THE OUTLYING PORTIONS

OF THE

LEW ESTATE

BAMPTON, OXON.

Solicitors:

49 LINCOLN'S INN FIELDS, LONDON, W.C.

Land Agent:

Messrs. May, How & Chilver, Bertram Worrall, Esq., STEEPLE ASTON, OXON.

Auctioneers:

Messrs. KNIGHT, FRANK & RUTLEY, 20 HANOVER SQUARE, LONDON, W. 1 100 PRINCE'S STREET, EDINBURGH.

2 11/9/17

By DIRECTION OF MRS. UPTON

PARTICULARS

OF

THE OUTLYING PORTIONS

OF THE

LEW ESTATE

Near Bampton and Witney, Oxfordshire,

ANI

INCLUDING CAPITAL GRAZING AND

CORN GROWING LAND

extending to about

365 1/2 Acres

with a Rent Roll of

per £397 4s. 3d. ann.

TO BE OFFERED FOR SALE BY AUCTION BY MESSRS.

KNIGHT, FRANK & RUTLEY

At the MARLBOROUGH HOTEL, WITNEY,

On Thursday, the 27th day of September, 1917

At 2 o'clock precisely.

Solicitors:

Messrs. MAY, HOW & CHILVER, 49, Lincoln's Inn Fields, London, W.C. 2 Land Agent:

BERTRAM WORRALL, Eso.
Steeple Aston,
Oxon.

Auctioneers:

Messrs. KNIGHT, FRANK & RUTLEY, 20 Hanover Square, London, W. 1

Telegrams: "Galleries, Wesdo, London."

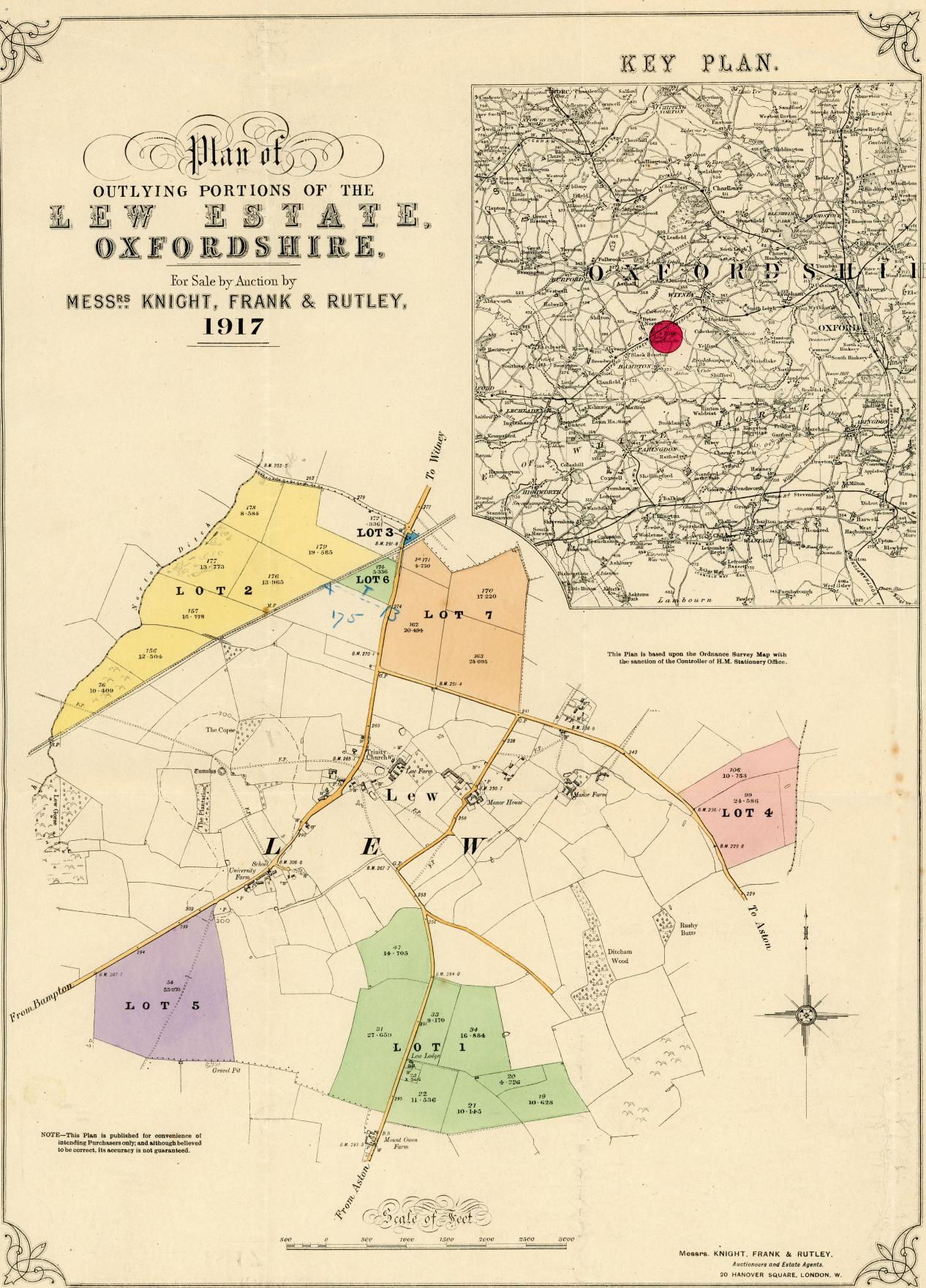
Telephone: GERRARD 1942.

