

By order of Major W. G. Lambard.

Particulars and Conditions of Sale of

BRADBOURNE HALL

NEAR

Sevenoaks in Kent

A Late Seventeenth Century
STONE-BUILT RESIDENCE

· 22 MILES FROM LONDON.

Twelve Bed Rooms.	Garages for 3 Cars.
Four Reception Rooms.	Six Cottages.
Bath Room.	Set of Buildings.
Stabling for 8 Horses .	Gravel Soil.

WELL TIMBERED PARK.

ABOUT **122** ACRES.

Nearly a mile of BUILDING FRONTAGE on the
Maidstone Road.

FAREBROTHER, ELLIS & CO.

Will offer the above FREEHOLD PROPERTY for Sale by Auction,
On WEDNESDAY, the 11th day of MAY, 1927,
At the London Auction Mart, 155, Queen Victoria Street, E.C. 4,
At 2.30 p.m. precisely (unless previously Sold).

SOLICITORS :

Messrs. KNOCKER, KNOCKER & FOSKETT, Sevenoaks.

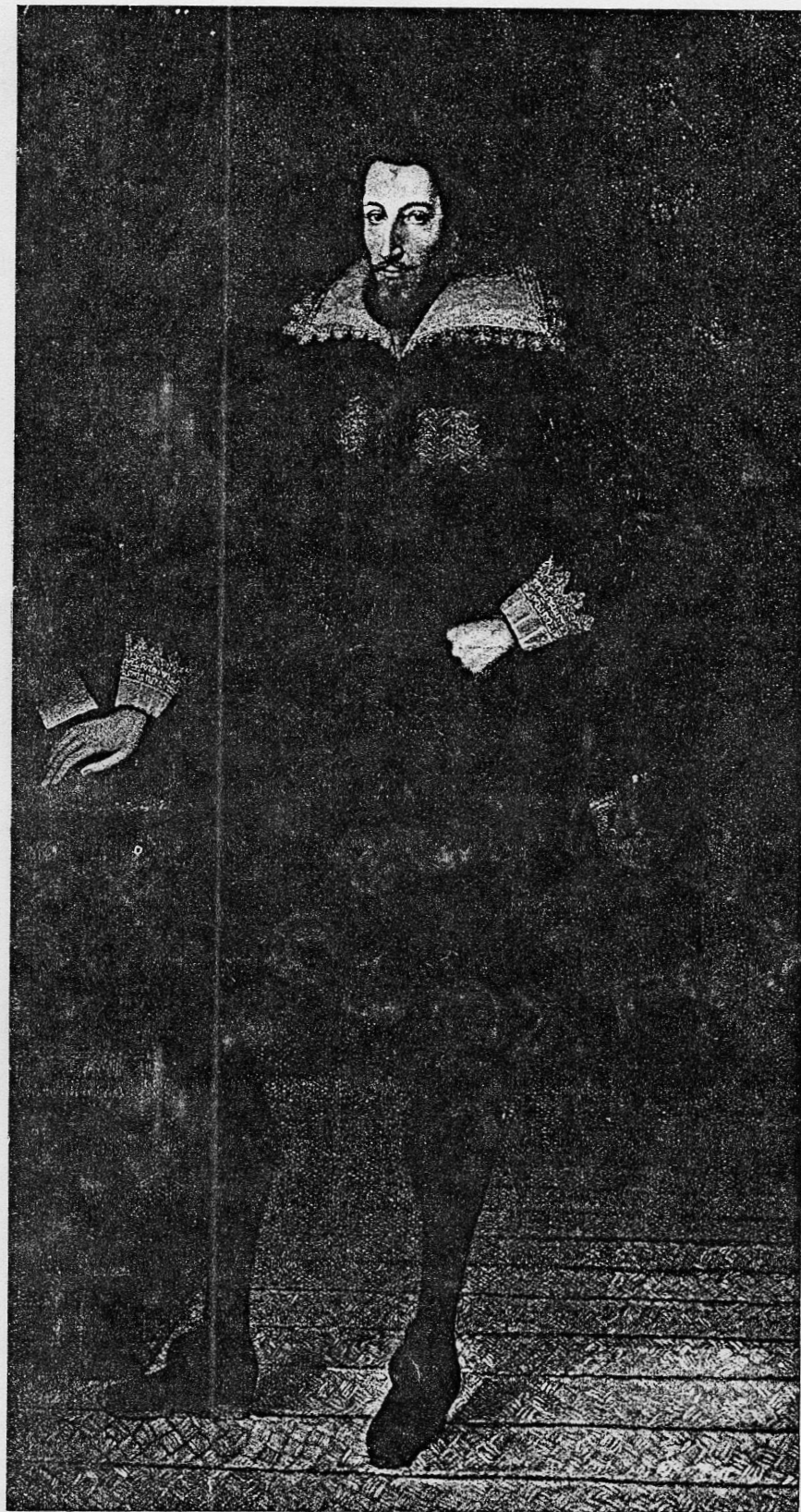
AUCTIONEERS :

Messrs. FAREBROTHER, ELLIS & CO.,
26, Dover Street, Piccadilly, W.1; and 29, Fleet Street, E.C. 4.

