

# BAMPTON, OXON.

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Particulars and Conditions of Sale

OF

Two Valuable Inclosures

OF

FREEHOLD & TITHE-FREE

PASTURE & ARABLE

LAND,

CONTAINING

17A. 2R. 8P.

OR THEREABOUTS,

Situate in the Parish of Bampton,

*To be Sold by Auction, by Messrs.*

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Jonas Paxton & Geo. Castle,

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At the Fleece Inn, Witney,

On THURSDAY, August the 2nd, 1866, at 3 o'clock,

*By order of the Trustees of the late Messrs. Brain,*

MESSRS. DAYMAN AND WALSH,

SOLICITORS,

9, ST. GILES' STREET, OXFORD.

# BAMPTON, OXON.

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**TWO VALUABLE INCLOSURES**

OF

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To view application may be made to Mr. Spurrett, at Bampton, and for further information to Messrs. DAYMAN and WALSH, Solicitors, Oxford, or to the Auctioneers, Bicester, Oxon.

PARTICULARS.

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ALL THOSE

TWO VERY VALUABLE INCLOSURES

OF

**FREEHOLD AND TITHE-FREE**

**Pasture & Arable Land,**

Called "Baker's" otherwise "Macey's Ground,"

CONTAINING

**17A. 2R. 8P.**

OR THEREABOUTS,

Situate a short distance from the thriving Town of Bampton,

And now in the occupation of Mr. Thomas Spurrett, at the moderate rent of

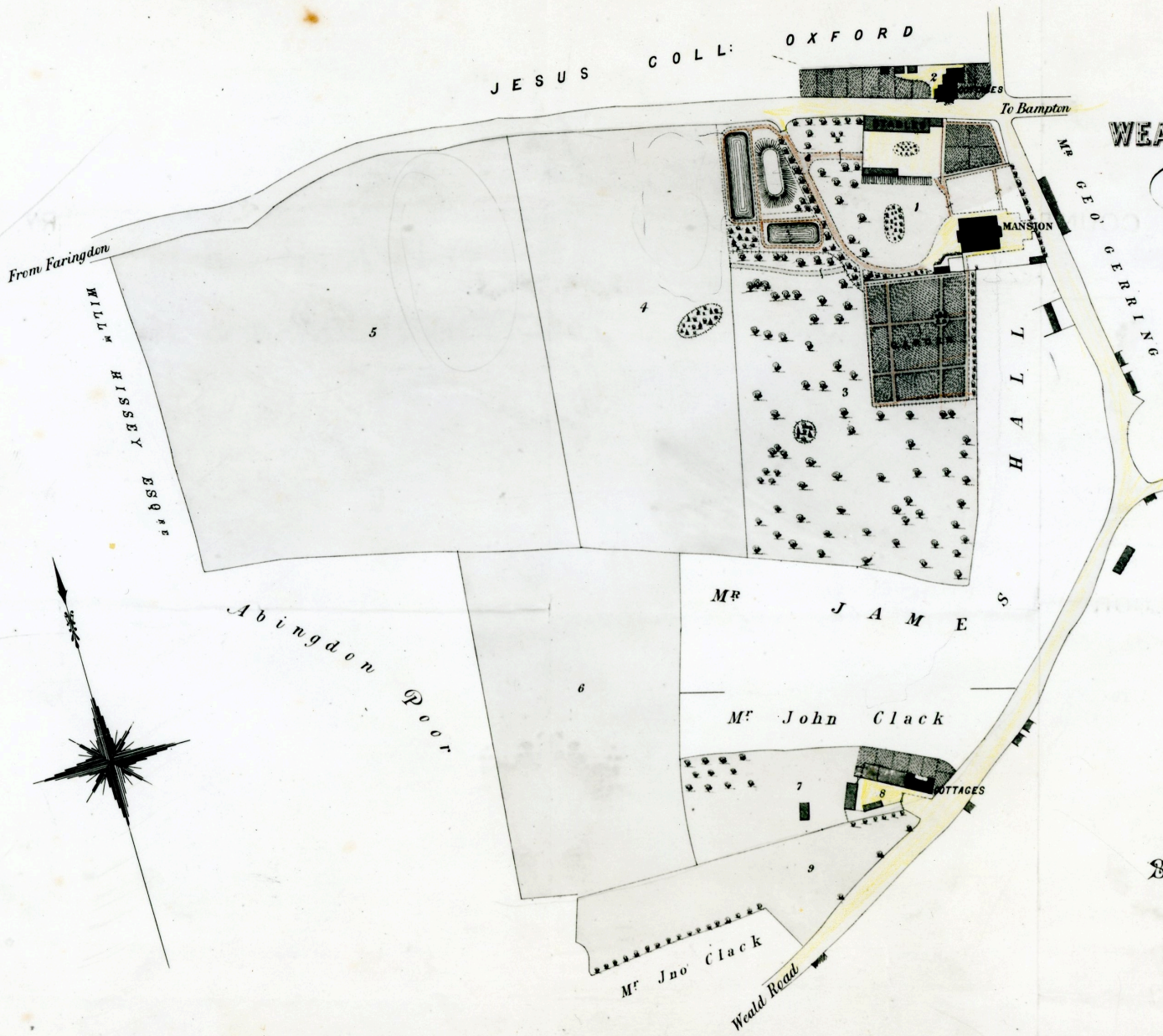
**£34 PER ANNUM.**

Thereon are a Stone-built and Slated Cowhouse, with Hovel,  
Yard, and a good Well of Water.

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*The Soil is Deep Loam upon Gravel, and is therefore easily cultivated  
and highly productive.*

*Land Tax, 13s. 2d, per annum.*



*Plan*  
 of the  
**WEALD MANOR HOUSE ESTATE,**  
*in the*  
**COUNTY OF OXON.**

For Sale by  
**NORTON DIMBLEBY & FAYERMAN,**  
 Auctioneers & Surveyors,  
 LEAMINGTON.  
 1880.

Scale 2 Chains - 1 Inch.

NORTON DIMBLEBY & FAYERMAN,  
 Surveyors,  
 LEAMINGTON.