Stipulations

FORMING PART OF THE CONDITIONS OF SALE.

- 1.—All Growing Timber and Landlord's Fixtures will be included in the Sale.
- 2.—The Sale is subject to all rights of way, and to all Tenancies, including the payment by the Purchaser of such valuations or claims as the Tenants may be entitled to receive from the Landlord on quitting.
- 3.—The Plan and Particulars, with the Schedules therein, are believed to be correct, but a Purchaser must satisfy himself as to their accuracy, as no claim can be admitted for any discrepancy for land which may be described as Pasture being scheduled as Arable in the Tenancy Agreement, or for other errors in such Plan and Particulars.
- 4.—The Auctioneers reserve the right to withdraw the whole, or any one or more of the Lots, amalgamate any Lots, alter order of Sale, refuse a bidding, or demand the payment of the deposit in cash.
- 5.—Contracts will be made upon this Edition of the Sale Particulars and Plan.

1" Edition



Summary.

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Lot	Description	Area	Apportioned and Estimated Rent	Apportioned Outgoings. Land Tax
I	Lew Lodge Farm	106.599	£ s. d.	£ s. d. 5 5 9
3	A Grazing Holding An Enclosure of Pasture Land	95.598	94 0 0	2 7 9 Nil.
4	Two Enclosures of Pasture Land	35.339	45 0 0	I O 5
5	An Arable Field	55.970	56 0 0	1 12 8
6	An Enclosure of Pasture Land	5.336	5 6 9	5 10
7	Pasture and Arable Land	66.559	80 10 0	2 5 6
	Total A.	365.437	£397 4 3	£12 17 11

THE OUTGOINGS paid by Vendor, 1917, are—:

Land Tax £12 17 11

The Estate is believed to be Free of Tithe Rent Charge.

£ 2400 ·

S 10.1 Lote 1.5ecolo

(Coloured Green on Plan.)

The Compact Agricultural Holding

KNOWN AS

LEW LODGE FARM

in the Parish of Lew, and extending to

106a. 1r. 8p.

with a Stone-built and Tiled House, containing Parlour, Kitchen, Wash House, Three Bed Rooms. Well Water. Walled Yard with Stone and Tiled Barn, Stabling for 2, Open Cattle Shed, Piggery, Three-bayed Cart Shed, with Cattle Yard in rear.

And some Useful Arable and Pasture Land.

There is also a Gravel Pit on this Holding.

Held by Mr. G. W. WOODFORD as a yearly Michaelmas tenant, subject to 12 months' notice, at a Rental of

Per £116 annum.