Historical Reference.

The History of Bradbourne or Bradborne has been traced, says an interesting article in the "Sevenoaks Chronicle" of October, 1917, back for very many years through its now apparently extinct manor. The earliest reference appears to be in 1225, which records that this manor was at one time held by Falk de Breutie, later passing to Baldwin le Betun and subsequently by marriage to the Earls of Pembroke. Later a house was erected by Walter de Pevenley or Pemley, who purchased the manor from Sir Thomas de Grandison prior to 1377, and called it Pemley Court. Early in the fifteenth century the ownership was in the Ashes, who added to the house, and then to the Isleys. The last of that family, Sir Henry Isley, was executed for taking part in Wyatt's rebellion in the reign of Queen Mary. Subsequently the manor escheated to the Crown, but in Queen Elizabeth's reign it was possessed by Sir Ralph Bosville, who died in 1580. (*Historical Reference to Sevenoaks*)

During the ownership of Dame Margaret Boswell or Bosville Bradbourne was sequestrated at the time of the Commonwealth for eight years, but was discharged in 1651. Henry Bosville who succeeded to the estates in 1689 was reported to have pulled down the Old Manor House and erected the present House but not the Drawing Room, which was added by the next owner, Sir Richard Betenson, who acquired Bradbourne by Will of Henry Bosville in 1761. Sir Richard dying, in 1786, without issue, the property descended to Thomas Lane, whose descendants mortgaged it and sold it to Henry Hughes, who willed it in 1865 to his nephew, Mr. Hughes-D'aeth, whose descendants sold it in 1867 to Francis Crawshay, who placed the quaint monoliths about the park and erected the look-out tower. Bradbourne was left to his second son, and on the death of his mother in 1896 it passed by way of mortgage to Multon Lambarde, a member of a very old Kentish family, the present owners, who have lived and owned land in the County of Kent since long before the sixteenth century.



SIR RALPH BOSVILLE

A previous owner of Bradbourne Hall mentioned in the Historical Reference.

Bradbourne Hall

which is, as lightly referred to in the Historical Notes on the previous page,

A House of Character

was erected, as far as can be seen by the records, late in the 17th or early in the 18th century, in the place of probably a much larger house which had been the Manor House for centuries of a manor extending to some 1,000 acres and now almost forming part of the interesting

TOWN OF SEVENOAKS

within about 15 minutes' walk from the Station with a capital service of trains to London, which is reached in some 30 minutes.

A Pleasant Stone-built Lodge

with tiled roof, guards the Entrance Gate to the Principal Drive from the Riverhead-Maidstone Road winding through some delightfully Wooded Grounds with

An Avenue of Fine Old Spanish Chestnuts

leading to the West or Principal Entrance front of

The Stone-built Residence

entered through the Porch with a flight of four steps (the top step marking an Ancient Sundial) opening into a Lofty, Stone-flagged Lobby with fine old Carved Wood Doorhead and giving access to

GROUND
FLOOR.

Four Entertaining Rooms

The Hall or Lounge

measuring about 37ft. 9in. long by 17ft. 9in. wide, a handsome apartment relieved by a screen of fluted pillars, forming the Staircase Hall, with lofty windows overlooking the West Park and Grounds and fitted with steel grate to a grey marble chimneypiece, heavy chair rail to wainscotting and door to

A Handsome Drawing Room

measuring about 43ft. 8in. long by 20ft. 10in. wide or 31ft. 6in. wide into large bow at side, fitted with three full-length windows and with similar windows both ends; some being glazed with early window glass. The waggon-topped ceiling is relieved by panels, while the ceiling to the bow has an interesting panel of a former owner's Banner or Coat-of-arms. There are three radiators, and on the North side is a wide fireplace with deep grate, a steel and bronzed surround and carved wood chimneypiece having a centre medallion or panel of four children and goat supported by sides of carved scrolls and hanging fruit. This room has charming outlooks and wide views over the Gardens and Park on all three sides, the view over the East Gardens, with their charming layout and vista extending the full length of the rising land planted with a fine Avenue of Trees, being exceptionally attractive.

