By Direction of the Exors. of Milton Harris, Esq., dec'd.

OXFORDSHIRE

4

Oxford 9 miles, Thame 61, Aylesbury 16, Reading 20, London 48 miles

WITH VACANT POSSESSION (except for certain Cottages)

The Well-known Residential Estate of Highly Productive Land

THE MANOR ESTATE

comprising

THE ATTRACTIVE MODERNISED MANOR HOUSE

 Hall, Three Reception Rooms, Seven Bedrooms, Three Bathrooms and Flat. Main Electricity

 Garage for three
 Stabling
 Commodious Buildings

 Beautiful Grounds
 Particularly Productive Land

 BAILIFF'S HOUSE, LODGE and SIX COTTAGES

Altogether about 310 ACRES

Accommodation Meadow Land, 44 and 46 Acres

Vacant Cottages

and the following, which are let:-

Picturesque Residence, General Grocers Shop and Ten Cottages

Altogether about

405 Acres

FOR SALE BY AUCTION AS A WHOLE OR IN 18 LOTS

(unless sold privately) by Messrs.

JOHN D. WOOD & CO.

On THURSDAY, 21st day of JUNE, 1956, at 2.30 p.m. At The Town Hall, Oxford

Solicitors: Messrs. A. H. FRANKLIN & SONS, 14, King Edward Street, Oxford. (Tel.: 2195 and 47168.) Auctioneers: Messrs. JOHN D. WOOD & CO., 23, Berkeley Square, London, W.1. (Tel.: MAYfair 6341.) By Direction of the Exors. of Milton Harris, Esq., dec'd.

OXFORDSHIRE

The Manor Estate



FOR SALE BY AUCTION AS A WHOLE OR IN LOTS

At The Town Hall, Oxford On THURSDAY, 21st JUNE, 1956

Solicitors: Messrs. A. H. FRANKLIN & SONS 14, King Edward Street, Oxford (Tel.: 2195 and 47168)

Auctioneers: Messrs. JOHN D. WOOD & CO. 23, Berkeley Square, London, W.1 (Tel.: MAYfair 6341)

GENERAL REMARKS AND NOTES

SITUATION.—Oxford 9 miles, Thame 6¹/₂, Aylesbury 16, Reading 20, London 48 miles. Three miles south of the main road, High Wycombe to Oxford, A.40.

TO VIEW.—Appointments should be made with the Auctioneers to view the Manor House. The Cottages can be seen at any convenient time by kind permission of the tenants and occupiers.

AMENITIES.—Little Milton is a pretty Oxfordshire Village with a Church, Post Office, Licensed Houses, Garage, General Grocers Shops and resident Doctor.

SERVICES.—Main Water and Electricity are available in the Village; and the Houses and the majority of the Cottages are connected to the Electricity mains. 'Bus Service to Oxford.

SPORT.—South Oxfordshire Hunt Kennels about 2 miles. Shooting: Patridge shooting and some pheasants on the farm. Fishing in the River Thame.

TIMBER.—Some large Elms and Oaks provide shade and are included in the sale of the various Lots.

WATER.—The Farm is bounded and intersected by streams, and water is pumped by Ram to the Homesteads. Council's Water Mains are laid in the Village.

MARKETS .- At Thame, Reading and Oxford.

SOIL.-Excellent deep loam on limestone and clay, lighter on the north and heavy to the south.

CROPS.—Excellent crops are grown, all varieties, including potatoes and market garden crops. The Meadows are well-known fattening grounds.

LOCAL AUTHORITY.—Bullingdon Rural District Council, 76, Banbury Road, Oxford. The Rateable Values given in the Particulars are the new assessments. Rates for year 15s. in the £.

FIXTURES AND TENANT RIGHT.—To be paid for in addition by Valuation in the usual way.

The whole Estate is in Little Milton Parish, Oxfordshire.

Note.-As to Easements, Tenant Right and other matters see the Special Conditions of Sale.

The property will first be offered as a whole, and if not so sold then in Lots, as follows:---

x

SUMMARY SCHEDULE

Lot No.			D	on		Area Acres			
1	The Manor Farm and Eight Cottages Small House and Two Cottages								310.660 .604
2									
3	Two Me	adows		••					44.196
4	Grassland	d and Me	adow	••	••	(••)			46.978
5	Two Cot	tages		••					.140
6	Detached	l Cottage		••					.080
7	Semi-det	ached Co	ttage		••				.060
8	Do	••			••			• •	.080
9	Residence	e	••	••					.275
10	Post Offic	e and Sh	op					••	.200
11	Semi-deta	ached Co	ttage				••		.100
12	Do	••		••		••			.280
13	Detached	Cottage	••		•••	••			.300
14	Do	••	• •	• •	••	.,		••	.200
15	Do	••		••	••	••			.550
16	Do		• •		••				.129
17	Do		••		••	••		••	.100
18	Allotment	s			••				.333
									405.265

3

1 .