APPORTIONED OUTGOINGS, 1917:-

Land Tax £5 5 9

No. on Plan		Cultivation	on		Area	Total
	PAR	ISH O	F LE	W		
19 20 21 22 23 31 33 34 47	Do. Arable	&c			10.628 4.226 10.145 11.536 1.346 27.659 9.170 16.884 14.705	106.599

£ 1900 /

Lot 2. (Coloured Yellow on Plan.)

A Valuable Grazing Holding

in the Parish of Lew, extending to

95a. 2r. 16p.

situate adjoining and West of the Railway, including some useful pastures of convenient size, and Cow Shed.

Held by Mr. T. BRIGHT, on a yearly Michaelmas tenancy, at an apportioned rental of

Per £94 annum.

APPORTIONED OUTGOINGS, 1917:-

Land Tax ... £2 7 9

SCHEDULE

No. on Plan	Cultivation	Area	Total
76 156 157 176	PARISH OF LEW Pasture Do Do Do	10.409 12.504 16.778 13.965	
177 178 179	Do. 20030 Do	13.773 8.584 19.585	95.598

This lot is sold with the benefit of a Right of Way for agricultural purposes over the strip of land, 15 feet in width, between the points marked A and B on Plan, being across the north-east boundary of the field No. 175 on the Plan, such field being the property of the Vendor, but the Purchaser shall not be entitled to any Rights of Way over the land to the south of the Great Western Railway, or to use the level crossings connecting the fields No. 157 and 76 with the lands to the south of the railway.

This lot is sold subject to rights of user of the 12-inch drain under the said railway at or near the boundary between fields Nos. 156 and 157, and of the existing watercourse connecting the same with the Nation Ditch for the drainage of the Vendor's property to the south of the railway line.

£ 10 /

Lot 3.

(Coloured Pink on Plan.)

A Small Enclosure of Pasture Land

Adjoining the Main Road and Railway and extending to Oa. 1r. 14p.

Held by Mr. A. FENNEMORE on a Yearly Michaelmas tenancy, subject to 6 months' notice, at a Rental of

Per £0 7s. 6d. annum.

APPORTIONED OUTGOINGS:-Land Tax ... Nil.

No. on Plan	Cultivation	Area
	PARISH OF LEW	
172	Pasture	.336

£-950, £ cddd

Lot 4.

(Coloured Pink on Plan.)

Two Enclosures of Pasture Land

extending to

35a. 1r. 14p.

situated on the road to Yelford, in the Parish of Lew.

Held by Messrs. HOLTOM for a term of 3 years from Michaelmas, 1915, and thereafter from year to year, subject to 6 months' notice at a rental of

Per £45 annum.

APPORTIONED OUTGOINGS, 1917:-

Land Tax

£1 0 5

No. on Plan	Cultivation		Area	Total	
99 106	PA Pasture Do.	RISH OF LEV	N	24·586 10·753	35.339

£ 1100 & CHdd Lot 5. (Coloured Pink on Plan.)

A Valuable Arable Field

situate South of the Village of Lew, and extending to

55 a. 3r. 35 p.

Held by Mr. W. FERRIMAN with other land for a term of 3 years from Michaelmas, 1915, subject to 12 calender months' notice, to determine the tenancy at the end of the third or any subsequent year, at an apportioned Rent of

Per £56 annum.

APPORTIONED OUTGOINGS, 1917:-

Land Tax £1 12

SCHEDULE

No. on Plan	Cultivation	Area
	PARISH OF LEW	
54	Arable	55.970

£ 120

Lot 6.

(Coloured Green on Plan.)

An Enclosure of Pasture Land

extending to

5a. 1r. 14p.

Situated on the Main Road to Lew Village.

Held by Mr. W. T. GOULD on a yearly Michaelmas tenancy, subject to 12 months' notice, at a Rental of

Per £5 6s. 9d. annum.

APPORTIONED OUTGOINGS, 1917:-

Land Tax £0 5 10

No. on Plan	Cultivation	Area
	PARISH OF LEW	
174	Pasture	5.336

Lot 7.