Opening out of the Drawing Room and also from the Hall is

The Panelled Dining Room

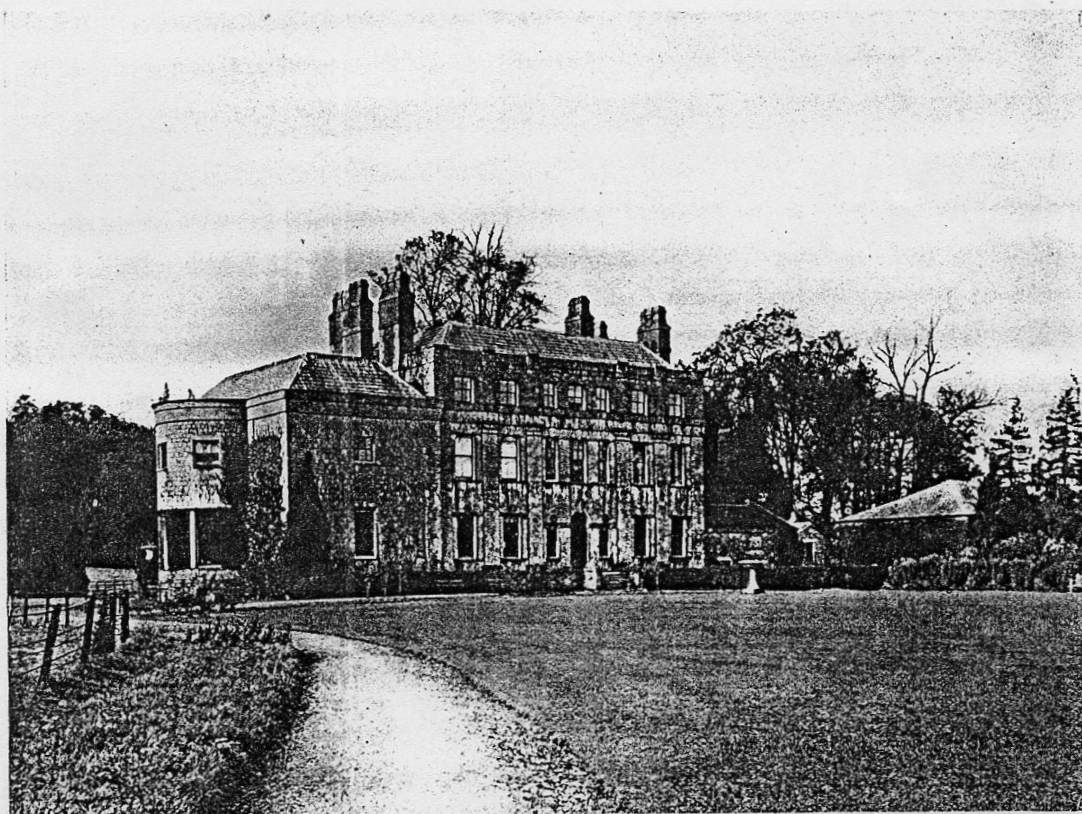
measuring about 23ft. 6in. long by 21ft. 10in. wide, with a charming outlook over the East front garden and wooded vista referred to in the Drawing Room. It is fitted with a deep open fireplace with a steel grate and grey marble chimneypiece and deep cupboard. A door at the far end gives access to the GARDEN LOBBY, measuring about 23ft. long by 6ft. wide, with glazed Entrance Door giving access to the Gardens on the East front with stone-flagged approaches and flight of five stone steps to Gravelled Terrace Walks. Off this Lobby is Serving Passage to Kitchens and a smaller Lobby giving access to

A Panelled Morning or Smoking Room

measuring about 16ft. 6in. square, with two lofty windows, having charming outlook over the East Park and Grounds and fitted with grey marble chimneypiece with carved wood overmantel.



ENTRANCE FRONT.



EAST FRONT.

Rising from the Northern end of the Hall and forming with the pillared screen division a Staircase Hall is

The Handsome Staircase

in chestnut and mahogany with exceptionable easy rise having panelled wainscoting throughout and finishing on a Gallery lighted by a long window over the principal front and Lobby with panelled wainscoting and fluted columned arch. Leading off this Gallery is

FIRST FLOOR. ***A Suite of Three Bed Rooms, a Dressing Room, Bath Room and W.C.***

as follows:—

No. 1 BED ROOM, a very nice room entered through a handsome door with a fine old doorhead, measuring about 21ft. 10in. by 17ft. 9in., a fine lofty apartment lighted by two long windows overlooking the West or Entrance front, fitted with plate glass and having window seats and cupboards below, panelled wainscoting and canvas lined and boarded walls throughout with two cupboards and grate to grey and white marble chimneypiece.

No. 2 BED ROOM, measuring about 19ft. 5in. by 16ft. 9in., with two lofty windows having charming outlook over the Eastern Garden front with its beautifully planned Flower and Rose Beds and Walks. This room has also canvas lined, papered and boarded walls with panelled wainscoting, large cupboard and marble slip to grate. A door opens into the

DRESSING ROOM adjoining, measuring about 18ft. by 12ft., with similar aspect to last Bed Room, fitted with a hob grate and grey marble slip to mantelpiece and two lofty windows. A door opens into

No. 3 BED ROOM, measuring about 16ft. 10in. by 16ft. 10in., also having two lofty windows overlooking the East Garden front and Park, fitted with plate glass and window seats and cupboards, modern grate with grey marble slip to mantelpiece. Leading off Lobby to Secondary Staircase is

A LARGE BATH ROOM, fitted with a good bath on lead tray, hot linen and blanket cupboards and Housemaids' draw off. In Gallery by Stairs to Second Floor is W.C. with Maids' W.C. on Secondary Staircase.