(Coloured Yellow on Plans Nos. 1 and 2)

A VERY PRODUCTIVE RESIDENTIAL MIXED FARM

known as

The Manor Farm LITTLE MILTON

lying in a ring fence on a Southerly slope and extending to about

310 Acres 2 Roods 26 Poles

The Attractive Residence

is situated on the outskirts of the Village, facing South with extensive views over the Gardens and the Farm. It is approached by two drives, one guarded by picturesque double Lodges.

It is built of stone and brick, partly roughcast with a tiled gabled roof, and incorporates a small part of a XIIIth Century Monastery. Part was built in the XVIIIth Century with later additions. It is entered through a Porch and contains:—

HALL (S.), 22ft. by 12ft., with hearth fireplace.

Drawing Room

(S.), 19ft. 6in. by 19ft. 6in., with carming mantel and cornice in the Adam manner, open hearth fireplace and original XIIIth Century stone window.

Dining Room

(S.), 29ft. by 12ft. 6in., with another beautiful mantel in the Adam manner, and frieze, china display cupboard and hatch to Service quarters. Both rooms have french windows with shutters.

Office or Study

18ft. by 12ft. 6in., with brick hearth fireplace and bookshelves each side of the Adam-style mantel, and here is the side entrance.

Off the Hall is a Cloakroom, with basin and W.C.

The Domestic Offices

comprise:

Large light Kitchen, with Aga double-oven cooker and fitted dresser; Scullery, with sink and Ideal domestic boiler for the service water; Larder; Boot Room; Pantry; and Cellar.

ON THE FIRST FLOOR:

THREE DOUBLE BEDROOMS, facing South, 18ft. 6in. by 13ft.; 22ft. 6in. by 12ft.; 19ft. by 13ft.; two with Dressing Rooms.

Cloakroom, with basin and W.C.

TWO BATHROOMS, each with bath and basin, one with airing cupboard.

DOUBLE BEDROOM (E.), 14ft. 6in. by 19ft.; and TWO SINGLE BEDROOMS.

A door cuts off a Staff Bedroom, Bathroom and W.C.

ON THE SECOND FLOOR

SELF-CONTAINED FLAT, with a charming Sitting Room (S. and W.), 21ft. by 15ft. 6in., Dining Room, Kitchen (the sink unit, cooker and fitments are *excluded* from the sale), Two Bedrooms and Modern Bathroom.

OUTSIDE are Coal and Wood Sheds, old Dairy and Store House. Two Garages for three cars, Stabling for four, and Store House.

Rateable Value £122.

The Unusually Attractive Gardens

surround the house. Wide-spreading, well-timbered lawns with a level space for Two Tennis Courts with Summerhouse, herbaceous borders, rose garden, orchard and wild garden with pond. KITCHEN GARDENS with Greenhouse and pottings sheds. The whole is screened on the East by a high stone wall ensuring complete privacy.

A Pair of Stone and Thatched Lodges

are most picturesque, occupied as one house, and containing: Two Sitting Rooms, Two Bedrooms and Pantry. The Bathroom and basin, Electricity and Main Water have been installed by the Tenant, Miss Trowbridge, to whom it is let at 5s. a week. Rateable Value £6.

THE HOMESTEAD

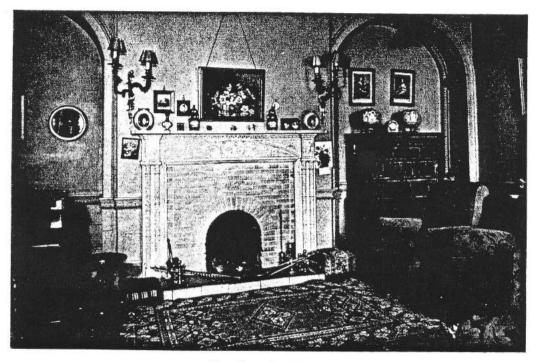
lies just away from the rear of the House with a separate entrance, and comprises: Stone, brick and tiled Cart Horse Stable for ten and Loose Box with chaff house and a loft over, two stone, timber and thatched large Barns with double doors, two large Loose Boxes and Calf Pens, six-bay Stable, open Shed and two Yards with water laid on. Blacksmith's Shop, stone and thatched Barn. Two-bay stone and iron Hovel with part concreted yard, water trough. Seven-bay timber and iron Implement Shed and galvanised iron water tank. Timber and iron Store or Tractor Shed. Surrounding a wide Yard are: Three-bay brick and tiled Cart Shed, yard and water trough, Loose Box, Food Store with boiler, and Three Pigsties. Old Stable, now large Loose Box with loft over, and another Loose Box could be converted to cow tyings. Two stone, timber and thatch Barns, five-bay modern Hovel and Feeding Yard, with water laid on. Four-bay stone and tiled Implement Shed.

In Pt. Ordnance No. 40 is a walled yard with stone, brick and tiled three-bay open Shed and Loose Box and stone and thatch two-bay open Shed, also stone, brick and thatched tyings for eighteen (formerly a Cowshed), and a large Loose Box which could tie about eight. Water is laid on from the ram.