Lot 7. (Coloured Brown on Plan.) Four Enclosures of Pasture and Arable Land extending to 66a. 2r. 9p.

66a. 2r. 9p.

Abutting on the Roads to Witney and Yelford, in the Parish of Lew. Held by Messrs. W. FERRIMAN & W. T. GOULD at

> Per £80 10s. annum.

SUMMARY OF LETTINGS

Holding	Tenant	Area A. R. P.	Apportioned Rental £ s. d.	Tenancy
Pt. Lew Farm	Mr. W. Ferriman	46 0 10	50 0 0	As Lot 5
Pt. Small Holding	Mr. W. T. Gould	20 I 39	30 10 0 (actual)	Yearly Michaelmas
		66 2 9	80 10 0	subject to 12 months' notice

SCHEDULE

No. on Plan	Tenant	Cultivation	Area	Total
	PARISH	OF LEW.		
162	Mr W. T. Gould	Pasture		20.494
163	Mr. W. Ferriman	Arable	24.095). 3:
170	Do	Pasture	17.220	
Pt. 171	Do	Do	Est. 4.750	46 065
*				66.259

APPORTIONED OUTGOINGS, 1917:-

Land Tax

CONDITIONS OF SALE.

- r.—The highest bidder for each lot shall be the Purchaser, and if any dispute arises as to any bidding the lot shall be put up again at the last undisputed bidding. There will be a reserve price for each lot, and the Vendor and her Agents shall be at liberty to bid, and reserve to themselves the right to withdraw any lot or lots from the sale at any time, either before or after the same has or have been offered, to vary the order of sale, and to offer separate lots together as one lot. The amount of the advance of each bidding shall be regulated by the Auctioneers, who may refuse any bidding, and no bidding shall be retracted.
- 2.—Each Purchaser shall immediately after the sale pay to the Auctioneers a deposit of £ 10 per cent. on his purchase-money, and sign an Agreement in the form subjoined, and shall pay the residue of his purchase-money to the Vendor, or as she shall direct, on the 8th day of February, 1918, at the Office of the Vendor's Solicitors, Messrs. MAY, How & CHILVER, at 49 Lincoln's Inn Fields, London, W.C., and upon such payment the Vendor and all other necessary parties will execute a proper assurance of the property to the Purchaser, but such assurance and every other assurance and act (if any) which shall be required by the Purchaser for any purpose shall be prepared, made and done by and at the expense of the Purchaser, and every such assurance shall be left for execution by the Vendor not less than 14 days before the said 8th day of February, 1918, at the Office aforesaid, and the expense of the perusal thereof on behalf of and the execution thereof by all parties, other than the Vendor and her Mortgagee, shall be borne by the Purchaser requiring the same. The Vendor shall be entitled to a duplicate of the assurance to each Purchaser, which shall be prepared by the Vendor, but shall be perused and executed by the Purchaser at his own expense.
- 3.—The rents will be received or the possession retained and the outgoings discharged by the Vendor up to the said 8th day of February, 1918, and as from that day the rents shall be taken and the outgoings (including any rates made but not demanded till after that day) discharged by the Purchaser, and all such apportionments as may be necessary for the purpose of this condition or of the sale shall be made on completion of the purchase (each Purchaser paying or allowing to the Vendor a proportion of the current rents and profits, less a proportion of the current outgoings), but no Purchaser shall be let into actual occupation or receipt of the rents or profits until the completion of the purchase. If from any cause whatever the purchase shall not be completed on the said 8th day of February, 1918, the Purchaser shall pay interest on the remainder of his purchase-money at the rate of £6 per cent, per annum from that day until the purchase shall be completed. The benefit of the Vendor's interest in any policies of insurance against fire, subsisting at the time of sale, on any building upon any lot shall, so far as the terms of the policies and the law allows, be deemed to be included in the sale, and the Purchaser of that lot shall pay to the Vendor a proportionate part of the premiums from the day of sale, the Vendor, however, to be under no obligation to keep up any insurance after the day of sale.
- 4.—Where two or more lots are demised by the same lease, the rent reserved by such lease has been apportioned as stated in the Particulars. Such apportionment shall in every case be accepted and deemed valid without the concurrence of the Lessee, and each Purchaser shall take his conveyance subject to such apportionment and with the benefit of such apportioned rent only. No objection shall be made on the ground that the particulars refer to such rent as an apportioned rent, although it has not in fact been legally apportioned, and in no case shall a Purchaser require a rent to be legally apportioned.