The Principal and Secondary Staircases give access to the next Floor with wide Lobby or Landing with radiators, off which lead

**SECOND
FLOOR.**

SIX BED ROOMS

nicely arranged, all, with one exception, having fireplaces, some with wood panelled walls, capital cupboard accommodation, the principal sizes being:—
16ft. 10in. by 15ft. 8in., 16ft. 10in. by 12ft., 16ft. 10in. by 15ft. 6in. and
21ft. 9in. by 17ft. 9in.

In the Lobby is Housemaids' closet with sink (hot and cold supply) and radiator, and at the North and South sides lie Two Small Staircases giving access to the Attic Floor, on which are

**ATTIC
FLOOR.**

Two Maids' Rooms and Two Store Rooms
capable of being used as Maids' Rooms

The Well-arranged Domestic Offices

are approached from the Entrance Hall by a separate Serving Hall or Lobby having Service Lift to Lower Floor. Large Pantry fitted with sink (hot and cold) plate and china cupboards. Through swing door to Staircase leading to Roof Flat with Store Room at end. Servants' Hall on Half-Landing, fitted with two cupboards, range of linen cupboards and modern grate. Glass Cupboard on stairs. KITCHEN, fitted with "Eagle" range having boiler taking bath and all domestic hot water, assisted by an independent boiler in Scullery. Service Lift. Stone-flagged floor. Baking Oven. Larder. Large Store Room. Two Sculleries, fitted with coppers, sinks and stone shelving. Game Larder. Tradesmen's Entrance. Fine Dairy with tiled floor, slate shelving and centre table.

An Extensive Range of Cellars lies below the Principal Reception Room arranged in Nine Cellar compartments with a Store Room, off which is an
"Ideal" stove heating the radiator system.

The Outside Buildings and Premises comprise Stone and Slate Coal House taking about 10 tons, Coke Store and E.C., and out of East Garden front is a flight of stone steps leading to Gentleman's Cloak Room with tiled floor and W.C. Close by is

The Picturesque Stable Yard

enclosed by a high grey brick and stone wall with two stone gate pillars at the entrance and having a fast running' stream alongside the lower end flanked by a herbaceous border on one side and the cobble stone paved Washing Yard on the other.

The Stone-built Stabling for Eight Horses

faces this Yard as follows: Three Loose Boxes with Three Lofts over. Good Harness Room. Large Coach-house (can take Two Cars). Four Stalls and a Loose Box. At the end through door in high wall is THE GROOM'S COTTAGE of Four Rooms, now used as Mess Room, with range, Cleaning Room and Two Bed Rooms over. Adjoining is Store House with two boilers, etc. In the rear of the Stabling is a Large Grass Yard and a Brick and Corrugated-iron Petrol Store. At the end of this Yard is a Brick Building of Two Floors used as Large Wood Store with Fruit Room over reached by outside steps. Outside this Yard is a Stone and Tiled Implement Shed and another Coach-house for One Car.

Approached from the Main Entrance Drive and from the Stable Drive, as well as from the Eastern Pleasure Grounds and Park are

The Kitchen and Herbaceous Gardens

enclosed by High Brick and Stone Walls with Wall, Standard and other Fruit Trees and Bushes, and traversed by Gravelled Paths leading to the remains of Large Conservatory, now forming a Paved and Walled Rose Garden approached by an attractive portion of the Gardens laid out with Grass Borders and planted with Shaped Flower Beds, bordered by Firs. At the back is Tool House and old Stoke Hole.

Running alongside the Southern or Pleasure Grounds boundary wall is a wide Herbaceous Border with

A Stretch of Ornamental Water

bordered by Grass Slopes and square-cut Irish Yews. The large FRAME YARD is enclosed by high red brick walls on two sides and a row of high-grown Fir Trees and has an extensive Heated Lean-to Nectarine House in two divisions. Adjoining is a small Heated Fern House in two divisions and a six-light brick pit.

At the far end is Brick and Tiled Chicken House and Run, while lying on the far or Northern side is an attractive

Wild Garden with Lake

Leading out of the Kitchen Gardens and forming perhaps the most attractive feature of the property, are

The Pleasure Grounds on the Eastern Front

most tastefully laid out with judgment to ensure a

Charming Outlook from the Residence

extending from the ROSE GARDENS by the old stone walls of the Stable Yard, enclosed by High Laurel Hedges and Lavender Hedge and Fine Avenue Walk under Giant Arber Vitæ and Wide Herbaceous Borders.