The Buildings at Ditchend Barn comprise

MODERN DANISH PIGGERY

built of brick with corrugated asbestos roof, comprising twenty pens and central and side passages, and large food store. Five-bay double span iron Dutch Barn, a large timber and tiled Barn with Chaff House and yard at rear, with seven-bay stone and tiled open Feeding Shed, with corrugated asbestos extension, and Loose Box. Water is laid on from the ram.



The Drawing Room



The Bailiff's House

In the Village is a

Stone Brick and Tiled Farmhouse

now occupied by Mr. E. Brownlow, the Bailiff, rent free. It contains Three Bedrooms and Boxroom, Two Sitting Rooms, Back Kitchen, Scullery and Pantry. Rateable Value £11.

Adjoining are

Two Cottages

built of stone and brick, part cement-faced, with tiled and slated roofs, each containing a Bedroom and Boxroom, Living Room and Scullery. Let to Messrs. N. Harris and D. Hilsdon on weekly tenancies at 6s. a week each. Rateable Values £6 each.

In Ordnance No. 42 are

Three Cottages

built of stone and brick, two with tiled and one with a thatched roof. Two Cottages contain Three Bedrooms, Sitting Room, Kitchen and Pantry; and the other has Two Bedrooms and Living Room. The Cottages are let as follows:—Mrs. Drinkwater, 6s. a week, and Mrs. Coles and V. Hall each pay 3s. a week. Rateable Values £9, £6 and £8.

Adjoining the Farm Yard is

A Large Cottage

built of stone with a thatched and tiled roof, containing Two Attics, Two large Bedrooms, Sitting Room, Kitchen and Cellar. This Cottage is let to Mr. D. Sparrow at 6s. a week. Rateable Value £8.

SERVICES

- Main Electricity: The Manor House and the Cottages occupied by Brownlow, Hilsdon and Drinkwater have electricity laid on by the owner. Electricity has been laid on to the other Cottages by the tenants, except for the Cottage occupied by Mr. Sparrow.
- Water is obtained or laid on to the Cottages from the Village supply. Water is pumped by a ram to the Residence, Lodge and Buildings. Council's Water Mains are laid in the Village. Drinking water is obtained from a well at the Manor.

Telephone installed in the Manor. No.: Great Milton 8.

The Highly Productive Land

lies in a ring fence on a Southern slope, well watered by streams and easily reached by public roads. It has been well farmed and heavilu stocked and the farm is recognised as being **one of the best in South Oxfordshire.** The Meadows are fine fattening grounds and the easy-working deep arable slopes gently and is very suitable for modern mechanical methods. It will grow all manner of crops, being lighter towards the North.

Included in the sale is

The Manor or Reputed Manor of Little Milton

SCHEDULE

Area			Description).S. No.		
7.14								Meadow	1	
7.350					• •			Meadow	2	
25.452								Meadow	3	
127.199								Arable and	1 2 3 4 5 6	
.204							arn	Ditchend B	5	
27.888								Arable	6	
17.63							Grass	Arable and	10	
6.29								Meadow	11	
5.09								Meadow	12	
18.13								Meadow	14	
5.82								Meadow	15	
.66								Meadow	38	
.27						Buildings and Yard			40	. 1
5.28			• •			• •		Meadow	41	
.43								Cottages	42	
.36								Seeds	43	
1.22								Arable	44	
48.48	• •							Arable	45	
4.87								Homestead	55	
.65		• •	• •					Orchard	56	
.18	•••	••	••	••		• •		Cottages	73_	
310.66	Α.									

The House and Farm are in hand and POSSESSION WILL BE GIVEN ON COMPLETION

The Cottages are sold subject to the present tenancies as enumerated heretofore Apportioned Tithe Redemption Annuity £83 14s. 8d.

(Coloured Pink on Plan No. 2)

WITH EARLY POSSESSION OF THE HOUSE

A SMALL HOUSE AND 2 COTTAGES

situated South-East of the Village on rising land with views to the South over the Valley and known as

Blenheim

extending with large gardens to about

2 Roods 17 Poles

THE DOUBLE-FRONTED HOUSE

is built of stone and brick with a tiled roof and contains Three Bedrooms, Sitting Room, Kitchen and Back Kitchen. Outside Shed and Wash-house. Rateable Value £11.

THE COTTAGES

are built of stone with slated roofs. One has Four Bedrooms, Two Kitchens and Pantries, outside Shed; and the other, Two Bedrooms, Kitchen and Pantry. Rateable Values £9 and £5. *Water* is from an excellent spring adjoining. *Electricity Mains* are nearby.

This Lot comprises Ord. No. 48.

The House is occupied by Mr. S. Taylor (the Shepherd), rent free, so early possession should be obtained.

The larger Cottage is occupied by Miss Pittam, who is holding over after Notice to Quit, rent free.