- 5.—The larger portion of the property was the subject of a sale and purchase effected by an Indenture dated the 17th day of February, 1904, and expressed to be made between Thomas Robinsou Grey and Richard Mountford Wood of the one part and John Honour of the other part. At the same time a mortgage and second mortgage were created, one of which in the following year was the subject of a transfer. In the year 1907 the property was conveyed to the Vendor freed from the said mortgages, the mortgagee being made parties to and executing the deed of conveyance for this purpose. The whole of the property comprised in the present sale has since been mortgaged and the Mortgagees will join in the conveyance to any Purchaser. Under these circumstances the title to the property mentioned in paragraphs a, b, c, and d, shall commence with the said deed of the 17th day of February, 1904; but as this restriction is only made to prevent expense to the Vendor, a Purchaser will be at liberty to have the earlier title commencing as hereinafter mentioned abstracted and deduced at his own expense provided he shall require the same by a written notice to the Vendor's Solictiors within 7 days from the date of his contract. In such case the title shall commence as follows:—(a) As to part of Lots 1, 2, 5, and 7, with an Indenture of Conveyance on Sale dated the 16th day of June 1852, and expressed to be made between Anthony Close of the first part the Reverend Samuel Wilson Warneford of the second part, the said Anthony Close and William Close of the third part, John Stewart Margetson of the fourth part, Elias Arnaud of the fifth part, and Edward White of the sixth part, (b) As to other part of Lot 1 with an Indenture of Conveyance on Sale dated the 2nd day of December, 1868, and expressed to be made between Helen Mary Ravenor of the one part, and the said Henry Bruce Arnaud of the other part. (c) As to other part of Lot 5 with an Indenture of Conveyance on Sale dated the 2nd day of November, 1871 and expressed to be made between The Hi
- 6.—The title to other part of the property comprising other parts of Lots 2 and 7 and the whole of Lots 4 and 6 shall commence with an Indenture of Mortgage dated the 5th day of August, 1845, and expressed to be made between the Reverend Morgan Morgan and Fanny Morgan his wife of the one part, and Thomas Porrett Hayes and Joseph Parker of the other part.
- 7.—The title to other part of Lot r shall commence with an Indenture of Conveyance of Sale dated the 30th day of September, 1889, and expressed to be made between Goodrich Holmsdale Allfrey, John Reginald Hargreaves, John Crabbie and Henry Herbert Smith of the first part, William Henry Hippesley of the second part, and Thomas Cripps of the third part.
- 8.—The title to the whole of Lot 3 shall commence with an Indenture of Mortgage dated the 7th day of April, 1908, and expressed to be made between John Herbert Upton, of the one part, and Elsie Mawle, Eliza Mawle and Margaret Helen Mawle, of the other part.
- 9.—A Purchaser of more than one Lot shall be entitled to one abstract of title only, and in no case shall a Purchaser require an abstract or copy of any lease or tenancy agreement affecting a lot, but shall be satisfied with the production of the counter-part in the usual course.
- 10.—The Conveyance of 10th April, 1872, from the East Gloucestershire Railway Company to Henry Bruce Arnaud was sealed with the proper seal of the Company, but the sealing was not attested. The Purchaser of Lot 2 shall not make any objection or requisition as to the absence of witnesses to such sealing, but shall assume, as is believed to be the case, that such deed was properly executed by the Company.
- 11.—The Purchaser of Lot 2 is to be at liberty to form, make and maintain, but not to fence off, a roadway over the strip of land 15 feet in width, between the points marked **A** and **B** on the Plan attached to the Particulars, such strip of land being part of the enclosure belonging to the Vendor and numbered 175 on such Plan, and to use the same roadway for agricultural purposes only in common with the Vendor or other the owner or owners of the said enclosure, her, his, or their tenants, undertenants or servants.