The Exceptionally Fine Stretch of Lawn

is broken by a charmingly designed Circular Rose Bed enclosed by a Gravelled Walk extending to the

Stone Terrace Walk and Ha Ha

most charmingly arranged with the Stream at the foot, while beyond the Park-land, which rises somewhat steeply, has a Double Row of Timber Trees forming a perfectly glorious view unconfined by a boundary presenting

A Charming Avenue through Thickly Wooded Lands

Forming the unseen boundary of the Pleasure Grounds on this Front is the rapidly flowing stream (forming a tributary of the River Darent, which it joins at the lowest or Northern end of the property), which is not only a pleasant and a useful feature to both the Stable Yard and Kitchen Gardens, but links up

A Chain of Five Picturesque Lakes

connected by Series of Waterfalls and most pleasantly screened by thickly-timbered Woods and Plantations, affording Fishing and Shooting, with that
over

The Well Wooded Park

on the South and West fronts, studded with well-grown Timber Trees of various kinds and Plantations with steep and rising hillocks, over which the residence has some charming views of a varied and undulating character.

Lying on the private cartway through the Estate running into Bradbourne Park Road over the railway, is the Picturesque Cottage known as THE CLOCK HOUSE, forming an historically interesting feature as the remains of Bradbourne Chapel, which for centuries was attached to the residence. It is of stone construction with slated roof and contains Three Bed Rooms and a Belfry Room, Two Living Rooms, Kitchen, Larder, etc. Public Gas and Water supplies are laid on. Close by is E.C. and small Garage with Coal Shed and Tennis Lawn.

Let to Mr. Spencer Payne on a Yearly (Michaelmas) Tenancy at a Rent of £50 per annum, Tenant paying Rates and Taxes and keeping the interior in repair. Adjoining is

A Range of Stabling for Nine Horses

erected around capital Yard entered from the Private Estate Carriage Road, partly of stone construction with slated roofs, viz. : Five Horse Boxes, Cleaning Room, large Timber and Thatched Barn, Saddle Room, Four Loose Boxes, Open Cart Shed with Two Granaries over. At the back is a further Range of Timber Slated Buildings comprising Granary, Bull House and Cattle Sheds. Adjoining
are

Bradbourne Hall Farm Buildings

around Stone-walled Yard comprising Fodder Store, Eight Cow Stalls and Two Calf Pens, Churn or Implement Shed. A Cow Shed for 9 cows and a Cart Horse Stable for 5 with Piggery adjoining.

Opposite to the Entrance Gate of the Private Cartway, on the Maidstone Road, are a Pair of Brick and Tiled Cottages known as

BOTTLE COTTAGES.—Each containing Two Bed Rooms, Kitchen, Scullery, W.C. and Gas. One let to Mrs. Smith on a Weekly Tenancy at a Rent of 10s. per week. The other is In Hand.

Close to the Entrance Lodge and fronting on the Maidstone Road is

BOTHY COTTAGE.—A Stone, Brick and Tile Cottage of One Floor only (formerly Two Cottages), with Two Bed Rooms, Kitchen, Sitting Room and Scullery. At the back is W.C., Coal, Wood and Wash Houses. Company's Water laid on. Let to W. G. Hazelden on a Weekly Tenancy at 8s. per week.

The LANDS lie in Two Blocks on both sides of the Maidstone Road, bounded by the River Darent on the North and on the South by the junction of the Southern Railway lines running into Sevenoaks, and comprise in all

About 121a. 0r. 39p.

of practically all Grass outside the Residence Gardens and appurtenances as set out in the following Schedule:—

No. on Plan.	Description.	Area. a. r. p.	No. on Plan.	Description.	Area. a. r. p.
PARISH OF RIVERHEAD.					
15A	Meadow ...	0 3 19	74A	Brought forward ...	49 1 5
16 (pt.)	Half River Darent ...	0 0 22	75	Residence and Grounds	4 3 20
28	Meadow ...	9 2 36	77	Wood ...	1 1 5
29	Ditto ...	3 2 15	77	West Park ...	16 2 11
30 (pt.)	Plantation ...	1 0 0	78	Wood ...	0 0 33
38s	Bottle Cottages ...	0 1 19	79	Four Lakes ...	2 0 30
43	Pasture ...	2 3 6	80	Farm Buildings and Orchard ...	0 3 23
47	Ditto ...	6 1 33	81	Orchard ...	0 3 10
North of Maidstone Road... A.			82	East Park ...	3 0 34
36	Wood ...	0 1 7	83	Ditto ...	17 3 3
37	Ditto ...	3 1 34	85	Stabling and Buildings	1 1 32
40	Lake ...	0 3 14	86 (pt.)	Roadway ...	0 1 8
41	Wood ...	1 1 18	87	Pasture ...	4 1 35
44	Garden ...	1 2 15	88	Ditto ...	3 0 6
45	Kitchen Garden, etc.	2 0 28	88A	Roadway ...	0 0 27
46	Paddock ...	4 1 22	89	Wood ...	1 2 24
48	Bothy Cottage ...	0 0 28	90	Ditto ...	1 0 27
74	Wood ...	10 0 9	91 (pt.)	Pasture ...	5 3 33
	Carried forward ...	49 1 5	92 (pt.)	Ditto ...	5 3 33
			Total ... A.		121 0 39

