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Estate Plan of Kenton

Plan of the KENTON LODGE ESTATE

For Sale by

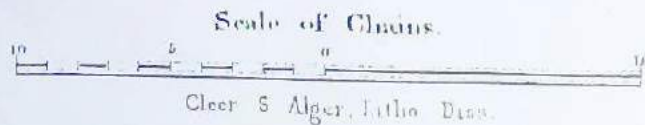
Mess^{rs} Newson & Sexton

1862.



PARISH OF MONK SOHAM

From Earl Soham



KENTON & ASHFIELD,
NEAR DEBENHAM, SUFFOLK.

Particulars and Conditions of Sale
OF THE
KENTON LODGE ESTATE,

In the Parishes of Kenton and Ashfield, Suffolk,

CONSISTING OF
AN EXCELLENT FARM-HOUSE,
And Agricultural Buildings,
Of a most substantial character,

FIVE COTTAGES,

AND

121 ACRES, 2 ROODS, 21 PERCHES,
OF CAPITAL DEEP-STAPLED
Arable and Pasture Land,

IN THE OCCUPATION OF MR. WALTER NESLING,

An Excellent Tenant,

WHICH WILL BE SOLD BY AUCTION, BY

MESSRS.

NEWSON AND SEXTON.

On SATURDAY, JUNE 28, 1862,

AT THE

CROWN INN, FRAMLINGHAM,

At 3 for 4 o'clock in the Afternoon precisely,

*By direction of the Trustees of the will of the late John Freeman,
Esq., Dec.*

FRENCH & LAWTON,
SOLICITORS,
EYR.

**KENTON AND ASHFIELD,
NEAR DEBENHAM, SUFFOLK.**

PARTICULARS & CONDITIONS OF SALE
OF THE

“KENTON LODGE ESTATE,”

IN THE PARISHES OF KENTON AND ASHFIELD SUFFOLK,
CONSISTING OF AN

**EXCELLENT FARM-HOUSE,
AND AGRICULTURAL BUILDINGS**

OF A MOST SUBSTANTIAL CHARACTER,

FIVE LABOURERS' COTTAGES,

AND

121A., 2B., 21P.,

OF CAPITAL DEEP-STAPLED

ARABLE AND PASTURE LAND,

In the occupation of Mr. Walter Nesling, an Excellent Tenant,

WHICH WILL BE SOLD BY AUCTION, BY MESSRS.

NEWSON & SEXTON

AT THE CROWN INN, FRAMLINGHAM,

On SATURDAY, JUNE the 28th, 1862,

AT THREE FOR FOUR O'CLOCK IN THE AFTERNOON PRECISELY.

By Direction of the Trustees for Sale, under the Will of the Late John Freeman, Esq., Deceased.

Further Particulars may be had of Messrs. French and Lawton, Solicitors, Eye, or of the Auctioneers, Ipswich,
Bury St. Edmund's, and 35, Lincoln's Inn Fields, W. C.

W. FULLER, PRINTER, 11, BUTTER MARKET, BURY ST. EDMUND'S.

PARTICULARS.

A CAPITAL FARM HOUSE,

MOST SUBSTANTIALLY BUILT OF BRICK, AND TILED, AND PLEASANTLY SITUATED,

Comprising a parlour, keeping-room, back-kitchen, dairy, store-room, and cellar; six chambers and an attic over.

A RANGE OF OUT-BUILDINGS,

Consisting of wood and coal house, fowl-house, &c.

Very complete AGRICULTURAL BUILDINGS, comprising a good barn, cart stable, cow-house, and granary, bullock and horse lodges, cart lodge, and piggeries; also a nag stable and gig house; close to the premises is

A BAILIFF'S COTTAGE,

Brick built and tiled, and on other parts of the farm are

FOUR LABOURERS COTTAGES,

In good repair, together with the following enclosures of Capital Arable and Pasture Land.

