

Stipulations

(TO BE DEEMED TO BE PART OF THE CONDITIONS OF SALE).

1. - The Particulars and Plans have been carefully prepared, and the Areas are taken from the Ordnance Survey Map (Edition 1902) with the consent of the Controller of H.M. Station Office, they are believed to be correct, but their accuracy is not guaranteed, and no claim for errors or omissions can be admitted.

2. - The Sale is subject to existing Tenancies, but the Vendor, on receipt of a written request from the Purchaser of any lot or lots within 14 days of the signing of the Contract, will give the Tenant of such lot or lots the necessary notice to quit, in the case of holdings held on Yearly Tenancies.

3. - The Counterpart Leases or Agreements (where existing) or copies thereof, may be inspected on application to Messrs. Lowe and Co., 2, Temple Gardens, E.C.4, and the Purchaser, whether taking advantage of such opportunity or not, shall be deemed to have full notice of the contents of such Leases or Agreements.

4. - Purchasers shall not be required to indemnify the Vendor against all legal claims by the Tenant for compensation in respect of and including any Disturbance, Tenant Right, either under their Agreements, Valuation Award upon entry, the Custom of the Country, the Agricultural Holding Act now in force, or otherwise.

5. - All Fixtures to which a tenant can show a title are excluded from the Sale. Care has been taken to omit any description of them, but, whether mentioned in these Particulars or not, they are not included in the Sale.

6. - The Properties are sold subject to all Rights of Way, Water and other Easements (if any) belonging to or existing over the same, as well as to any Rent Charge, Land Tax or other outgoings (if any), and to the Rights of the Tenants under their Leases or Agreements, and also to all liabilities as to the maintenance of fences, drains, ditches or water courses charged or subsisting upon the Properties, whether same are referred to in the Particulars, Plans, etc., or not.

7. - The amounts of Tithe is stated in the Particulars for the information of Purchasers, but no guarantee of accuracy is given or implied, and in such cases where apportionment has been necessary it has been made for the purpose only of this Sale, and any Purchaser requiring legal apportionment must obtain on at his own expense.

8. - All standing Timber will be included. This has been moderately valued, the amount of such valuation being stated in the Particulars at the foot of the lot in which any woodland occurs.

9. - The Vendor reserves the right to alter the arrangement of the lots, to amalgamate, subdivide or withdraw any lot he may think well on before the date of the sale.

10. - Where two or more lots, or portions of lots, are now held by one Tenant, the rents have been divided by way of apportionment between between the several lots for the purposes of this Sale only. The several amounts are described in the Particulars as apportioned, but the consent of the Tenant to such division has not been asked and shall not be required, and every Purchaser shall be satisfied with such apportionment, and shall not make any requisition in respect thereof

11. - The description of Me Cultivations in the Particulars have been taken from the Schedules to the Agreements. and do not necessarily accurately describe the present state thereof. Should any Tenant have laid down any land to pasture at his own expense, either with or without his Landlord's consent, and hereafter claim to be paid for having done so, the Vendor shall not be liable for any such claim, which, if substantiated, shall be met by the Purchaser.