All the Land on the North side of the Maidstone Road, together with the West Park, is let to Mr. John Heath, of Riverhead, on a Yearly (Michaelmas) Tenancy at a Rent of £91 10s. 0d. The East Park and Fields, Nos. 91 and 92, are let to Mr. May on a Tenancy which expires at the 1st of June. The Clock House and Two of the Cottages are let as set out above.

The Residence and the Remainder of the Property are In Hand and will be Sold

WITH POSSESSION ON COMPLETION OF THE PURCHASE.

The Purchaser shall take and pay for, in addition to the purchase-money, all Timber and Timber-like Trees standing and growing upon the Estate at a valuation to be made in the manner prescribed in Paragraph 3 of the Conditions of Sale.

The Property is sold subject to Two Land Improvement Co. charges of £11 10s. 4d. and £5 10s. 0d. respectively, the last payments being September, 1937, and June, 1944, respectively.

Tithe Rentcharge, payable to the Rector of Sevenoaks, £29 9s. 10d. (commuted) per annum.

The Land Tax has been redeemed.

Attention is drawn to the position the Bradbourne Hall Estate occupies in relation to the growing Town of Sevenoaks, which cannot extend to the South owing to the Knowle Estate, and to the distance from the Station and the stiff climb to the Town, and therefore it must ultimately extend its development in the Riverhead direction. This would embrace the Area of Land between the two railways forming the Park hitherto rigidly kept as an adjunct to Bradbourne Hall, but the development of Sevenoaks in this direction must convert this Area into

A Most Valuable Building Estate

having immediately available on the Maidstone—Riverhead Road Frontages for the erection of Houses of over a mile in length, which to a large extent could be immediately employed without detriment to the amenities of the Residence.

NOTE.—Valuable Rights of Way to the Sevenoaks-London Road, and o
Bradbourne Park Road are included in the sale of the Property,
as set out in the Condition of Sale No. 7.

CONDITIONS OF SALE.

1.—The highest bidder shall be the Purchaser, the Vendor fixing a reserve price and reserving the right to bid up to such price himself or his agent.

2.—No person shall advance less than the sum to be fixed by the Auctioneer on each bidding, or retract a bidding; and if a dispute shall arise the property shall be put up again at the last undisputed bidding, or the Auctioneer may determine the dispute.

3.—The Purchaser shall in addition to his purchase-money pay for all timber and timber-like trees, tellers, pollards, saplings and plantations (if any) down to one shilling per stick inclusive and underwood down to the stem according to a valuation to be made in manner following: (that is to say) each party (Vendor and Purchaser) or their respective Solicitors shall, within twenty-one days after the sale, appoint by writing one person as valuer and give notice in writing to the other party of the name and address of the person so appointed, and the two persons so appointed shall make the valuation, but shall before they commence their duty appoint an umpire by writing, and the decision of the two valuers, if they agree, or of their umpire if they disagree, shall be final, and in case the Purchaser shall neglect or refuse to appoint a valuer and to give notice thereof in manner and within the time above mentioned, the valuer appointed by the Vendor alone shall make the valuation, and his valuation shall be final. In the following conditions the words "the balance of his purchase-money" include the amount of the aforesaid valuation.

4.—(1) The Purchaser shall at the close of the sale to him pay a deposit of £10 per cent. on the amount of his purchase-money and sign an agreement in the form subjoined to these conditions for the completion of his purchase according to these conditions and pay the balance of the purchase-money on the 24th day of June, 1927, at the office, No. 9, London Road, Sevenoaks, of Messrs. Knocker, Knocker & Foskett, the Solicitors of the Vendor, at which time and place the purchase shall be completed.

(2) The Purchaser paying his deposit-money shall as from that day be let into possession or receipt of rents and profits and pay all outgoings.

(3) Up to that day all rents, rates, taxes and other outgoings shall (if necessary) be apportioned and so that all rates shall be apportioned according to the period for which they are intended to provide and not as running from the dates when the same are made or allowed, and the balance shall be paid by or allowed to the Purchaser on completion.

(4) If from any cause whatever, other than wilful default on the part of the Vendor, the completion is delayed beyond the before-mentioned day, the balance of the purchase-money shall bear interest at the rate of £6 per cent. per annum from that day to the day of actual payment thereof.

