

In the High Court of Justice.

1877: W. 370.

CHANCERY DIVISION.

FARRIN
v.
DIXON. } Re WYMAN'S ESTATE.

Particulars and Conditions of Sale
OF
FREEHOLD ESTATES,

Situate in the Parish of Mersham, in the County of Kent,

COMPRISING A

Freehold Dwelling House & Out-buildings

WITH ABOUT

21 ACRES OF MEADOW OR PASTURE LAND

ADJOINING, AND

EIGHT FREEHOLD COTTAGES,

WHICH WILL BE SOLD BY AUCTION, BY

MR. BEDO HOBBS,

With the approbation of His Lordship, the Master of the Rolls, the Judge, to whose division this matter and action are attached, pursuant to the Order therein, dated the Fourth day of July, 1878, at the

SARACEN'S HEAD HOTEL, AT ASHFORD,

IN THE SAID COUNTY OF KENT,

On Tuesday, the 17th day of September, 1878,

AT THREE O'CLOCK IN THE AFTERNOON, IN TWO LOTS,

WITH IMMEDIATE POSSESSION.

Particulars and Conditions of Sale may be had of Messrs. HALLETT, CREERY, and FURLEY, of Ashford, Kent, Solicitors; of Messrs. DUNCAN, WARREN, and GARDNER, of 45, Bloomsbury Square, London, Solicitors; of the AUCTIONEER, at Bonnington, near Hythe, Kent; and at the Place of Sale.

PARTICULARS.

LOT 1.

ALL THAT

Freehold Dwelling House

SITUATE ON THE

WEST SIDE OF THE HIGH ROAD LEADING FROM BROADOAK TO MERSHAM STREET,

In the Parish of Mersham, in the County of Kent, about a Mile-and-a-Half from Smeeth Station, South-Eastern Railway, and Four Miles from the Market Town of Ashford,

Containing Entrance Hall, Parlour, Living Room, Kitchen, Wash House, Dairy, and Domestic Offices, Five Bedrooms, and Dressing Room, Store Room, and Attics, having Front and Back Staircases, with a

CAPITAL WELL-STOCKED KITCHEN GARDEN,

SMALL GREENHOUSE,

AND OUT-BUILDINGS,

Which consist of a Large Warehouse, Barn with Stable attached, Chaise House, Lodge, and Yards,

TOGETHER WITH

21a. 3r. 12p.,

OF VERY EXCELLENT

MEADOW OR PASTURE LAND.

COLOURED PINK ON PLAN.

This Lot is adjoined by the Estates of Sir James Graham Domville, Bart., and by the Property of Mr. John Prebble, and is bounded on the North by the River Stour, which affords good Fishing.

A right of way for all purposes, 12 feet wide, is reserved to the purchaser of Lot 1 through Lot 2 into the high road leading from Broadoak to Mersham Street, as shown, and Coloured Brown on Plan.

LOT 2.

ALL THOSE

EIGHT FREEHOLD COTTAGES,

WITH

The Gardens and Yards thereto belonging,

SITUATE ADJOINING LOT 1,

Fronting the HIGH ROAD leading from BROADOAK to MERSHAM STREET,

CONTAINING TOGETHER

2r. 34p. (more or less),

And now in the several occupations of Messrs. Charles Reading, Henry Vidgen, Alfred Verrall, William Bull, Joseph Weeks, William Johnson, Edward Stone, and John Taylor, as Weekly Tenants, at Rentals amounting to £51 13s. 6d. per annum. [*Coloured Blue on Plan*].

In the High Court of Justice,
CHANCERY DIVISION.

FARRIN }
v. } Re WYMAN'S ESTATE.
DIXON. }

Particulars and Conditions of Sale

OF A

FREEHOLD MESSUAGE,

OR TENEMENT,

AND

21a. 3r. 12p. (more or less),

OR

Meadow or Pasture Land,

TOGETHER WITH

EIGHT FREEHOLD COTTAGES,

SITUATE IN

THE PARISH OF MERSHAM, IN THE COUNTY OF KENT.

To be Sold by Auction, by

MR. BEDO HOBBS,

AT THE

SARACEN'S HEAD HOTEL,

AT ASHFORD, KENT,

On Tuesday, September the 17th, 1878,

AT THREE O'CLOCK IN THE AFTERNOON.

