

WOODBURY SALTERTON, DEVON.

The Particulars and Conditions of Sale

OF THE UNDERMENTIONED

PROPERTIES

IN THE FOLLOWING LOTS:

Lot 1,

A MESSAGE, FARM, AND LANDS,

CALLED

FRISCOES.

Situate in Woodbury Salterton, in the Parish of Woodbury, Devon,

Containing the Quantities, and in the several occupations next hereinaftermentioned—

No. ON TITHE MAP.	NAMES OF FIELDS, &c.	OCCUPIERS.	QUANTITY.			REMARKS.
			A.	R.	P.	
334	House and Premises . . .	Thomas Salter Pearce . .	1	1	13	In occupation of Mortgagor.
353	Great Tiddier Meadow . . .	Joseph Pile	3	1	24	Held under Lease for Ten Years, from Michaelmas, 1856.
457	Round Close	Robert Phillips	3	1	21	Held under Lease for Ten Years, from Michaelmas, 1853.
337	Half Brake	William Pile	3	1	21	Held under Lease for Seven Years, from Michaelmas, 1853.
302	South Close	William Pile	4	3	23	Ditto ditto.
102	Pit Park	Thomas Salter Pearce . .	3	0	8	In occupation of Mortgagor.
106	Heathfield Plot	Robert Phillips	0	3	35	Held under Lease for Ten Years, from Michaelmas, 1853.
166	Lower Gutter Close	Robert Pepprell	3	1	32	Held under Lease for Seven Years, from Michaelmas, 1853.
165	Higher ditto	Joseph Pile	2	0	13	Held under Lease for Ten Years, from Michaelmas, 1856.
327 and 8	Wilkin's Meadow	Robert Pepprell	2	2	7	Held under Lease for Seven Years, from Michaelmas, 1853.
356	Little Gratton	Robert Pepprell	2	0	9	Held for the remainder of last mentioned Term.
3545	Great ditto	Robert Pepprell	4	1	3	Ditto ditto.
325	Thistle Close	Joseph Pile	1	3	18	Held under Lease for Ten Years, from Michaelmas, 1856.
334	Garden	Thomas Salter Pearce . .	0	3	0	In occupation of Mortgagor.
183	Little Berry	Joseph Pile	0	1	32	Held under Lease until Michaelmas, 1860.
			34	1	38	

This Property is held by Copy of Court Roll of the Custos and College of Vicars Choral of the Exeter Cathedral for the longest of three Lives, aged respectively 13, 61, and 62 Years, under the Annual Rent of 10s., and subject to a Heriot of £6.

AND ALSO,

A POLICY OF ASSURANCE *for £700*

Effectuated with the West of England Assurance Company,

On the Life of the youngest of the said Lives, dated the 13th day of September, 1854, at the Annual Premium of £12 5s.

Lot 2,

ALL THOSE FIELDS OR CLOSES OF LAND,

COLLECTIVELY CALLED

HEATHFIELDS,

Situate in Woodbury Salterton aforesaid, containing the several Quantities, and in the occupations next hereinaftermentioned—

No. ON TITHE MAP.	NAMES OF FIELDS, &c.	OCCUPIER.	QUANTITY.		
			A.	R.	P.
63	Lower Brake	Thomas Salter Pearce	2	3	27
63	Higher Brake	"	4	0	0
65	Dry Meadow	"	2	0	10
66	Peas Close	"	2	1	27
67	Thatched Close	"	2	1	7
185	Heathfield	"	1	1	24
321	Long Ferns	"	0	3	34
			15	3	19

This Lot is held under a Lease of the late Lord Rolle, determinable on the death of the survivor of two Lives, aged respectively 54 and 47 Years under the Yearly Rent of 10s. 6d., and subject to a Heriot of £1 1s.

Which will be SOLD, by Auction, under a Power of Sale contained in an Indenture of Mortgage thereof, by Mr. JOHN WARREN, at STANCOMBE'S WHITE HART HOTEL, South Street, Exeter, on THURSDAY, the 9th day of APRIL next, at Three o'Clock in the Afternoon.

The Properties may be viewed by permission of the Tenants; and particulars and Conditions of Sale may be obtained on application to the AUCTIONEER, Wonford, near Exeter; or

MR. WM. HUGGINS,

Solicitor, Exeter.

CONDITIONS OF SALE.

The highest bidder shall be declared to be the purchaser; and if there shall be any reasonable dispute as to who is the highest bidder, the premises shall be put up again at the amount of the last preceding bid.

No purchaser shall advance less at any bidding than a sum to be named, from time to time, by the auctioneer.

The purchasers shall immediately on the conclusion of the sale sign an agreement for the purchase of the premises, and shall, at the same time, pay into the hands of Mr. William Huggins, the vendor's solicitor, a deposit of ten pounds per centum on the purchase money, with three guineas to him for the agreement, and the same fee to the auctioneer, in respect of lot 1; and two guineas to such solicitor for the agreement, and two guineas to the auctioneer for his fee, in respect of lot 2.

The purchases shall be completed on the 24th day of June next, at the Office of the said William Huggins, in Paul Street, Exeter, between the hours of ten and two in the day, up to which day all outgoing bills shall be paid by the vendor, and from which day the purchasers shall be entitled to possession of the rents and profits; but the purchasers shall be at the expense of ejecting the mortgagor from such portion as is in his possession. And if from any cause whatever, not proceeding from the vendor, the completion shall be delayed beyond the day above named, the purchasers shall thenceforth pay interest on their purchase money at the rate of five pounds per centum per annum.