The other is let to Mrs. G. Baker for her life paying £2 5s. 6d. per annum and the rates. Mrs. Baker is aged over 90.

Apportioned Tithe Redemption Annuity 3s. 2d.

9

(Coloured Green on Plan No. 1)

Two Excellent Meadows

extending to about

44 Acres 0 Roods 31 Poles

Situated South of the Village adjoining the road to Stadhampton

The Meadows are bounded by a stream and there are sufficient trees for shade. The land is deep heavy loam and the old grass will fatten bullocks.

This Lot comprises Ordnance Nos. 16 and 17.

The Whole is in hand and

VACANT POSSESSION WILL BE GIVEN ON COMPLETION

Apportioned Tithe Redemption Annuity £12 1s. 2d.

LOT 4

(Coloured Yellow on Plan No. 1)

An Excellent Meadow and Grass Field

Situated North of the Village on the road to Wheatley, extending to about

47 Acres 3 Roods 36 Poles

The Grass Field is dry and an excellent wintering ground.

This Lot has frontage to the River Thame and comprises Ordnance Nos. 110, 110a, 111 and Pt. 102.

The Whole is in hand and

VACANT POSSESSION WILL BE GIVEN ON COMPLETION

Apportioned Tithe Redemption Annuity £11 0s. 4d.

(Coloured Blue on Plan No. 2)

WITH VACANT POSSESSION OF ONE COTTAGE

Two Picturesque Old Cottages

Situated on the South side of the Village

extending with Garden to about

22 Poles

The Cottages are built of stone and brick, with thatched roofs. One contains Two Bedrooms, Sitting Room and Kitchen. Outside Shed. This Cottage is Vacant and Possession will be given on completion.

The other Cottage has One large Bedroom, Kitchen and Pantry, and Shed. It is let to Mr. A. Mason at 1s. 3d. a week, tenant paying Rates. Rateable Values £6 and £5.

This Lot comprises part of Ordnance No. 44. Water is obtained from springs nearby.

LOT 6

(Coloured Pink on Plan No. 2)

A Picturesque Cottage

Situated adjoining Lot 1, fronting the main road

extending with Garden to about

13 Poles

The Cottage is built of stone with a thatched roof and contains Two Bedrooms, Sitting Room, Kitchen, Scullery with sink and pump. Outside are Two Sheds. Electricity is laid on.

This Lot comprises parts of Ordnance Nos. 55 and 56 and is let to Mr. and Mrs. H. Dashpur for their joint lives and the life of the survivor, at 6s. a week. Landlord paying Rates. Rateable Value £9.

A STATE OF A

(Coloured Blue on Plan No. 2)

A Semi-Detached Stone and Tiled Cottage

being one of a pair situated on the main road, adjoining Lot 1,

extending with garden to about

10 Poles

The Cottage contains One Bedroom and Boxroom, Sitting Room, small Scullery. Council's Water and Main Electricity are laid on.

This Lot comprises part of Ordnance No. 55 and is let to Mr. C. Hilsdon at 10s. a week. Rateable Value £6.

Apportioned Tithe Redemption Annuity 5d.

LOT 8

(Coloured Pink on Plan No. 2)

The Adjoining and Somewhat Similar Cottage

extending with Garden to about

13 Poles

This Lot comprises part of Ordnance No. 55 and is let to Mr. E. Brownlow, Junior, at 10s. a week. Rateable Value £6.

Apportioned Tithe Redemption Annuity 5d.



Lot 9



Lot 14

(Coloured Pink on Plan No. 2)

An Attractive Old Oxfordshire House

Situated in the Village, extending with Garden to about

1 Rood 4 Poles

The House is built of stone, brick, half-timbered, lath and plaster, covered pebbledash and thatched. It contains Four Bedrooms, Two Sitting Rooms, Kitchen, Scullery and Pantry; Bathroom and W.C., with drainage to septic tank (Tenant paid part cost). Main Electricity is laid on and Water is from a pump and well. There is a Garage and large Garden at the rear.

This Lot comprises part of Ordnance No. 71 and is let to Mr. Graham White on a half-yearly tenancy at £70 per annum. Rateable Value £22. Tenant pays Rates.

Apportioned Tithe Redemption Annuity 1s. 7d.

LOT 10

(Coloured Pink on Plan No. 2)

The Post Office and General Shop

Situated in the Main Street, Little Milton, extending with Garden and Outbuildings to about

32 Poles

The House is built of stone and brick with a thatched and tiled roof, and contains Large Shop, Sitting Room, Living Room, Kitchen with sink, and Cellar; Three Bedrooms, Boxroom and large Store Room. Council's Water is laid on and Electricity has been installed by the Tenant, who has also erected a Shed. Outside: Barn, old Bakery and Store.

This Lot comprises part of Ordnance No. 73 and is let to Mr. G. Cheshire on a yearly tenancy at £60 per annum. Rateable Value £48. Tenant pays Rates.

Apportioned Tithe Redemption Annuity 1s. 10d.

