

SUSSEX

Particulars and Conditions of Sale,

OF SEVERAL TRULY

VALUABLE & DESIRABLE

LEASEHOLD ESTATES

CALLED

The Upper and Lower Broyle Farms,

WITH FOUR OTHER INCLOSURES OF

MEADOW AND ARABLE LAND,

WITH

FARM HOUSES, COTTAGES,

AND ALL OTHER ESSENTIAL

AGRICULTURAL BUILDINGS,

The whole of which are in the hands of the Proprietors and the
Land is in the highest state of Cultivation.

The Estates are situate in the Parish of Subdeanry immediately
contiguous to the City of Chichester.

And will be Sold by Auction,

BY MR. WELLER,

(IN FOUR LOTS)

By Direction of the Devises in Trust of the late JOHN NEWLAND, Esq.

On Wednesday the 20th of July, 1825; between the Hours of

FOUR and FIVE

At the SWAN INN, Chichester.

Printed Particulars may be had at the George Inn, Portsmouth ; Red Lion, Fareham ; Coach
And Horses, Southampton ; Anchor, Liphook ; King's Arms, Godalming; White Heart , Guildford;
Auction Mart, London ; Libraries, Bognor, Littlehampton, Worthing and Brighton,; Messrs. Price
and Freeland, Solicitors, and of Mr. WELLER, Chichester, where a plan of the Estate may be seen.

A retyping of the 1825 leaflet for the Sale of the lease of East (Upper) and West (Lower) Broyle Farms

PARTICULARS, &c.

LOT I.

UPPER BROYLE FARM,

Comprising a Farm House. 2 Cottages, Gardens, Barns, Gaterooms, Granary, Cart House and cattle Sheds, and two hundred and Sixty-four acres, one Rood and twenty-seven Perches customary measure of 120 rods to the acre of excellent Arable and Meadow Land held by Lease under the Lord Bishop of Chichester, for the lives of Thomas D'Oyley, aged 52 years or thereabouts, Walter James Calhoun; aged 32 years or thereabouts, and Richard Newland, aged 18 years or thereabouts, Subject to a quit rent of *6l. 13s. 6d.* per annum.

LOT II.

LOWER BROYLE FARM,

Comprising a Farm House divided into two Cottages, one Cottage, Gardens, two Barns, Gaterooms, Stables, Granary, Ox Ranges, Piggeries, &c, together with one hundred and fifty-seven Acres two Roods and six Perches of the like measure, of excellent Arable, Meadow and Coppice Land,- also held by Lease under the said Lord Bishop for the Lives of the said Thomas D'Oyley, John Burnaud, aged 21 years or thereabouts, and Elizabeth Newland aged 23 years or thereabouts, subject to a quit rent of 1l 9s per annum; and a Cottage and Garden containing one Rood and twenty-six Perches held under the same lease as lot I, at a quit rent of 2s 6d, per annum.

LOT III.

TWO VERY VALUABLE MEADOWS

Marked in the plan G and L, the one marked G containing thirteen Acres one Rood, and fourteen Perches of the like measure, and that marked L containing twelve Acres, one Rood and Seventeen Perches of the like measure, the former held by Lease under the said Lord Bishop for the Lives of the said Thomas D'Oyley and John Burnaud, and of James Bayley aged 21 years or thereabouts, subject to a quit rent of 1l 9s. per annum, and the latter held under the same Lease and for the same Lives as Lot 2, at a quit rent of 10s per annum.

LOT IV.

AN EXCELLENT ARABLE FIELD

Marked O, containing fourteen Acres and nine Perches of the like measure, held under the same Lease and for the same Lives as Lot 2, subject to a quit rent of 10s per annum, and a very

DESIRABLE CLOSE OF MEADOW LAND

adjoining thereto, and communicating with Scutterish Lane, marked P, containing two Acres, one Rood and one Perch of the like measure, held by Lease for 99 years from the Corporation of Chichester, determinable on the Lives of the said Thomas D'Oyley, George D'Oyley, aged 42 years or thereabouts, and Thomas Raynes, aged 35 years or thereabouts subject to a quit rent of 4s, per annum,

The Land Tax charged on the whole of the above Estates is only £12 annum.

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Conditions of Sale.

1. That the highest Bidder shall be the Buyer, and if any Dispute arise as to the last or best Bidder, the lot in Dispute shall be put up at a former bidding.
2. That no person shall advance less at any Bidding than 20l or retract his bidding.
3. That every purchaser shall immediately pay down a deposit in the proportion of 15l. per cent. of his or her purchase money into the hands of Mr. Weller and sign an agreement for payment of the remainder to the Vendors on the 29th day of September next, on which day the purchases are to be completed, and the respective purchasers are then to have the actual possession of their respective Lots ; all Taxes and other outgoings to that time being cleared by the Vendor.
4. That within one month from the day of the Sale, the Vendors shall at their expense, prepare and deliver an Abstract of their Title to each purchaser, or his or her Solicitor, and shall deduce a good title to the Lots sold.
5. That upon payment of the remainder of the purchase money at the time above mentioned, the Vendors shall convey the Lots to the respective purchasers, each purchaser to be at the expense of his or her own Conveyance
6. That the Auction Duty of Sevenpence in the pound shall; immediately after the Sale, be paid to Mr. Weller by the Vendors and purchaser in equal moieties.
7. That the purchaser of each lot shall on the completion of his or her purchase pay the Vendor for all such Seeds, Tillage and other acts of Husbandry as shall have been used, done and performed thereon by the Vendors, the amount to be ascertained by a valuation to be made in the manner prescribed by the last condition.
8. That the purchaser of Lot 2 shall enter into a Bond or Covenant to keep the road leading from the Old Broyle Road to the Park of Zadik Levin, Esq. at all times hereafter in good and complete repair – and to indemnify the Vendors and the Estate of the late John Newland Esq. Against all liability to repair the same under any Bond or Covenant hereinafter entered into or executed by the said John Newland to the said Zadik Levin.
9. That as some of the aforesaid Lots are holden under the some Title, the purchaser of the greater part in value of the Lands and Hereditaments comprised in each title shall have the custody of the Title Deeds upon his entering into the usual Covenants for the production thereof to the purchaser or purchasers of the remaining or other Lots.
10. That all such Deeds of Covenant and attested Copies as may be required shall be prepared and furnished at the expense of the person requiring the same.
11. That if the completion of the purchase of any Lot shall from any circumstance be delayed beyond the said 29th day of September next, the purchaser of such Lot shall in addition to the residue of his or her purchase money beyond the amount of the Deposit, pay interest on such residue at the rate of 4l per cent. from the said 29th day September up to and including the day on which such purchase shall or may be completed.
12. and Lastly. That if any mistake be made in the description of the premise or any other error whatever shall appear in the particulars of the property, such mistake or error shall not annul the sale, but a compensation or equivalent shall be given or taken as the case may require.-- Such compensation or equivalent to be settled by two referees or their umpire; each party within ten days after the discovery of the error and notice thereof to the other party to appoint a referee by writing, and in case either party shall neglect or refuse to nominate a referee within the time appointed, the referee of the other party alone may make a final decision. If two referees are appointed they are to nominate an umpire before they enter on Business, and the decision of such referee or umpire (as the case may be) shall be final.