IN KENTON.			
No.	Names of Pieces.	State of Cultivation.	A. R. P.
232	Lower Pillrooks	Arable	6 0 22
230	Cottage and Yards	Pasture	0 1 5
237	Orchard	Ditto	0 0 28
238	Pightle	Ditto	0 2 27
244	Pightle	Ditto	2 0 3
245	Upper Pillrooks	Arable	7 3 0
256	Long Meadow	Ditto	1 3 35
262	Brook Meadow	Pasture	4 0 7
265	Drabbs	Ditto	2 2 27
266	Square Field	Arable	6 1 38
267	Home Close	Ditto	4 1 4
268	Home Close Hill	Pasture	5 1 35
269	Home Hill	Arable	6 1 2
270	Orchard	Pasture	0 3 37
271	Orchard	Ditto	1 0 27
272	Farm-house, Yards, Gardens, & Premises	Ditto	2 3 23
274	Potash Field	Ditto	0 2 37
274	Vincent's Meadow	Ditto	0 2 37
IN ASHFIELD.			
355	House and Gardens	Garden	0 2 0
356	Long Meadow	Arable	1 0 31
357	Close by Cottage	"	10 0 23
358	Further Close	"	11 1 30
359	Corner ditto	"	1 3 31
360	Clay Hill	"	9 2 3
361	Vincent's Close	"	4 2 38
362	Ditto Meadow, part of	Pasture	1 1 15
363	Home Hill Meadow	"	1 2 38
364	Covey Field	Arable	13 3 22
365	Home Close, Part of	Pasture	0 3 29
366	Middle Close	Arable	8 2 20
367	Pond Meadow	Pasture	0 1 32
Total			120 1 30

The whole is in the occupation of Mr. Walter Nesling, an excellent Tenant, on a lease, two years of which will be unexpired from Michaelmas, 1862, at the rent of £195 per annum.

16A. 1B. are copyhold of the Manor of Kenton with Suddon Hall, and 17A. are copyhold of the Manor of Harborough Hall, with Aspal and Debenham, the residue is FREEHOLD.

OUTGOINGS:—

	£	s.	d.
Land-tax	11	13	5
Quit-rent	1	10	10
Rent-charge to Ashfield, payable by the Tenant	19	3	8
Ditto Kenton	9	10	5
Ditto to Vicar ditto	5	6	2

The land is of fine quality, lying compact and is in an excellent state of cultivation. The House and Premises are substantially built, and in good repair, and there is a quantity of growing Timber which will be included in the purchase.

CONDITIONS OF SALE.



I.—The highest bidder shall be the purchaser, and if any dispute shall arise between bidders, the Estate shall be put up again at a preceding bidding. No advance less than a sum to be named by the Auctioneer, shall be deemed a bidding, and no bidding shall be retracted.

II.—The purchaser shall, immediately after the sale, pay into the hands of the vendors a deposit of £10. per cent. in part payment of the purchase-money, and sign an agreement to pay the residue thereof, on the 11th day of October next, at the Office of MESSRS. FRENCH & LAWTON, SOLICITORS, EYE, SUFFOLK, at which time and place the purchase is to be completed, and upon such completion the purchaser is to be entitled to the receipt of the rents and profits of the Estate, all out-goings up to that day being cleared by the vendors. If from any cause whatever (except the wilful default of the vendors,) the completion of the purchase be delayed beyond the said 11th day of October next, the purchaser shall pay interest at £5. per cent. per annum upon his unpaid purchase-money, until the actual completion of the purchase, if the vendors shall elect to accept the same, but this provision is not to prejudice the vendor's right to require the immediate completion of the purchase or the rights reserved by the tenth condition.

III.—The vendors shall at their own expense, within 28 days from the sale, prepare and deliver to the purchaser an abstract of title to the Estate, and (subject to the qualifications contained in these conditions,) deduce a good title thereto. The purchaser shall not require the copyhold abstract to be certified or supplied by the steward of either Manor.

IV.—The abstract of Title to the freehold parts of the Estate, shall commence with certain indentures of lease and re-lease, dated respectively the 16th and 17th days of December, 1817, and to the copyhold parts thereof, with admissions taken thereto on the 5th day of December, 1817, and the 25th day of May, 1818, and no earlier or other title to the same freehold and copyhold hereditaments shall be required or gone into, notwithstanding any prior deeds or documents of title may be recited or stated in such indentures or admissions.