- 12.—As respects the same Lot 2 the Vendor reserves the right to use for the drainage of her adjoining property the 12-inch drain constructed by the Great Western Railway under their line at or near the boundary between the enclosures, part of Lot 2, numbered 156 and 157, and the existing water-course connecting the same with the Nation Ditch shown on the Plan, with power to enter upon the same lot for the purpose of repairing and cleansing the said drain and watercourse, doing as little damage as possible, but without being liable to make compensation to the owners or occupiers of the property entered upon for any damage caused thereby.
- 13.—In the case of any lot of which one or more of the boundaries is or are marked on the Plan annexed to the Particulars with a T inside the boundary line, the Purchaser thereof shall enter into a covenant with the Vendor to maintain the existing fence or fences on the side or sides of any such lots so marked. In the case of the sale of any lot adjoining any property of the Vendor, either included in but not sold at the present sale, or not so included, no obligation to maintain or repair or contribute to the maintenance or repair of any boundary fence or wall shall, by any of these conditions or by implication arising therefrom, or from the sale or conveyance of such lot, be imposed upon the Vendor or other the owner or owners for the time being of such adjoining property.
- 14.—As regards every lot in respect of which restrictions or liabilities are by these Conditions or the Particulars of Sale imposed on the Purchaser in regard to the making or maintaining of roads or fences, the user of the property, or otherwise, the assurance of such lot, shall contain all such reservations, covenants and provisions as the Vendor shall deem necessary or proper to give effect to such restrictions and liabilities, and to ensure that the obligation thereof shall at all times hereafter devolve with the property sold and be binding on the Purchasers and all future owners and occupiers thereof, but such covenants and provisions shall be framed so as not to impose on the respective Purchasers, and their heirs, executors and administrators respectively, any personal liability after their respective estate or interest in the property shall have ceased or determined.
- 15.—The Purchaser of each lot shall admit the property comprised therein to have passed by and to be identical with that comprised in the muniments offered by the Vendor as the title to such lot (whether such muniments show identity or not), and shall not on account of any vagueness of description or change of name or alterations in the boundaries, cultivation, or quantities or otherwise, require the Vendor to identify the parcels as described in the Particulars with any of the parcels as described or referred to either in general or specific terms in the muniments of title, and the Purchaser shall not make any objection to the title on that account, or on account of the quantities of the parcels now sold as taken from the Ordnance Survey or otherwise being different in amount from the quantities as given in the older documents by estimation or otherwise.
- 16.—The property is believed and shall be taken to be correctly described as to quantity and otherwise, and is sold subject to all fines, quit, or chief rents (if any) affecting the same, and to the tenancy or tenancies and the rights of the tenant or tenants, or present occupier or occupiers to any liability to maintain fences under any enclosure award or otherwise, and to all rights of way, water, light, drainage, support and other rights and easements which may be subsisting or exercisable thereon or thereover. The counterparts or copies of the leases or written agreements (if any) with the tenants will be produced at the sale, and may be inspected at the Offices of the Vendor's Solicitors at any time previously within ordinary business hours, and the respective Purchasers (whether availing themselves of such opportunity of inspection or not) shall be deemed to have full notice of the contents thereof, notwithstanding any partial or incomplete statement of such contents, or of the terms of the tenancies in the Particulars or these Conditions, or any inaccuracy in any such statement. In any case in which there is no written agreement with the tenant, the Purchaser shall be satisfied with such evidence of the tenancy as the Vendor may be able to afford.
- 17.—If any error, omission or misstatement shall appear to have been made in the Plan, General Remarks, Particulars of Sale or in these Conditions, such error, omission, or misstatement is not to annul the sale or entitle the Purchaser to be discharged from the purchase, and no compensation is to be made on either side in respect thereof.