(Coloured Pink on Plan No. 2)

A Semi-Detached Cottage

Situated in the Village, extending with Garden to about

16 Poles

The Cottage is built of stone, brick, lath and plaster, half-timbered and has a thatched roof. It contains One Bedrooms and Landing, Kitchen with range. Outside Shed. Electric Light laid on by the Tenant. Water from Village supply nearby.

This Lot forms part of Ordnance No. 53 and is let to Mr. J. Almond at 3s. a week. Rateable Value £6.

LOT 12

(Coloured Blue on Plan No. 2)

The Adjoining Cottage

extending with Garden and Allotments to about

1 Rood 5 Poles

It is of similar construction to that on Lot 11 and contains Three Bedrooms, Two Living Rooms and Two Pantries. Electricity has been laid on by the Tenant. Water from Village supply in the road adjoining. There is a large **Garden** with outside Sheds, and the Tenant has erected several Sheds and Pigsties.

This Lot comprises part of Ordnance No. 53 and is let to Mr. W. Cornish at 3s. per week and 10s. per annum for the allotments. The Tenant pays the Rates. Rateable Value £7.

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(Coloured Pink on Plan No. 2)

A Desirable Detached Cottage

Situated at the fork roads, and extending with large Garden to about

1 Rood 8 Poles

The Cottage is built of stone with a tiled roof, and contains Sitting Room, Kitchen, Larder, One Bedroom and Landing. Outside Shed. Electric Light has been laid on by the Tenant.

Water from the Village supply.

This Lot comprises part of Ordnance No. 42 and is let to Mr. and Mrs. S. J. Hinton for their joint lives and the life of the survivor, at 3s. per week. Landlord paying the Rates. Rateable Value £7.

The Garden is large, and would appear to form an attractive site, with water and electricity mains available, and extensive views over the valley.

Apportioned Tithe Redemption Annuity 2s. 4d.

LOT 14 (Coloured Blue on Plan No. 2)

An Attractive Detached Cottage

known as

THE FOUR TREES

with a nice situation on the South side of the Village, commanding views over the valley and extending with Garden to about

32 Poles

The Cottage is built of stone and brick and has a part tiled, part thatched roof, and has been done up and enlarged. It contains Two Bedrooms, Sitting Room, Kitchen, Pantry, Scullery with sink, Bathroom with bath, basin and W.C.

Drainage is piped to a cesspool in the garden. Electricity is laid on and Water is piped from the Village supply.

This Lot comprises part of Ordnance No. 42 and is let to Mr. B. S. Britnell at 12s. a week. Rateable Value £11.

Apportioned Tithe Redemption Annuity 1s. 3d.

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(Coloured Pink on Plan No. 2)

A Detached Stone and Thatched Cottage

with a large well fruited Garden, altogether extending to about

2 Roods 8 Poles

The Cottage is nicely situated on the South side of the Village and contains Three Bedrooms, Sitting Room, Living Room and Wash-house. Electricity has been installed by the Tenant. Water from a well in the garden and from a stand pipe nearby on Lot 1.

This Lot forms part of Ordnance No. 52 and is let to Mr. G. Hilsdon at 5s. a week. Rateable Value £9.

Apportioned Tithe Redemption Annuity 2s. 11d.

LOT 16

(Coloured Pink on Plan No. 2)

Another Detached Cottage

Situated on the road to Stadhampton, extending with Garden to about

21 Poles

The Cottage is built of stone and brick with a thatched roof, and contains Two Small Bedrooms, Living Room, Scullery with sink. Outside Wash-house and Shed. Electricity is laid on.

This Lot forms part of Ordnance No. 13 and is let to Mr. Liddiard at 6s. a week. Rateable Value £7.

(Coloured Blue on Plan No. 2)

A Nearby Detached Cottage

extending with Garden to about

16 Poles

It is built of stone with a tiled roof and contains One Bedrooms and Landing, Kitchen and Pantry. Coal and Store Shed. The Tenant has laid on Electricity.

This Lot comprises part of Ordnance No. 13 and is let to Mr. C. Gunstone at 3s. a week. Rateable Value £6.

LOT 18

(Coloured Pink on Plan No. 2)