5.—(1) The Purchaser shall within 14 days after the delivery of his abstract send to the Solicitors of the Vendor a statement in writing of all the objections and requisitions (if any) to or on 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 waived, and an abstract, though in fact imperfect, shall be deemed perfect, except for the purpose of any further objections or requisitions which could not be taken or made on the information therein contained.

(2) An answer to any objection or requisition shall be replied to in writing within seven days after the delivery thereof, and if not so replied to, shall be considered satisfactory.

(3) Time shall be in all respects of the essence of this condition.

(4) If the Purchaser shall take any objection or make any requisition which the Vendor shall be unable or on the ground of expense unwilling to remove or comply with, or if any question shall arise as to the conveyance and the Purchaser shall not withdraw such objection or requisition or waive the question within seven days after being required so to do, the Vendor may by notice in writing delivered to the Purchaser or his Solicitor and notwithstanding any intermediate negotiation or litigation, rescind the contract for sale, and the Vendor shall within one week after such notice repay to the Purchaser his deposit-money, which shall be accepted by him in satisfaction of all claims on any account whatever, and the Purchaser shall return forthwith all abstracts and papers in his possession belonging to the Vendor.

6.—The abstract of title shall commence with the probate of the will of the late Multon Lambarde, who died on the 21st December, 1896. By his Will that Testator devised (*inter alia*) all his freehold lands (except what he otherwise disposed of) to uses under which the Vendor is tenant for life. A statutory declaration shall be furnished, if required, at the expense of the Purchaser, that the property has since the Testator's death been enjoyed in accordance with the title derived under such devise and upon this evidence it shall be assumed that the Testator was at the date of his death seised of all the property for an estate in fee simple in possession free from incumbrances and that the property passed under the aforesaid residuary devise and no further evidence on these points shall be required.

7.—(1) The property is sold with the benefit of certain rights of way both exercisable on foot and with horses, carts, carriages and agricultural machines and also to drive cattle and other animals over

- (a) The bridge marked " Stone Bridge " on the Sale Plan and over and along a strip of land between the points respectively marked " B " and " C " on the said plan into Shoreham Lane;
- (b) The roadway under the bridge marked " Y D " on the said plan and over and along a strip of land from the point marked " D " to the point marked " E " on the said plan into the Sevenoaks to London Road;
- (c) The roadway under the bridge marked " Z " on the said plan between the points marked " A1 " and " S " on the said plan and over and along the roadway under the bridge marked " X " on the said plan and over and along a strip of land from the point marked " F " on the said plan to the point marked " A2 " on the said plan into the said Sevenoaks to London Road.

The aforesaid rights are exercisable in common with the owners and occupiers of the lands over which the same are respectively enjoyed and certain other persons.

(2) The property is sold subject to certain rights of way both exercisable on foot and with horses, carts, carriages and agricultural machines and also to drive cattle over and along a roadway of the width of 40 feet marked on the said plan (which roadway was at the respective dates of the said conveyance and agreement intended to be made but has never in fact been made) between the points marked " A1 " and the Eastern end of the said bridge marked " X."

(3) The rights mentioned in paragraphs (1) and (2) of this condition were respectively granted and reserved by a Conveyance dated the 10th October, 1867, executed by the late Admiral George William Hughes D'Aeth (the then owner of the property to be sold and of the lands over which the rights mentioned in paragraph (1) of this condition were to be exercisable) in favour of Francis Crawshay, a predecessor in title of the Vendor, and were afterwards confirmed by an agreement dated the 18th December, 1909, and made between the Right Honourable William Archer Earl Amherst of the first part, the Vendor of the second part and the persons who were then the Trustees for the purposes of the Settled Land Acts, 1882 to 1890, of the Will of the said Multon Lambarde of the third part. The said conveyance also contains covenants by the said Admiral D'Aeth and Francis Crawshay as to the making at their joint

expense of a carriage road with a footpath on one side from the point marked " A1 " on the said plan to the Eastern end of the bridge marked " X " thereon. Abstracts or copies of the said conveyance and agreement may be inspected at the office of the Vendor's Solicitors during a period of seven days next preceding the date of sale or in the sale room at the time of sale and the Purchaser (whether he inspects the same or not) shall be deemed to have notice of all the terms thereof.

(4) The Vendor has been advised that the said covenants as to the making of the said road are not enforceable against the Vendor, but the property is sold and will be conveyed subject to the said covenants if and so far as the same may be so enforceable, and the Purchaser shall in his conveyance covenant to indemnify the Vendor and all other persons claiming under the Will of the said Multon Lambarde from all (if any) liability in respect thereof.

(5) The said conveyance and agreement will be included among the muniments of which an abstract will be supplied to the Purchaser, but the Purchaser shall not be entitled to an abstract of the title to the said easements intervening between the date of the said conveyance and the said Will of Multon Lambarde or to make or take any requisition, enquiry or objection relating to the said easements hereinbefore mentioned or to the said covenants or to any of the same respectively.