25 Mar 71 Shrewsbury to Wood  
Wood to ?  
**CONDITIONS OF SALE.**

26 July 87 Hustler to Blackburne

- I.—No person shall at any bidding advance less than £10, and no bidding shall be retracted. The highest bidder shall be the Purchaser, and if any dispute arise respecting a bidding, the property shall be put up again and re-sold. The Vendor reserves the right to bid either personally or by an agent or agents.
- II.—The Purchaser shall immediately after the sale pay a deposit in the proportion of £10 per cent. of his purchase-money into the hands of Messrs. Norton Dimbleby & Fayerman, the Auctioneers, and sign the subjoined Agreement.
- III.—The Tenants' fixtures mentioned in a list numbered 1, which will be produced at the sale and shall be signed by the Purchaser, shall be paid for by the Purchaser at a valuation to be made by two persons, one to be named by the Vendor and the other by the Purchaser, or by an Umpire to be appointed by the Valuers, but if either the Vendor or the Purchaser shall refuse or neglect to name a valuer or to notify it in writing to the opposite party on or before the 15th day of June next, or if the Valuer named by either party shall refuse or neglect to act, then the valuation shall be made by the Valuer (if duly notified as aforesaid), of the other party alone. If no such valuation as aforesaid shall be made, then the said fixtures shall be paid for by the Purchaser at their fair value.
- IV.—The Vendor will deliver to the Purchaser an abstract of the title subject to these Conditions within seven days after the sale, and the title shall commence as to the several parts of the property as follows:—As the one undivided third part of the Manor or reputed Manor and Hundred of Bampton, and those parts of the property which are numbered 1, 3, 4 and 5 respectively on the plan annexed to the particulars, were purchased in the year 1871 from the Trustees of the Settled Estates of the Earl of Shrewsbury, by a person who has since sold same as to parts to the Vendors from whom the present Vendor purchased the same, and as to the other parts to the Vendor, and as the title of such Trustees is well known, and was upon the said purchase in the year 1871 investigated, not only on behalf of the Purchaser but also on behalf of Purchasers of other parts of the property belonging to such Trustees, the title of the said third part of the said Manor or reputed Manor and Hundred, and the parts of the property numbered 1, 3, 4 and 5 respectively, shall commence with an Indenture of Conveyance dated the 25th day of March, 1871, being the conveyance of such parts of the property from the said Trustees to William Bryan Wood, gentleman. The title as to that part of the property which is numbered 2 on the said plan, except a small part thereof containing about 11 perches, shall commence with an Indenture of Conveyance dated the 29th of July, 1859, and the title to the said small part of No. 2 aforesaid, containing about 11 perches, which is the part on the western side of No. 2 aforesaid, shall commence with an Indenture of Conveyance dated the 19th of August, 1876, being a conveyance to the Vendor, and the title to those parts of the property which are numbered respectively 6, 7, 8 and 9 on the said plan, shall commence with an Indenture of Conveyance dated the 17th of October, 1877, being a conveyance by the Dean and Chapter of the Cathedral Church of Christ, in Oxford, under the "Universities and College Estates Act, 1858," and with the authority of the Copyhold Commissioners to the Vendor, and the Purchaser shall assume that the said Dean and Chapter were at the time of the last mentioned conveyance seised of the last mentioned parts of the property, and that the several purchase-moneys which are expressed to have been paid as the consideration money on the purchases of those parts of the property which were purchased from the said Trustees of the said Shrewsbury Settled Estates, and from the said Dean and Chapter were duly paid, so that an effectual discharge therefrom was obtained, and the Purchaser shall not require the production of or investigate or make any objection or requisition in respect of the prior title to any of the said several parts of the property respectively, whether such prior title appear by recital, statement, covenant for production or otherwise, or do not appear at all, and the Purchaser shall not require any evidence of the correctness of the statements contained in this condition.
- V.—The Vendor shall not be called upon to point out the boundaries of the Manor or reputed Manor and Hundred of Bampton, or to state what chief rents and quit rents are payable in respect thereof or to furnish any other particulars in relation thereto, or to produce the Manor Books or Court Rolls (if any) of the said Manor, and the Purchaser shall assume as to a piece of land containing one acre or thereabouts being part of Coxeter's piece which formerly belonged to the Shrewsbury Trustees and was purchased by the Highway Board of the Bampton East District and was afterwards sold by the said Highway Board to the Vendor, that the said Highway Board had power to purchase and hold the same and to sell the same to the Vendor and that all due formalities were observed and consents obtained and given to the same piece of land being purchased and sold by the said Highway Board, and no objection or requisition whatsoever shall be made in respect of any of the matters aforesaid.
- VI.—Every deed which is to be a root of title as aforesaid shall be conclusive evidence of everything recited, stated, noticed, assumed, or implied therein, and of the contents and due execution and stamping of every deed, will, and other document recited, stated, or noticed therein.