An Allotment Garden

Situated South of the Village and extending to about

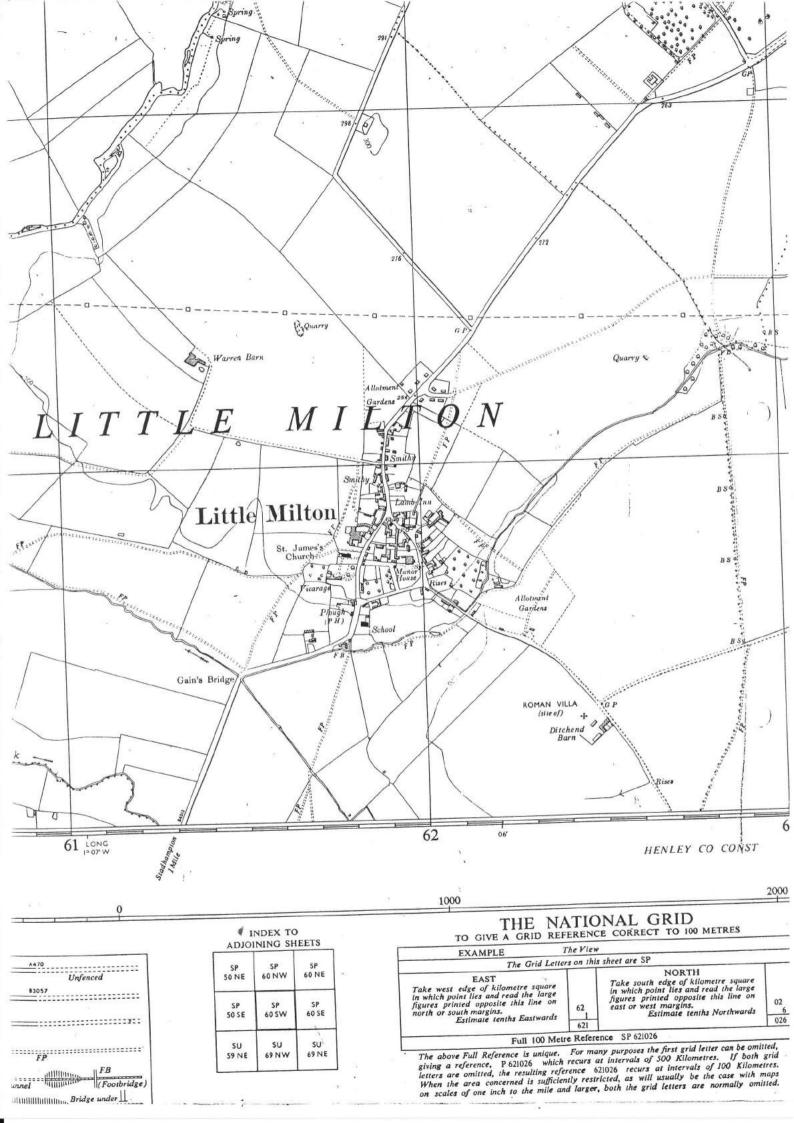
1 Rood 13 Poles

The Allotment is at present let to Mr. A. Mason, who pays £1 per annum. Mr. Mason sublets part of the Allotment.

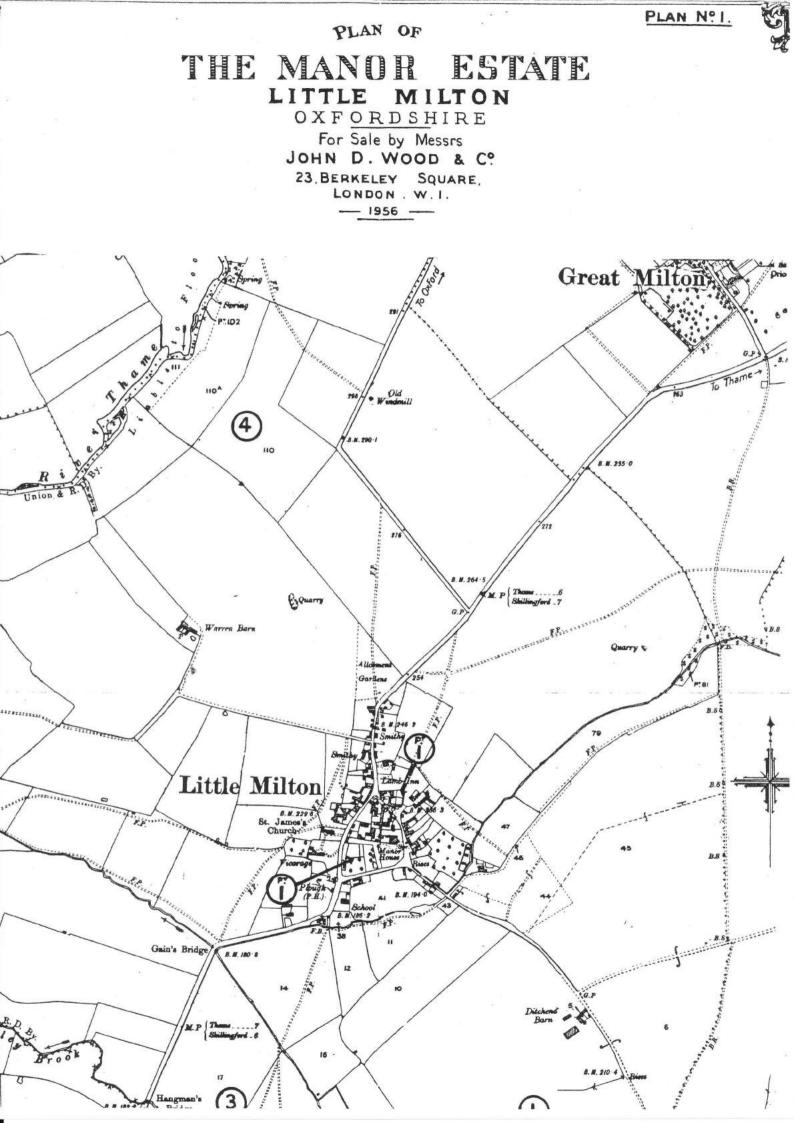
This Lot comprises part of Ordnance No. 44.