If either purchaser shall fail to pay the full amount of his purchase money at the time hereinbefore stipulated, his deposit shall be forfeited to the vendor by way of stipulated damages, and the vendor shall be at liberty to resell the premises by public auction or private contract; and the purchaser or purchasers shall, immediately after any such resale, repay unto the vendor any loss which may be sustained by reason of the noncompletion of the present contract; and for the purposes of this stipulation time shall be deemed to be of the essence of the contract; and it shall not be necessary to tender any conveyance or assignment to the purchaser making such default previously to the recovery of such loss, but this condition shall be without prejudice to the vendor's right of enforcing the contract in equity.

The vendor will deliver an abstract of his title within twenty-one days after the day of sale.

No proof of the lessor's or grantor's title shall be required, nor shall any objection be made thereto, or to the validity of the leases.

The last receipt for rent shall be conclusive evidence of the due payment, performance, and observance of all rents and lessees' covenants up to the time of such receipt, and no question shall be raised upon the competency or title of the person or persons by whom such receipt shall have been signed.

Each purchaser shall pay the expenses of any journey which may be necessary for the purpose of examining or inspecting any of the deeds or instruments relating to the title to the hereditaments purchased by them respectively, and all other expenses of or connected with such examination or inspection.

All objections (if any) to and requisitions upon or in respect of the title not made and delivered to the vendor's solicitor within twenty-one days from the delivery of the abstracts shall be deemed and taken to be waived.

All recitals, averments, or statements of births, ages, deaths, marriages, descents, intestacies, or other facts or conclusions of law whatsoever contained in or to be inferred from any document of title dated twenty years ago or upwards shall be conclusive evidences of the facts, matters, or things therein recited or stated.

All attested official or other copies of or extracts from deeds, wills, or other instruments, whether of record or not, and any certificates, declarations, and other evidences of births, baptisms, ages, deaths, marriages, descents, facts, and circumstances whatsoever which shall be required either for the verification of the abstracts for proving the identity of the premises or otherwise, and all information whatsoever not in the vendor's possession, and which shall be required by the purchasers, shall be procured by the vendor, at the expense of the purchaser or respective purchasers requiring the same, and all the expenses of or connected with any surrenders, admissions, acts, deeds, matters, or things for vesting the legal estate in the purchasers, or for perfecting the title, whether at law or in equity shall be paid for by the purchasers; and no purchaser shall be entitled to delay the completion of his purchase on any account relating to the legal estate.

The vendor shall not be required to procure any covenant for the production of any document of title not in his possession, and no objection is to be taken on the ground of any such covenant found in any document abstracted not running with the land or by reason of any other defect.

If either lot shall remain unsold, all such documents as relate to both lots shall be retained by the vendor; but if both lots shall be sold, and to different persons, the custody of such documents shall belong to the purchaser of lot 1; and the purchaser not having the custody of the aforesaid documents shall, at his own expense, be entitled to the usual covenant for production and furnishing copies.

If the vendor shall, from any cause whatsoever, be unable, or shall refuse, or be unwilling to reply to, or remove any of the purchaser's requisitions or objections to the title, he shall be at liberty to rescind the contract, notwithstanding he may have previously endeavoured to comply with or remove, or otherwise have replied to, any such objections or requisitions. And if the contract shall be so rescinded by the vendor, the vendor shall not be required by the purchasers to pay or indemnify them against any costs or expenses which they may have incurred in or about the investigation of the title.

The conveyances or assignments to the respective purchasers, and all other instruments whatsoever, if any, incidental thereto, shall be prepared by the purchaser's solicitors, at the expense of the respective purchasers.

If any mistake or error has been made in the particulars in any respect whatsoever, such mistake or error shall not annul the sale, but an equivalent or compensation shall be given or taken, as the case may require to be settled by arbitration in the usual way, the arbitrators in the first place choosing an umpire; but no objection or requisition shall be made in respect of any right of way, or other easement, nor of any unintentional mis-statement not exceeding twelve months in the ages of the lives respectively.

In case of the dropping of any life, or of damage by fire or tempest, or in case of any other accident, the loss shall be borne by the respective purchasers.

The vendor, being mortgagee, shall only enter into the usual covenant against incumbrances.

One bidding is reserved for the vendor in respect of each lot.

I do hereby acknowledge that I have this day purchased the premises comprised in the particular is described, for the sum of _____, and have paid the sum of _____ as a deposit and in part payment of the purchase money; and I do hereby agree to pay the remainder thereof and complete the said purchase in all other respects, agreeably to the conditions of sale.

As witness my hand this _____ day of _____

Purchase money £ _____

Deposit money £ _____

Balance to be paid ... £ _____

Received of _____ lot _____, the sum of £ _____ of £ _____

_____, being the purchaser of the premises comprised in _____, as the deposit and in part of the purchase money, or sum _____, for the said premises, subject to the conditions of sale before stated.

...of the property of the said ...
...in the case of the property of the said ...
...of the property of the said ...

WOODBURY SALTERTON,

DEVON.

PARTICULARS AND CONDITIONS

S A L T E R

OR

Friscoes and Heathfields

ESTATES,

IN WOODBURY SALTERTON, DEVON.

THE WILLS AND CO., ESTATE AGENTS, EXETER.