

CONDITIONS OF SALE.

- 4.—No person is to advance less than £20 at each bidding.
- 5.—The sale is subject to a reserved price, which has been fixed by the judge to whose Court this cause is attached.
- 6.—The purchaser is at the time of sale to subscribe his name and address to his bidding (in the bidding paper), 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.

1 7.—The purchaser is at the time of sale to pay a deposit of £10 per cent, on the amount of his purchase money to the ~~Auctioneer~~ *Fredrick Maynard Esq the Receiver appointed by the Court in the abve mentioned Suit.*

2 ~~The chief clerk of the said judge will after the sale and upon receipt of the contract and the money for the same, take possession of the property for and in behalf of the purchaser, and the same shall be delivered to the purchaser with all the necessary papers for and in behalf of the purchaser, and the same shall be delivered to the purchaser with all the necessary papers for and in behalf of the purchaser, and the same shall be delivered to the purchaser with all the necessary papers for and in behalf of the purchaser, and the same shall be delivered to the purchaser with all the necessary papers for and in behalf of the purchaser.~~

3 ~~The vendor is, within ten days after such certificate has become binding, to deliver to the purchaser or his solicitor an abstract of the title subject to the stipulation contained in these conditions.~~ *The date of the order confirming the Contract*
 The purchaser is within twenty-one days after delivery of the abstract, to deliver at the office of ~~the Registrar General~~ *the Registrar of the County of Middlesex, at the City of London, Wallbrook, City,* a statement in writing of his objections and requisitions (if any) to or on the title as deduced by such abstract, and upon the expiration of such period mentioned time, 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 seven days after the delivery of answers, to any previous statement, the title being considered as approved of and accepted, except as appearing by such similar statement, and time is to be deemed of the essence of this condition, as well in equity as at law, and for the purpose of any objection or requisition an abstract, shall be deemed perfect if it supply the information suggesting the same although otherwise defective. And if the purchaser shall insist on any objection or requisition which the vendor shall be advised not to remove or comply with, the vendor, with the sanction of the judge, shall notwithstanding any intermediate negotiation, and although he may have insisted that all or any of the objections and requisitions are or is unenforceable, be at liberty by notice in writing signed by his solicitors, to rescind the contract upon such terms in all respects as the judge shall direct or authorize.

11 11.—The title shall commence with a conveyance dated on the 1st November, 1853, and the purchaser shall be satisfied with the production of copies of the registries of such conveyance, certified by the registrars of the counties in which the property is situate, without requiring the production of the original conveyance, or making any requisition or objection in respect of the non-production thereof. The purchaser shall not, notwithstanding any recital, reference, or notice of or to prior title, be at liberty to investigate or require any explanation, or make any requisition or objection as to any title or evidence of title, or any other matter whatsoever prior to the said commencement, or appearing by such reference, recital, or notice. And the benefit of this condition shall not be waived or affected by the vendor originally, or subsequently furnishing an abstract of earlier title, or replying to any requisition of or giving any information to the purchaser. And all facts or matters admitted or provided in the above-mentioned suit of the City Bank v. Dresser, or certified by the chief clerk of the judge to whose Court that suit is attached, shall be deemed thereby conclusively evidenced, *Provided that the purchaser shall be entitled to be satisfied as to the right of donor etc. by the production of any title deeds and documents evidencing the absence of any persons who shall be entitled to the purchase on the completion of the purchase.*

12 12.—The property is believed and shall be taken to be accurately described as to quantity and situate and is sold subject to all easements (if any) subsisting hereon, and the purchaser shall not make any objection or requisition whatsoever in respect of any want of title to the coals, gold, silver, and other mines and minerals in or under the property, and if any error, or misstatement, or omission in the particular be discovered, the same shall not annul the sale, nor shall either vendor or purchaser claim compensation in respect thereof. The plan of the property attached to the particulars is believed and shall be taken to be correct, but the vendor does not pledge himself to its accuracy, the object of the plan being to give a general outline of the estate.

13 13.—The purchaser shall admit the identity of the property purchased by him with that comprised in the nomenclature offered by the vendor, as the title to such property upon the evidence afforded by a comparison of the descriptions in the particulars and monuments, and a declaration to be made (if required) at the purchaser's expense,

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