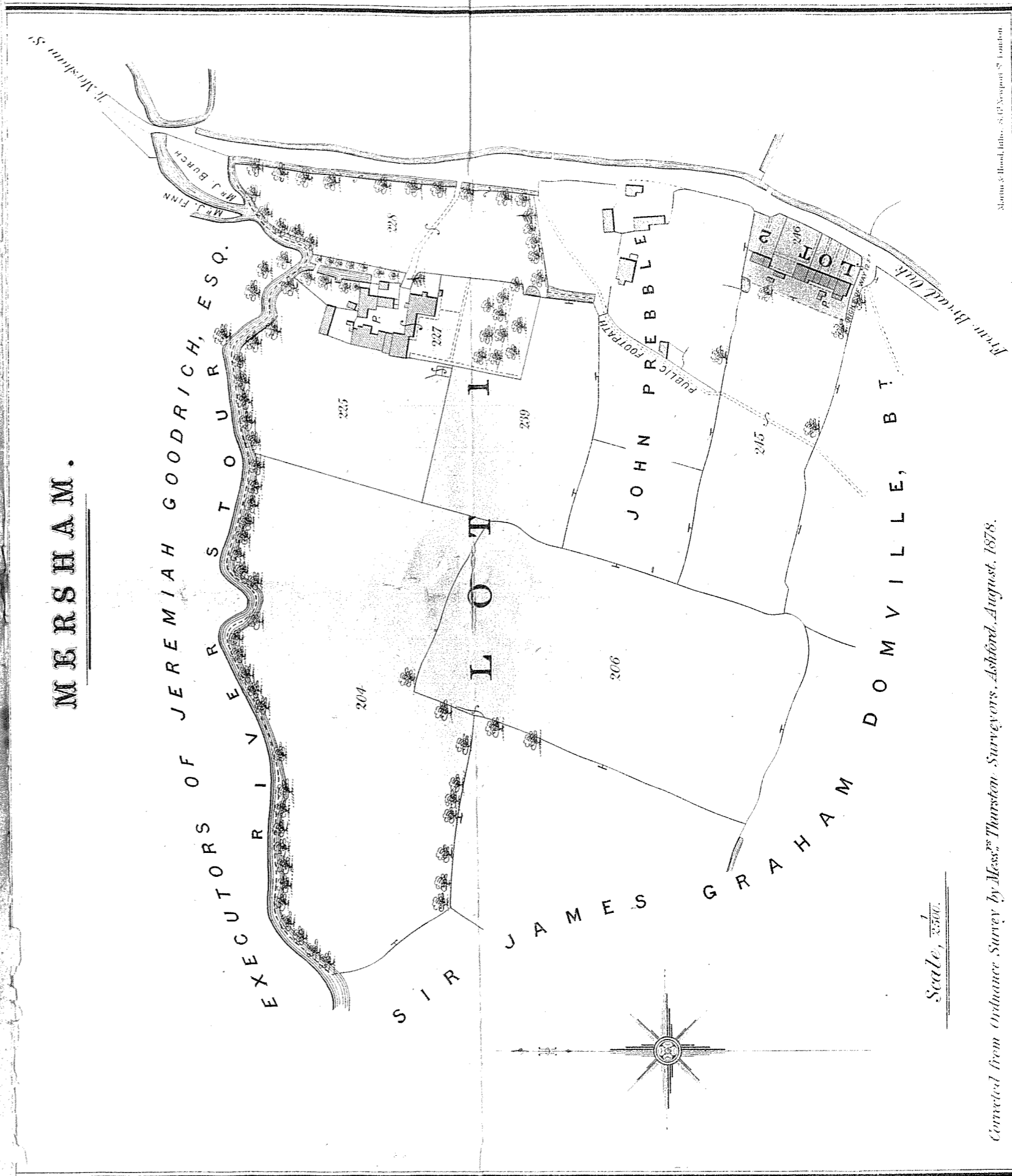
DUNCAN, WARREN, & GARDNER,

45, BLOOMSBURY SQUARE, LONDON

HALLETT, CREERY, & FURLEY,

ASHFORD, VENDORS' SOLICITORS.

THOMPSON, PRINTER, ASHFORD.



CONDITIONS OF SALE.