- 18.—All objections and requisitions in respect of the title or the Abstract or the Particulars or otherwise shall be stated in writing and sent to the Vendor's Solicitors within 14 days from the receipt of the Abstract, and all objections and requisitions not sent within that time shall be considered to be waived, and any answer to any objection or further objection or requisition shall be replied to in writing within four days of the delivery of such answer, and if not replied to shall be considered satisfactory, and for the purpose of any objection or requisition the abstract shall be deemed perfect if it supply the information suggesting the same, although otherwise defective. If any objection shall be made and insisted on by the Purchaser, which the Vendor shall be unable or unwilling to remove or comply with, the Vendor shall be at liberty (notwithstanding any intermediate negotiation or litigation in respect thereof or attempt to remove or comply with the same), by notice in writing to the Purchaser, to rescind the sale, in which case the Purchaser shall receive back his deposit without interest, costs or compensation, and shall immediately return the abstract of title and any other papers in his possession belonging to the Vendor, but the Purchaser may, within seven days after receiving the notice to rescind, withdraw his objection or requisition, in which case the notice to rescind shall be deemed to be withdrawn also. For the purposes of this Condition time shall be deemed to be of the essence of the contract.
- 19.—No objection shall be made on account of any document (executed before the 16th day of May, 1888) being unstamped or insufficiently stamped, or on account of any document requiring or capable of registration in any county or other register not being so registered, and any document so executed which a Purchaser may require to be stamped or further stamped, and any document which a Purchaser may require to be registered shall be so stamped and registered by and at the expense of such Purchaser.
- 20.—Muniments of title in the possession of the Vendor or her Mortgagee relating to any of the property now offered for sale, and also to other property (including any reserved minerals) of the Vendor will be retained by her or her Mortgagee. Muniments (other than documents of record) relating exclusively to any of the property offered for sale will, if relating to one Lot only, be delivered to the Purchaser of such lot, but if relating to more than one lot will be retained by the Vendor until the whole of the property to which they relate shall have been disposed of (whether at the present or any future sale), whereupon the same will be delivered to the largest Purchaser in value of the lots to which the same relate, or in the event of equality of purchase-money, will be delivered to such of the Purchasers as the Vendor may think fit. And the Vendor will, if required, give to any Purchaser a statutory acknowledgment of the right to production and delivery of copies and undertaking for safe custody of any muniments retained by her (whether permanently or temporarily) under this Condition, and a covenant in such form as her Solicitors may consider usual for the production and delivery of copies and for the safe custody of any muniments retained by her Mortgagee.
- 21.—The Vendor will on completion hand over to each Purchaser the official form of acknowledgment issued by the Office of Inland Revenue upon production of which the appropriate Increment Value Duty denoting stamp may be procured, in which case the Purchaser shall not be entitled to delay completion on the ground that neither the Contract nor the conveyance is stamped in accordance with Section 4 of the Finance (1909-1910) Act 1910.
- Lastly.—If the Purchaser of any lot shall fail to comply with any of these Conditions his deposit shall be forfeited to the Vendor, who shall be at liberty to proceed to another sale, either by public auction or private contract, with or without notice to the Purchaser at the present sale, and the deficency (if any) occasioned by such second sale, together with all expenses attending the same shall, immediately after such sale, be made good by the defaulter at the present sale, and in case of non-payment the whole shall be recoverable as and for liquidated damages and it shall not be necessary for the Vendor to tender a conveyance.

AGREEMENT.

of
hereby acknowledge myself to be the Purchaser of Lot

of the property described in the foregoing particulars at the sum of and having paid

as a deposit and in part payment of the purchase-money, I hereby agree to pay the remainder thereof and complete the purchase according to the foregoing Conditions of Sale and Particulars and the Stipulations therein contained.

Dated this	day	y of		1917.
Total Purchase-money		£ : ;		
Deposit		£ :	1416	
Balance		£ :		

As Agents for the Vendor we hereby confirm the Sale, and as Stakeholders acknowledge the receipt of the above mentioned deposit.

Abstract to be sent to