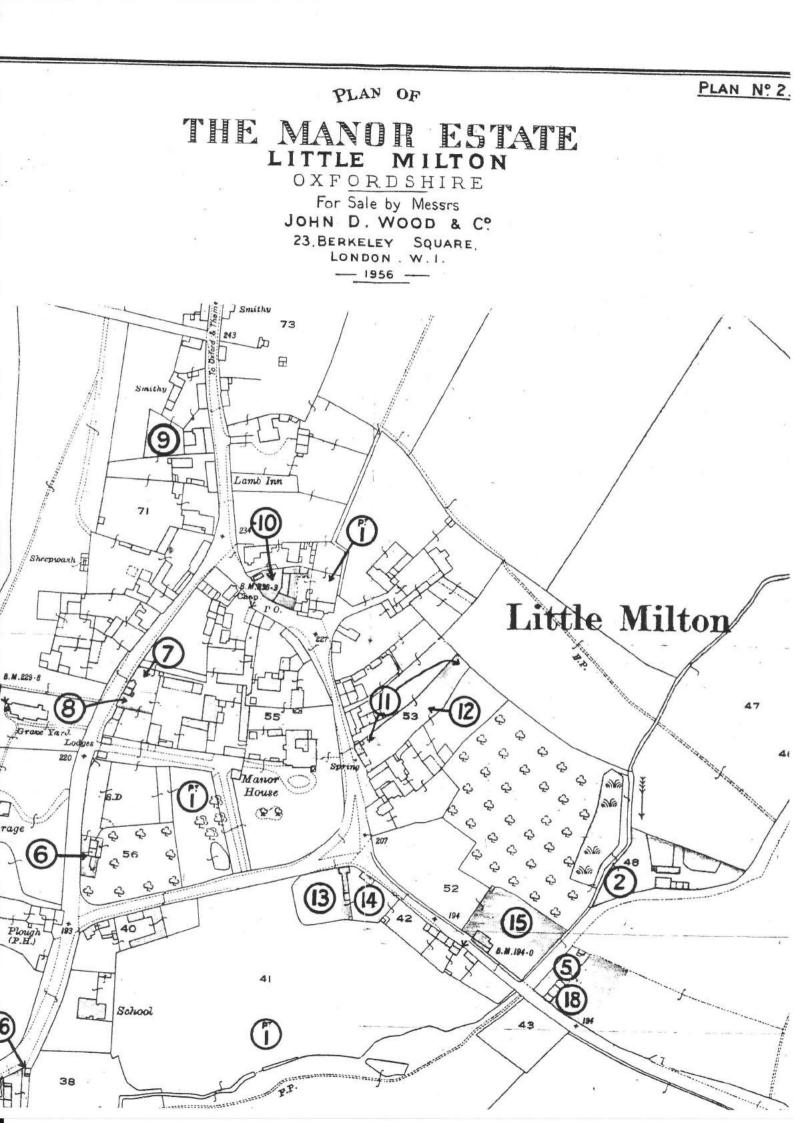
4 3

Apportioned Tithe Redemption Annuity 2s. 2d.











SPECIAL CONDITIONS OF SALE

1. Each lot is sold subject to the Law Society's Con-ditions of Sale 1953 (hereinafter referred to individually by the designation "General Condition" together with the number thereof) so far as they are not varied by or inconsistent with these Conditions.

2. The Vendors reserve the right to offer all the said property described in the Particulars in the first instance in one lot and if not so sold then in the several lots specified in the Particulars.

3. The Vendors' Solicitors are Messrs. A. H. Franklin and Sons whose Office is at 14 King Edward Street, Oxford.

4. In the event of the said property being offered and sold as one lot the above, this and the following Special Conditions numbered 5 to 12 inclusive and 16 and 17 where applicable shall apply.

5. The date fixed for completion is the 1st day of October 1956. The balance of the purchase money and any valuation money there may be (credit being given for the deposit of 10 per cent payable on the sale) is to be paid on that day and if not so paid will carry interest at £6 per cent until payment.

The Deposit shall be paid to the Auctioneers as stakeholders.

7. The Vendors are selling as the Personal Represen-

(i) As to part of the said property with a Conveyance on sale dated the 18th day of December 1919 and made between Edmund Charles Sawyer of the one part and the said Milton Harris of the other part.

(ii) As to other part of the said property with a Mortgage dated the 26th day of May 1916 and made between Anthony John Muirhead of the one part and The Hon. Sir Henry Bargrave Deane The Hon. Sir Robert Younger Charles Plumptre Johnson and Romer Williams of the other part.

