

PARTICULARS.

GENERAL REMARKS.

1.—The Plan is prepared and the quantities are taken from the Ordnance Survey of Great Britain, recently corrected by the Auctioneers. They are believed to be correct, and shall be so accepted both by vendor and purchasers, and no error or mis-statement therein, or in the following Particulars, shall annul the sale or entitle either party to compensation.

2.—The properties (as lotted) are sold and will be conveyed subject, as regards the properties affected thereby, to the charges mentioned in the next General Remark, but with the benefit of the arrangement stated in the same Remark as regards the money charge of £3 12s. 2d. there mentioned, and subject also to and with the benefit of all rights of way (including existing occupation ways, methods of water supply or other users of a similar nature now enjoyed by the vendor and his tenants respectively), rights of water, and easements and quasi-easements of every description that may affect or are enjoyed (whether in consequence of unity of ownership or otherwise) with the same respectively, and also subject to all existing tenancies and rights of off-going tenants, and to all fines, quit or chief rents, and outgoing of every description that may be subsisting or chargeable thereon, and the purchasers are to be deemed to have notice thereof whether mentioned in these Particulars or not. The description of the cultivation of the lands may be taken as representing their present state, but shall not affect the rights of any tenant or tenants to alter such cultivation, and the properties are sold subject to such rights (if any).

3.—The outgoing payable by the vendor are believed and shall be taken to be as follows:— A Rent-charge of £40, charged upon Lot 12, and a money-charge of £3 12s. 2d. charged upon the whole Estate except Lot 35, and which, for the purposes of sale, is to be considered as charged upon Tockenham Court Farm, part of Lot 9, in exoneration of the remainder of the Estate, and the said Farm shall be conveyed accordingly; both of these outgoing are payable to the Vicar or Incumbent of Lyneham. Purchasers shall accept the foregoing arrangement, and shall require no evidence of the origin of the charge of £3 12s. 2d., or any release from or indemnity in respect thereof. The Land Tax over the whole, for the present year, amounts to the sum of £151 12s., which outgoing has been apportioned over the various lots, for the purposes of sale only, and the amounts of the several apportionments are stated at the end of the description of each respective lot affected thereby, but the vendor shall not be called upon to give legal effect to such apportionments. All other rates and taxes are paid by the tenants, with the exception of those upon the cottages, manor house, allotments and lands in hand, which are paid by the landlord.

4.—The whole of the greens and roadside wastes in the Parish of Lyneham belong to the Manor of Lyneham, and portions of these are included in the sales of Lots 8, 13 and 14 respectively. These greens and roadside wastes are not coloured on the sale plan, and their quantities are not included in the areas of the lots.

5.—All growing timber, timber-like trees, tellers, pollards, saplings and plantations, and underwood down to the stub, shall be taken to and paid for by the purchaser, or each respective purchaser, at a fair valuation to be made by two valuers or their umpire in manner hereinafter provided.

6.—If at the time of the completion of the purchase any of the lands are in the hands of the vendor, the customary tenant-right, cultivations, and growing crops shall be taken to and paid for by the purchaser or purchasers as between an incoming and an outgoing tenant, and as hereinafter provided.

7.—The valuations mentioned in clauses 5 and 6 of these General Remarks shall be made in manner following, that is to say, by a member or representative of the firm of Messrs. WALTON & LEE, as valuer on behalf of the vendor, and by a valuer whom the purchaser, or each respective purchaser, shall appoint to act on his behalf. The purchaser, or respective purchasers, shall give to the Auctioneers notice in writing of such appointment within twenty-one days of the signing of the contract; but if the purchaser or purchasers shall refuse or fail so to appoint a valuer for the purpose aforesaid, or to notify such appointment to the Auctioneers in manner aforesaid, or if the valuer so appointed shall refuse or neglect to act, and the party appointing him shall not within seven days likewise notify his appointment of another valuer, then the valuation shall be made by the vendor's valuer alone. Before proceeding to settle the valuations hereinbefore referred to, the valuers shall appoint an umpire whose decision shall be conclusive and binding upon both parties, and if such appointment be not made at least one calendar month before the date fixed for completion of the purchase, such umpire shall be appointed by the Board of Agriculture and Fisheries upon the application of either party or his valuer.

8.—Where two or more lots or portions of lots are now held by one tenant the rent has been divided by way of apportionment between the several lots, regard having been had to the quality, quantity and rental of the entire holding and of the divided parts. The several amounts are described in the Particulars as apportioned, but the consent of the tenants to such divisions shall not be required, nor shall any legal apportionment or indemnity be required.

9.—The vendor reserves the right to alter the construction or rotation of any of the lots, to put two or more lots together, or divide any lot, or to withdraw any or all of them from sale without declaring the reserve price.

10.—Should any dispute arise between the vendor and purchaser or purchasers, or between purchasers, as to the boundary of any lot or lots, or as to the interpretation of any part of the Particulars (including these General Remarks) or the Plan, the matter in dispute shall be referred to the arbitration of the Auctioneers, whose decision shall be conclusive and binding on all parties, and who shall also decide how the costs of such reference shall be borne.