- VII.—The expense of the production, inspection, and examination, and making and furnishing abstracts of all deeds, documents, evidences and muniments of title (if any) not in the Vendor's possession, and the expense of obtaining, making and producing all office attested or other copies of or extracts from records, registers, deeds, wills, probates, letters of administration and other documents, whether in the Vendor's possession or not, and of obtaining, making and producing all declarations, certificates and other evidence whatever not in the Vendor's possession, and of obtaining any information not in the Vendor's knowledge, whether such production, inspection, examination, copies, extracts, declarations, certificates, or other evidence or information shall be required for the completion or verification of the title or abstract or for any other purpose shall be borne by the Purchaser, and the Purchaser shall also bear the expense of all searches, inquiries and journeys for the above purposes or any of them.
- VIII.—The Purchaser shall not make any objection or requisition on account of the boundary on the plans on the conveyance of the 25th day of March, 1871, and other deeds on the eastern side of the said piece of land numbered 3, not agreeing with the boundary on the plan on the particulars of sale on the said eastern side of the same piece of land, and he shall assume notwithstanding the variations in the said plan that the whole of the said piece of land as shown upon the last mentioned plan passed by the said conveyance and other deeds. And the Purchaser shall admit the identity of the several parts of the property purchased with the properties comprised in the muniments offered by the Vendor as the title to such several parts of the property respectively.
- IX.—The Purchaser shall not require any evidence of the property being title-free beyond the evidence afforded by the Bampton Enclosure Award, whereby an Allotment was made to the Rector in lieu of tithes, and the property is believed and shall be taken to be correctly described as to quantity and otherwise, and is sold subject to all tenancies and to all chief and other rents and to all other payments, rights of way and water, and other easements (if any) charged or subsisting thereon or on any part thereof, and if any error, misstatement or omission in the particular is discovered the same shall not annul the sale, nor shall any compensation be allowed by the Vendor in respect thereof.
- X.—The Purchaser shall pay the remainder of his purchase money and the value (to be determined as above provided) of the fixtures on the 26th day of July next at the office at No 30, Somerset Street, Portman Square, in the County of Middlesex, of Messrs Bartley & James, the Vendor's Solicitors, to the Vendor or as he shall direct, and upon such payment the Vendor and all other necessary parties (if any) will execute a proper assurance of the premises to such purchaser, but such assurance and every other assurance and act which shall be required by the 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 tendered or left by him not less than ten days before the said 26th day of July next at the office aforesaid, and the expense of the perusal on behalf of and execution by all parties (other than the Vendor) of all such assurances as aforesaid shall be borne by the purchaser.
- XI.—The rents or possession will be received or retained and the outgoing discharged by the Vendor up to the 26th day of July 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 between the Vendor and the purchaser for the purpose of this condition. If from any cause whatever the purchase shall not be completed on the said 26th day of July next, the purchaser shall pay interest on the remainder of his purchase money and on the aforesaid value of the fixtures at the rate of £5 per cent. per annum from that day until the purchase shall be completed, and shall not be entitled to any compensation for the Vendor's delay or otherwise.
- XII.—The purchaser shall make his objections and requisitions (if any) in respect of the title and of all matters appearing on the abstract, particular, or condition, and send the same to the office aforesaid within fourteen days from the day of the delivery of the abstract, and in default of such objections and requisitions (if none) and subject to such (if any) shall be deemed to have accepted the title and to have waived all other objections and requisitions, and in this respect time shall be deemed of the essence of the contract. And if he shall insist on any objection or requisition as to the title or abstract or evidence of title, particular, conditions, conveyance, 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 the Purchaser his deposit, but without any interest, costs of investigating the title, or other compensation or payment whatever, and the Purchaser shall deliver to the Vendor all abstracts of title and other writings furnished to the Purchaser by or on behalf of the Vendor.
- XIII.—If the Purchaser shall fail to comply with the above conditions his deposit shall thereupon be forfeited to the Vendor, and the Vendor shall be at liberty to resell the property either by public auction or private contract, at such time and place, subject to such conditions and in such manner as the Vendor shall think fit, and the deficiency in price (if any) which may happen on such second sale, and all expenses attending such sale, shall immediately after the same be made good and paid to the Vendor, and in case of non-payment the whole or such part of the same deficiency and expenses as shall not be paid shall be recoverable by the Vendor as and for liquidated damages, and it shall not be necessary for the Vendor to tender any conveyance to such defaulting purchaser.