- 1.—No person shall advance less than £5 at each bidding.
- 2.—The sale is subject to a reserved bidding for each lot, which has been fixed by the Judge, to whose Court this action is attached.
- 3.—Each purchaser is at the time of sale to subscribe his name and address to his bidding, and the abstract of title and all written notices and communications and summonses are to be deemed duly delivered to and served upon the purchaser by being left for him at such address, unless or until he is represented by a solicitor.
- 4.—Each purchaser is at the time of sale to pay a deposit of £10 per cent. on the amount of his purchase-money to Mr. Bedo Hobbs, of Bonnington, the person appointed by the said Judge to receive the same.
- 5.—The Chief Clerk of the Vice-Chancellor Sir Charles Hall, will after the sale proceed to certify the result, and Tuesday, the 24th day of September, 1878, at twelve of the clock at noon is appointed as the time at which the purchasers may, if they think fit, attend by their solicitors at the Chambers of the said Vice-Chancellor, 14, Chancery Lane, in the County of Middlesex, to settle such certificate. The certificate will then be settled and will in due course be signed and filed, and become binding, without further notice or expense to the purchasers.
- 6.—The vendors (the plaintiffs in the action) are within four days after such certificate has become binding, to deliver to each purchaser, or his solicitor, an abstract of the title to the premises purchased by him, subject to the stipulations contained in these conditions.
- 7.—Each purchaser is within fourteen days after the actual delivery of the abstract, whether the same be delivered within the above-mentioned four days or not, to deliver at the office of Messrs. Hallett, Creery, and Furley, solicitors, Ashford, a statement in writing of his objections and requisitions (if any), in respect of the title, or the form of, or parties to the conveyance. And upon the expiration of such period of fourteen days, the title is to be considered as approved of and accepted by such purchaser, subject only to such objections and requisitions (if any), and a similar statement is to be delivered within fourteen days after the delivery of answers to any previous statement (whether such answers do or do not include any supplemental abstract), the title being considered as approved of and accepted, except as appearing by such similar statement, and every objection and requisitions not so delivered shall be considered as absolutely waived, notwithstanding any subsequent negotiation or litigation, and time shall in these respects be considered as of the essence of the contract, and for the purpose of any objection or requisition an abstract shall be deemed to be perfect if it supply the information suggesting the same, although otherwise defective. And if either purchaser shall insist on any objection or requisition which the vendors shall consider themselves unable, or on the ground of expense, or for any other reason which the Judge shall consider sufficient, shall decline to remove or comply with, the vendors with the sanction of the said Judge, shall, notwithstanding any intermediate negotiation, be at liberty by notice in writing signed by their solicitors, to rescind the contract upon such terms in all respects as the said Judge shall be pleased to direct.
- 8.—The abstract of title to each plot shall commence with a specific devise in the will dated the 13th July, 1822, and proved in the year 1824, of Thomas Wyman, whose seisin in fee shall be assumed, and no earlier title shall be called for, investigated or objected to. The property is believed to be of gavelkind tenure, but no evidence of tenure shall be required.
- 9.—All facts or matters admitted, proved, or proceeded on in the above-mentioned action of *Farrin v. Dixon*, or certified by the Chief Clerk of the Judge, to whose court that suit is attached, shall be deemed thereby conclusively evidenced.
- 10.—Each purchaser shall assume that every former owner of any part of the property whose wife or widow (if any) might be entitled to dower or freebench, and is not mentioned in the title, was unmarried at the time when he died, or ceased to be owner of the estate conferring the right of dower or freebench.
- 11.—Each purchaser shall admit the identity of the property purchased by him with that comprised in the muniments offered by the vendors, as the title to such property, upon the evidence afforded by a comparison of the descriptions in the particulars and muniments, and of a declaration to be made (if required) at the purchaser's expense, that the purchased property has been enjoyed according to the title for twenty years prior to the day of sale.
- 12.—Each lot is believed, and shall be taken to be, correctly described as to quantity and otherwise, and is sold subject to all chief and other rents, and other incidents of tenure, rights of way and water, and other easements (if any), charged or subsisting thereon, and if any error, mis-statement, or omission in the particulars be discovered the same shall not annul the sale, nor shall any compensation be allowed by the vendors or purchaser in respect thereof, except such (if any) as the Judge in Chambers shall be pleased to direct.
- 13.—Lot 2 is sold subject to a right of way of the width of twelve feet along the southern boundary of the said lot (as indicated by the dotted lines, and coloured brown on the sale plan), to be reserved or granted to the owners and occupiers of Lot 1, or any part thereof, and their families, servants, and workmen at all times, and for all purposes, to pass and re-pass with or without carts, waggons, carriages, horses, and other animals, along such road, and into and out of the same at any and every part thereof, and the conveyances of the lots shall contain proper provisions for the purpose of securing the enjoyment of such rights, easements, and privileges, the form of such provisions, in case of dispute, to be settled by the Judge, but nothing herein contained shall entitle the purchaser of either lot to require the concurrence in his conveyance of the purchaser of the other lot, or any covenant for the production of, or (except at his own expense) any attested copy of the conveyance of the other lot, nor shall the completion of the purchase of one lot be delayed on account of the non-sale or any delay in the completion of the sale of the other lot.
- 14.—In case Lot 2, or Lot 1, or any part thereof, are charged together, or in common with rent charge in lieu of tithes, or with land tax, the same shall be fairly apportioned on the different lots in sums to be determined by the Chief Clerk of the said Judge, but such apportionment shall be respectively made by and at the expense of the purchasers in shares proportioned to the apportioned sums, and the delay or neglect to make such apportionment shall not defer the completion of the purchase. If either lot be not sold the vendors shall, for the purposes of this condition, stand in the place of the purchaser.