V.—The vendors shall not be required to ascertain the boundaries of the copyhold parts of the Estate, nor to distinguish the same from the freehold parts thereof, nor to furnish any evidence of identity other than such as may be supplied by the documents of title in their possession; nor to furnish any evidence of the identity of the Estate, or any part thereof, with the parcels described in any such documents of title; nor to account for, or to explain any discrepancy which may exist between the quantity as found by actual survey, and that stated by the documents of title. All recitals or statements of deeds, documents, facts, matters, or things contained in any documents of title, dated 20 years ago and upwards, shall be deemed and taken as conclusive evidence of the operation and contents of such deeds and documents, and of the truth of such facts, matters, and things respectively.

VI.—The purchaser shall be at the expense of examining the abstracts of title with the documents abstracted, and (if not in the vendors' possession) of procuring the production thereof. All attested or other copies of, or extracts of, or from any documents, and all certificates or copies of entries in parochial or other registers, and all evidence as to pedigree or otherwise which the purchaser may (consistently with these conditions,) be entitled to require for any purpose whatever, shall be sought for and obtained by, and at his expense. The vendors shall not be required to produce nor to procure the production of any documents of title not in their possession, nor to furnish or obtain any covenant for the production thereof; nor to point out where the same may be found, and all assignments of terms, or documents, or matters for effecting the same, or for tracing out or constituting a representation thereto, (should any such be necessary) which may be required by the purchaser, shall be made and obtained by, and at his expense.

VII.—All objections and requisitions as to the title, shall be made in writing, and delivered to MESSRS. FRENCH & LAWTON, within 14 days after the delivery of the abstract, and in default thereof, or in case of any such being made then subject thereto only the title shall be deemed to be accepted, and in this respect time shall be of the essence of the contract. If any objections or requisitions are made which the vendors may be unable or unwilling to remove, they shall be at liberty at any time thereafter, to rescind the contract upon returning the deposit-money, but without any interest, costs, or compensation whatever, and no endeavour by the vendors to remove or comply with any such objections or requisitions, nor any intermediate treaty with the purchaser shall be deemed a waiver by the vendors of their rights under this condition.

VIII.—A copy of the lease mentioned in the particulars will be produced at the auction, and may be seen at the Office of MESSRS. FRENCH & LAWTON at any time previously. The Estate is sold subject to such lease, and to all the covenants and provisions therein contained, and also subject to and with the benefit of all such rights of way and passage or other easements (if any,) as may exist over or belong to it, and in all respects as it is now held by the vendors. The quantity (which is taken from the Tithe commutation surveys,) and the tenure and out-goings as stated in the particulars shall be taken to be correct, but if any error or omission shall have been made therein, in any other respect, such error or omission shall not vitiate the sale, but a compensation or equivalent, to be determined upon and settled by the Auctioneers, shall be given or taken by the vendor or purchaser as the case may require.

IX.—Upon payment of the remainder of the purchase-money, and the full observance of these conditions by the purchaser, proper conveyances or other assurances of the Estate shall be executed to him. The purchaser shall at his own expense prepare and leave the same for execution at the office of MESSRS. FRENCH & LAWTON, on or before the 1st day of October next. The vendors are trustees for sale of the freehold and also donees of a power of sale of the copyhold parts of the Estate under the will of the late Mr. Freeman, and they shall not be required to enter into any covenants for title, nor to procure the concurrence in the conveyance of the testators heir at law, or of any of the parties beneficially interested in the sale monies.

X.—If the purchaser shall fail to comply with any of the above conditions, his deposit-money shall be forfeited to the vendors, who may by public or private sale, resell the Estate, and in case of any deficiency upon such second sale, the defaulter shall be accountable to the vendors for the amount thereof, and for the expenses of the same sale, and in the event of non-payment the whole of such money shall be recoverable from him as liquidated damages, and it shall not be necessary previously to tender a conveyance to him, but this condition shall not prejudice the rights of the vendors to enforce the performance of the contract if they think fit, and any increase of purchase-money produced on such re-sale shall belong to them.

XI.—The vendors reserve the right of bidding once by themselves or their agent, and of making any alterations in, or additions to the particulars or conditions previous to, or at the time of sale.