# Conditions of Sale.

I.—The highest bidder for the Property shall be the Purchaser thereof, and if any dispute or doubt shall arise as to the last or highest bidder, the Property shall be put up again at the last best undisputed bidding.

II.—No person shall advance at any bidding less than the sum to be named from time to time by the Auctioneers, nor retract his or her bidding, except with the leave of the Auctioneers, and the Vendors or any one they may appoint, shall be at liberty to bid once in respect of the Property. The Purchaser shall also pay to the Vendors the sum of £12 for the Timber on the Property.

III.—The Purchaser shall, immediately after the sale, pay into the hands of the Auctioneers a deposit of £10 per centum on and in part payment of his or her purchase money, and sign an agreement for the completion of the purchase according to these conditions, and for the payment of the remainder of his or her purchase money, together with the said sum of £12 for the Timber, on the Twenty-ninth day of September next, at the offices of the Vendors' Solicitors, Messrs. Dayman and Walsh, No. 9, St. Giles' Street, Oxford, at which time and place the purchase is to be completed, and from which time the Purchaser shall be let into the receipt of the rents and profits of the Property, subject to any now or then existing tenancy therein. But if from any cause whatever the purchase shall not be completed on the said Twenty-ninth day of September next, the Purchaser shall pay to the Vendors interest at the rate of Five pounds per centum per annum on the remainder of his or her purchase money and amount to be paid for the Timber, from that day until the day of completion, any rule of equity to the contrary notwithstanding, but without prejudice to the right reserved to the Vendors by the last condition.