8.—(1) Abstracts or copies of the leases or agreements (if in writing) under which the tenants hold may be inspected at the office of the Vendor's Solicitors during a period of seven days next preceding the day of sale, or in the sale room at the time of sale, and the Purchaser (whether he inspects the same or not) shall be deemed to have notice of and shall take subject to the terms of all the existing tenancies, whether arising during the continuance or after the expiration thereof, and such notice shall not be affected by any partial or incomplete statement in the particulars with reference to the tenancies, and no objection shall be made on account of there not being an agreement in writing with any tenant.

(2) The Purchaser shall keep the Vendor indemnified against all claims by the tenants for compensation under the Agricultural Holdings Act, 1923, or otherwise, except in respect of any tenancy which expires or is determined on or before the date fixed for completion.

9.—(1) The Purchaser shall admit the identity of the property purchased with that comprised in the muniments offered by the Vendor as the title thereto, upon the evidence afforded by the descriptions contained in such muniments and of the statutory declaration referred to in Paragraph 6 of these conditions.

(2) The Vendor shall not be bound to shew any title to boundaries, division fences, hedges or walls.

(3) The Purchaser shall be deemed to buy with full notice in all respects of the actual state and condition of the property sold and shall take the property as it is.

10.—(1) The property is sold subject to tithe rentcharge, chief, quit and other rents, rights of way and water, and other rights, easements, quasi-easements, liabilities and public rights affecting the same, and to any subsisting liability to repair party walls, fences, roads or streets.

(2) The receipts for the last amounts due in respect of tithe rentcharge shall be sufficient evidence of the amounts.

(3) The Vendor shall not be required to obtain the apportionment of any tithe rentcharge.

11.—If before the completion of the purchase the Vendor shall expend money in complying with requirements in respect of the property enforceable against him, and made either before or after the sale by any local authority of the district within which the property is situated, whether as to sanitary or street works or otherwise, or if before the

completion of the purchase the Vendor shall pay to the local authority any expenses charged on the property in respect of any works effected or resolved upon, either before or after the same, by the local authority, the Purchaser shall, on the completion of the purchase, repay to the Vendor the amount so expended, with interest thereon at the rate of £6 per cent. per annum from the date of payment, and in case any such requirement shall not have been complied with before the completion of the purchase, the Purchaser shall covenant to indemnify the Vendor in respect thereof, and shall charge the property with such indemnity, but the Vendor upon receiving notice of any such requirement shall inform the Purchaser thereof and give to him the option of complying therewith within a reasonable time.

12.—(1) The Vendor sells and will convey as tenant for life under the Settled Land Act, 1925, the Trustees for the purposes of that Act joining in the conveyance for the purpose only of acknowledging the receipt of the purchase-money.

(2) The Vendor shall not be required to give any covenants for title except those implied by reason of his being expressed to convey as Trustee.

13.—The conveyance to the Purchaser shall be prepared by him and at his own expense and the engrossment thereof shall be delivered at the office of the Solicitors of the Vendor at least 10 days before the day fixed for completion of the sale, for execution by the Vendor and the said Trustees and all other necessary parties (if any) and the draft of such conveyance for perusal and approval on behalf of the Vendor, the said Trustees and all other necessary parties (if any) shall be left at the said office at least seven days before the delivery of the engrossment.

14.—The Vendor will retain all documents relating to any property not comprised in this sale and retained by him, and will give, at the cost of the Purchaser, a statutory acknowledgment of the right of the Purchaser to production of documents so retained and to delivery of copies thereof and also a statutory undertaking for the safe custody thereof.

15.—The property is believed to be and shall be taken as correctly described, and any incorrect statement, error or omission found in the particulars, conditions or sale plan shall not annul the sale, nor entitle the Purchaser to be discharged from his purchase, nor shall the Vendor or Purchaser claim or be allowed any compensation in respect thereof.

16.—(i) If the Purchaser shall neglect or fail to comply with any of the above conditions his deposit-money shall be forfeited to the Vendor, who may with or without notice re-sell the property without previously tendering a conveyance to the Purchaser.

(ii) Any re-sale may be made by auction or private contract at such time, subject to such conditions and in such manner generally as the Vendor may think proper.

(iii) If thereby the Vendor shall incur a loss by reason of diminution in price or expenses incurred, or both, after taking into account the deposit, the Purchaser shall pay to the Vendor the amount of such loss as liquidated damages.

(iv) On any such re-sale by auction the property may be bought in and all expenses consequent on an unsuccessful attempt to re-sell shall be forthwith paid to the Vendor by the defaulter at this sale.

Purchase-money	£
Less Deposit ...	£
Balance ...	£
Total ...	£

24