Purchaser entering into the usual covenants for production and for furnishing copies thereof to the other Purchasers interested therein: such covenants and any other covenant for production of deeds to be prepared, perused, and execution thereof obtained by and at the expense of the parties requiring the same. And as to such of the Title Deeds as shall not be so delivered over as aforesaid, the Vendor shall, at the request and expense of the Purchaser or respective Purchasers interested therein, enter into the usual covenants for production and furnishing copies thereof, to be made determinable upon the Vendor ceasing to be entitled to the custody, or parting with the possession of the Deeds therein respectively mentioned.

12. The Purchaser to be at the risk of fire, and of the ~~dropping of the lives~~ from the fall of the hammer.

13. If from any circumstance whatsoever, not arising from the default of the Vendor, the purchase shall not be completed on the said *29th* day of *September* the Purchaser shall pay interest on the full amount of his purchase money at £5 per cent. from that day till the completion of the purchase.

14. If any mistake be made in the description of the premises, or any error whatsoever shall appear in the particulars of the property, such mistake or error shall not annul the sale, but a compensation or equivalent shall be given or taken (as the case may require), such compensation or equivalent to be settled by two referees or their umpire, whose decision shall be final; and any such reference to arbitration shall be subject to the provisions of the Common Law Procedure Act, 1854, so far as such provisions are or may be made applicable to references, to two arbitrators by consent.

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15. If the Purchaser shall neglect or fail to comply with these Conditions, his deposit money shall be actually forfeited to the Vendor $\$$, who shall be at liberty to re-sell the property, either by public Auction or private Contract, and the deficiency (if any) occasioned by such second sale, together with all expenses attending the same, shall, immediately after the same sale, be made good to the Vendor $\$$ by the defaulter at this present sale; and in case of the non-payment of the same, the whole thereof shall be recoverable by the Vendor $\$$ as and for liquidated damages: and it shall not be necessary previously to tender a Conveyance to the Purchaser.

16. If the Vendor $\$$ shall fail to make a good title to the property under these conditions, before the time appointed for the completion of the purchase, or any objection or requisition in regard to the title, Evidence, or Conveyance shall be insisted on, after notice in writing by the Vendor $\$$ of his intention to put in force this condition; the contract with the Purchaser shall, at the option of the Vendor $\$$, be discharged and delivered up to be cancelled, in which case the Vendor $\$$ shall repay the deposit and fees to the Purchaser, without interest, which shall be accepted by him in full discharge of all damages and claims whatsoever consequent on the non-fulfilment of the Contract.