IV.—The Vendors shall, at their own expense, within ten days after the sale, deliver to the Purchaser, or his or her Solicitor an abstract of their title to the Property, and the Purchaser shall, within 14 days of the delivery of such abstract, make and send to the Vendors' Solicitors, in writing, his or her objections and requisitions (if any) in respect of the title, and all objections and requisitions which shall not be made and sent as aforesaid within the time specified, shall be deemed to be waived, and the Title shall be considered as accepted by the Purchaser; and in this respect time shall be deemed as of the essence of the contract. And in case the Purchaser shall, within such period, make and deliver any objection to or requisition on the title, which the Vendors shall be unable or unwilling to answer or comply with, the Vendors reserve to themselves the right and option, notwithstanding they may have attempted or offered to answer or comply with any such objection or requisition, or may have partly done so, at any time to rescind the contract for sale, by notice in writing, under the hands of their Solicitors, upon repaying or tendering to the Purchaser or his or her Solicitor, the deposit money, without any interest, costs or expenses in full of all claims and demands.

V.—On payment of the remainder of the purchase money and the sum of £12 for the Timber, at the time and place above mentioned, the Vendors will execute to the Purchaser a proper conveyance of the property; such conveyance to be prepared by and at the expense of the Purchaser, and to be tendered or left by him or her at the office of the Vendors' Solicitors five days at least before the said Twenty-ninth day of September next; but as the Vendors are selling as Trustees for sale, such conveyance shall not contain any further covenant for title on their part than the usual one that they have not incumbered.

VI.—The title to the property shall commence with indentures of lease and release, bearing date respectively the twenty-fifth and twenty-sixth days of December, 1838, being a conveyance to or in favour of the late Mr. William Brain, senior, and his two sons, and no earlier or other evidence of the Vendors' title shall be required, investigated, or questioned by the Purchaser, nor shall the Vendors be required to produce or verify any deed, will or document in the said indentures, or either of them, recited, or referred to. The property is sold subject to all outgoing, quit rents, and easements (if any) and the terms of any tenancy affecting the premises, which were let to Mr. Thomas Spurrett, as a yearly tenant from Michaelmas, by agreement bearing date the thirty-first day of August, 1854, and another agreement supplemental thereto, of the contents of which agreements respectively the Purchaser shall be deemed to have received notice, and which may be inspected, at any time before the sale, at the office of the Vendors' Solicitors. The Purchaser shall take no objection to these agreements on account of the terms thereof or the parties thereto respectively, or on account of their being unstamped, nor shall the Vendors be required to stamp them. The statement contained in the particulars of the lands being tithe-free shall be accepted as true.

VII.—All statements by way of recital or otherwise, contained in any deed or document set forth in the abstract of title, shall be deemed conclusive evidence of any act or fact so stated or recited, nor shall any further evidence thereof be required. And all certificates and extracts from registers, and all declarations and proofs, and the production of and any attested or other copy, abstract or extract of or from any deed, will or other document not in the possession of the Vendors, and all evidence of identity of parcels which may be required by the Purchaser shall be procured at the expense of the Purchaser.

VIII.—The statements contained in the particulars and herein are believed to be correct, but if any error or mistake shall appear therein or in these conditions, such error or mistake shall not annul the sale, and no compensation shall be allowed or given by the Vendors in respect thereof.

Lastly.—If the Purchaser shall neglect or fail to comply with the above conditions, or any of them, his or her deposit money shall be thereupon actually forfeited to the Vendors, who shall be at full liberty to resell the property, by public auction or private contract, at such time and place, subject to such conditions, and in such manner as they shall think fit, and the deficiency (if any) which shall happen on such second sale, and all expenses attending the sale, shall, immediately after the same, be made good and paid by the defaulter at this present sale, and in case of nonpayment, the whole, or such part of the same as shall not be paid, shall be recoverable by the Vendors as and for liquidated damages, and it shall not be necessary for the Vendors previously to tender any conveyance or other assurance, to the Purchaser.

