

12.—The purchaser of Lot 9 shall enter into a covenant with the vendor, to be contained in his conveyance (of which a duplicate shall be engrossed by and at the expense of the vendor, but shall be examined, executed and denoted by the purchaser at his expense), to pay the said money charge of £3 12s. 2d., and to indemnify the vendor and the purchasers of the other portions of the estate comprised in the particulars of sale, and the unsold portions thereof (if any), against the same, and all costs occasioned by the non-payment thereof.

13.—No purchaser shall require any evidence that the property purchased by him is title free, beyond a declaration to be made, if required, at the purchaser's expense, that none is now paid.

14.—The respective conveyances to the several purchasers shall contain such uses, trusts, powers and provisions and covenants by the respective purchasers, as the vendor's counsel shall consider necessary or proper for the purpose of giving full effect to the stipulations contained in the general remarks aforesaid, and these conditions, and the respective purchasers shall execute the conveyances of the lots purchased by them, but shall not be entitled to see the conveyances to any of the other purchasers, or to make any requisition, objection or enquiry relative thereto.

15.—Every purchaser shall pay the remainder of his purchase-money, and the value of the timber, timber-like trees, tellers, pollards, saplings, plantations and underwood, and other matters to be taken to and paid for by him, as mentioned in the aforesaid general remarks, on the 30th day of November next, at the office, No. 19, Surrey Street, Strand, in the County of London, of Messrs. FEW & Co., the vendor's solicitors to the trustees for purposes of the Settled Land Acts, 1882 to 1890, of the settlement under which the vendor is tenant for life of the property purchased, or into court, as the vendor shall in writing or otherwise according to law direct, and upon such payment the vendor and all other necessary parties (if any) will make and execute a proper conveyance of such property to the purchaser; but such conveyance, and every other assurance and act (if any) which shall be required by any purchaser for getting in, surrendering, or releasing any outstanding estate, right, title or interest, or for completing or perfecting the vendor's title, or for any other purpose, shall be prepared, made and done by and at the expense of the purchaser, and every such assurance shall be left, not less than ten days before the said 30th day of November next, at the office aforesaid, and the expense of the perusal on behalf of, and execution and acknowledgment by all parties other than the vendor of all such assurances shall be borne by the purchaser requiring the same. As the vendor is selling in his character of tenant for life under the powers of the said Acts, his covenants for title and further assurance, whether express or implied, shall, as regards the reversion or remainder expectant on his life estate in the property, be qualified so as to extend only to the acts of himself and persons claiming under him. As the muniments of title relate also to property not included in this sale, they will be retained, and the vendor will (if required) give to purchasers, or procure to be given, a statutory acknowledgment of the right to production and delivery of copies, but without (except as to documents in the custody of the vendor) any undertaking for safe custody thereof, to be prepared by and at the expense of the purchaser.

16.—The rents or possession of the property will be received or retained and the outgoing discharged by the vendor down to the said 30th day of November next, and as from that day the outgoing shall be discharged, and the rents or possession taken by the purchaser, and such rents and outgoing shall (if necessary) be apportioned for the purpose of this condition, between the vendor and the purchaser, the latter paying to the former on completion the full amount of any accruing or unreceived rents, subject to proper deduction in respect of the outgoing. If from any cause whatever any purchase shall not be completed on the said 30th day of November next, the purchaser shall pay interest on the remainder of his purchase-money, and on the aforesaid value of the timber, timber-like trees, tellers, pollards, saplings, plantations and underwood and other matters to be taken to and paid for by him as mentioned in the aforesaid General Remarks, at the rate of £4 per cent. per annum, from that day until the purchase shall be completed, and shall not be entitled to actual possession or receipt of rents until such completion, or to any compensation for the vendor's delay or otherwise, and, pending completion, the lot shall be at the sole risk of the purchaser, nor shall the vendor incur any liability by reason of its becoming or remaining untenanted, uncultivated, uninsured or deteriorated.

17.—Every purchaser shall send his objections and requisitions (if any) in respect of the title and of all matters appearing on the abstract, particulars or conditions, to the office aforesaid within fourteen days from the day of the delivery of his abstract, and in this respect time shall be of the essence of the contract, and in default of such objections and requisitions (if none), and subject only to such (if any), shall be deemed to have accepted the title. And if any purchaser shall insist on any objection or requisition as to the title or abstract or evidence of title, particulars, conditions, conveyance, possession, receipt of rents or otherwise, which the vendor shall be unable or unwilling to remove or comply with, the vendor may, by notice in writing to be given to the purchaser or his solicitor at any time, and notwithstanding any negotiation or litigation in respect of such objection or requisition, annul the sale, and shall thereupon return to the purchaser his deposit, but without any interest, costs of investigating the title, or other compensation or payment whatever.

LASTLY.—If any purchaser shall fail to comply with the above conditions his deposit shall thereupon be forfeited, and the vendor shall be at liberty to re-sell the property bought by such purchaser at such time and in such manner and subject to such conditions as the vendor shall think fit, and any deficiency in price which may happen on and all expenses attending the re-sale, shall immediately afterwards be paid by the defaulter to the vendor, and in case of non-payment shall be recoverable by the vendor as liquidated damages.