# MEMORANDUM.

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*I, Jonas Paxton, of Bicester, in the County of Oxford, Auctioneer, do hereby acknowledge and declare that* *of*

*hath this day purchased by public auction, subject to the foregoing conditions, the Property described in the annexed particulars, for the sum of* *pounds, and that*

*he hath paid into my hands the sum of* *as a deposit. And I, the*

*said* *do hereby acknowledge and declare*

*that I have this day purchased by public auction, as aforesaid, the Property above mentioned, subject to the said conditions, at and for the sum first above mentioned, and that I have paid the sum secondly above mentioned as a deposit. And I do hereby bind myself, my heirs, executors and administrators, to complete the said purchase agreeably to the said conditions of sale, and in all respects, on the part of myself, my heirs, executors, administrators and assigns to perform and fulfil such conditions. As witness our respective hands this Second day of August, 1866.*

	£	s.	d.
<i>Purchase Money</i> .....	:	:	
<i>Deposit paid</i> .....	:	:	
<i>Remainder to be paid</i> .....	£	:	:

# PARTICULARS.

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## “WEALD MANOR HOUSE”

Is pleasantly and healthily situated in the village of Bampton, 1½ miles from Bampton Station on the G.W.R., 14 from Oxford, 2½ hours from London, and in

### A FIRST-CLASS HUNTING COUNTRY.

It is a most comfortable and commodious old-fashioned Residence in the Italian style of architecture, well built of stone, cemented, and is in first-class order, having been not long since thoroughly repaired and tastefully decorated at a large expense by an eminent London firm. It occupies a convenient position with Carriage Drive approach, and is screened from the road by a high wall and belt of limes. It contains the following accommodation:—

#### ON THE GROUND FLOOR,

Principal ENTRANCE HALL, 25ft. by 15ft. 9in., fitted with ornamental painted stone chimney-piece with tessellated tile hearth, handsome polished oak Staircase; comfortable DINING ROOM, 16ft. 6in. by 16ft., fitted with stone grained oak chimney-piece and tessellated tile hearth; pretty MORNING ROOM, 17ft. by 15ft., fitted with stone grained oak chimney-piece, steel register stove and tessellated tile hearth.

LEADING FROM THE HALL ARE THE DOMESTIC OFFICES, which are conveniently arranged, and comprise large Kitchen with first-class Kitchener recently fitted; Scullery with stone sink, force pump, cistern for supplying boiler, &c.; capital Larder with shelving; Butler's Pantry fitted with cupboards, shelving, and drawers, two lead-lined sinks, &c.; Knife and Boot House; Servants' Hall with two large store cupboards; Secondary Staircase leading to the Upper Floors; two Wine Cellars and a Beer Cellar. There are also Side Hall with inner doors and a larger Water Closet with tile floor.

#### ON THE FIRST FLOOR

Approached by a fine old polished oak Staircase, is the elegant DRAWING ROOM, 34ft. 9in. by 19ft. 3in., lighted by five windows with richly decorated cornices, and fitted with painted stone ornamental chimney-piece surmounted by figures of Cupids, stove and tessellated tile hearth; LIBRARY or GENTLEMAN'S ROOM, fitted with painted ornamental stone chimney-piece and tessellated tile hearth; FOUR good BEST BEDROOMS, TWO SMALLER DITTO, and three DRESSING ROOMS, and w.c.

#### ON THE TOP FLOOR

Are seven good attics and two Store or Lumber Rooms, reached by two separate Servants' Staircases.

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## THE STABLING

Is unusually good, and of modern erection;

It is fitted with the St. Pancras Co's, best fittings, and comprises three very large Loose Boxes, three Stalls, Harness Room, Straw House fitted with an extra wooden loose box, large Coach House, Washing Shed, and spacious Exercising Yard, admirably adapted for keeping or getting horses into condition.

There are also Wood House, Tool House, and Pigstye. Close to the House are Coal House, two Water Closets, Dust Hole, &c.

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## THE PLEASURE GROUNDS AND GARDENS

Are well timbered and nicely laid out, And comprise large Lawn, Flower Garden, two Fishponds, with a shady knoll and other walks. Two very productive KITCHEN GARDENS (partly walled), well stocked with fruit trees, &c.



"A"  
*The Weald Manor House Estate*  
*Hustler to Blackburn*

*This is the exhibit marked A. referred to in the Statutory Declaration of the Reverend George Hustler made before me herein this 26<sup>th</sup> day of July 1882.*

*Arthur C. ...*

NEAR THE STABLES, ARE

# TWO CAPITAL COTTAGES,

With Gardens, suitable for COACHMAN and GARDENER.

At the other end of the Property, is

# A SMALL FARMERY,

Which includes **TWO MORE COTTAGES** with Gardens, Barn, Two Sheds, Cart House, Pigstye, and Fowl House.

# THE LAND

Consists of several

# RICH PASTURE & ARABLE ENCLOSURES,

Ornamented with fine timber; the whole Property comprising a total area of

## 25A. 3R. 17P.

(More or less), as shewn in the following Schedule:—

No. on Plan.	Description.	Cultivation.	Quantity.		
			A.	R.	P.
1	Mansion and Curtilage ... ..	.... ..	3	2	13
2	Two Cottages and Gardens ... ..	.... ..	0	1	16
3	Park Land and Orchard ... ..	Pasture ... ..	3	1	12
4	Part of Coxeter's Piece ... ..	Pasture ... ..	4	1	28
5	Part of Ditto ... ..	Allotments ... ..	8	0	0
6	Coxeter's Close ... ..	Pasture ... ..	3	2	14
7	Orchard, &c. ... ..	Pasture ... ..	0	3	17
8	Two Cottages, Gardens, Buildings, &c. ....	... ..	0	1	25
9	Gorn's Close ... ..	Pasture ... ..	1	1	12
		Total ... ..	25	3	17

No. 5 is let in allotments bringing in a total of £32 per annum. Nos. 6, 7, and 9, with the Farm Buildings on No. 8, are let on a yearly tenancy from Michaelmas to Mr. C. Clare, at a rent of £21 per annum. One Cottage on No. 2 is let to P. Dewe at £5 per annum, and both cottages on No. 8 (Messrs. North and Tanner), at £3 10s. per annum each.

The Residence (furnished), with Stabling, Coachman's Cottage, Grounds and Gardens and Pasture Land, being Nos. 1, 3, and 4, have been until lately let at £225 per annum, but are now unoccupied, and possession of same will be given on completion of the purchase.

The Estate is Freehold and Tithe Free. The Land Tax on the Property amounts to about £3 7s. 9d. per annum, and there is also a Church Loan Rate of about 19s. per annum, which has about four years to run. There is an excellent supply of spring and soft water. Church and Post Office near; two postal deliveries daily, and Telegraph Office in the village. First-rate Hunting with the Old Berkshire, the Vale of White Horse and Heythrop Foxhounds. Good Fishing.

Also one EQUAL THIRD PART of the MANOR or reputed MANOR AND HUNDRED of BAMPTON in the COUNTY of OXFORD.

## REMARKS.

The Soil is chiefly a rich loam of good depth with a subsoil of gravel.

The Timber, Iron and Wire Fencing, and Landlord's Fixtures will be included in the purchase.

The Purchaser will be required to pay in addition to his Purchase money for the Tenant's Fixtures (as per List No. 1, which will be produced at the Sale, and can be previously inspected at the Auctioneers' and Solicitors' Offices), at a valuation to be made in the usual way.

The greater portion of the elegant and appropriate Furniture and Effects may be taken to by the Purchaser at a valuation in the usual way, on his giving notice in writing by, or before the 15th June, otherwise the Vendor reserves the right to sell the same, or any portion by Auction on the premises any time before the completion of the purchase.

The quantities given in the Schedule of the Land are taken from a recent survey, and shall be accepted by the Purchaser as correct, be the same more or less.