(iii) As to the remainder of the said property with a Conveyance on sale dated the 25th day of July 1925 and made between Ellen Mary Hatt of the one part and the said Milton Harris of the other part.

(iv) The Farm yard entrance leading westward from the Village Street on part of the northern boundary of part of Lot 1 being part of Ord. No. 55 originally formed part of a freehold Farm known as "Belchers Farm" situate in the said Parish of Little Milton formerly in the ownership and occupation of the said Milton Harris. Some years prior to 1928 the said Milton Harris constructed the said Farm entrance along the southern edge of the other part of Ord No. 55 and used the said Farm entrance continuously from the date of its construction. By a Contract dated the 10th day of February struction. By a Contract dated the join day of reordary 1934 the said Milton Harris contracted to sell to James Gladstone McDougall (inter alia) the said "Belchers Farm" and in error included in that Contract the said Farm entrance and subsequently in error conveyed the freehold of the site of the said Farm entrance to the said James Gladstone McDougall by a Conveyance dated the 26th day of March 1934. It was never intended by the 26th day of March 1934. It was never intended by the said Milton Harris to sell or convey the said Farm entrance to the said James Gladstone McDougall and possession of the said Farm entrance was not at the time of the completion of the said Farm entrance was not at the time of the completion of the said sale or at any subsequent date handed over by the said Milton Harris to the said James Gladstone McDougall or to his successors in title. The said Milton Harris remained in full and un-disturbed possession of the said Farm entrance from the 26th day of March 1934 to the date of his death on the 19th day of September 1955 and his said Personal Representatives have also remained in such full and un-

disturbed possession since the death of the said Milton Harris. The title to this said Farm entrance shall consist of a Statutory Declaration to be made by Edmund Brownlow Farm Foreman deposing that the said Milton Harris has since 1928 been in undisturbed possession of the said Farm entrance and the Purchaser of Lot 1 shall not require any further title thereto to be deduced and shall assume without enquiry the facts to be as stated in such Statutory Declaration.

The tenure of the said property is freehold and the estate sold is the fee simple.

10. The property is sold subject:-

(1) To the provisions of any Town Planning Scheme affecting the same and to any relevant restriction provision notice scheme order or regulation of the Local Authority.

 (2) To the existing tenancies as stated in the Particulars of Sale and to any claims by any tenant.
 (3) To the provisions of the Rent and Mortgage Interest Restrictions Acts. As to all the properties subject to the reliable to t to the said Acts the rents are believed to be in accordance with those authorised by the said Acts but if it shall transpire that the said rents or any of them are in excess of the permitted amounts the Purchaser shall nevertheless complete his purchase without compensation or other payment being made by the Vendors and the Vendors shall not be required to furnish any information as to the standard or net rents of any properties so affected or as to the Notices served or otherwise as to such tenancies and no objection or requisition shall be raised in respect thereof.

11. General Condition 35 shall have effect in substitu-tion for General Condition No. 34.

TENANT RIGHT AND FIXTURES AND FITTINGS

12. The Purchaser of any lot or lots stated to be in hand shall also take to and pay for by valuation the items of Tenant Right and other matters enumerated below as at the 1st day of October 1956 or such day upon which vacant possession will be given, such valuation to be made by two Valuers one acting on behalf of the Vendors and one acting on behalf of the Purchaser or their agreed Arbitrator, or in the event of their disagreement by an Arbitrator appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors.

The Valuation shall include:-

(1) All Hay, Straw, and silage upon the holding at market price.

(2) The cost of all cultivations, labour, seed, manure, artificial manures, chalk and lime applied to the land from which no crop has since been removed, and the cost of cultivations and seed to young seeds.

(3) All the farmyard manure on the farm where drawn out and stacked in heaps, or elsewhere on the premises, to be paid for at the rate of 12s. 6d. per load of 27 cubic feet. This to include unexhausted values of feeding stuffs consumed on the holding and the cost of the labour, carting and stacking. No claim will be made for the residual manurial value of artificial manures, chalk and lime brought on to the holding or for the home grown (4) For any stock of artificial manures, chalk, lime, feed-

ing stuffs, seeds, fuel or other goods in store at current market prices.

(5) For fixtures and fittings and other matters as more (3) For fixtures and fittings and other matters as more particularly described in a schedule to be made before the date when Vacant Possession shall be given. No deductions from the valuation shall be made in respect of dilapidations or any other counter-claim what-

soever be made by the Purchaser. Nor is any claim to be

made by the Purchaser for any land reclamation, drainage, water subsidies or grants, ploughing grants, crop subsidies or other suchlike matters received or re-ceivable by the Vendors.

This Valuation shall be paid in addition to the purchase money. Should the amount of the valuation not be settled or agreed at the time of completion, the not be settled or agreed at the time of completion, the approximate amount thereof shall be placed on deposit by the Purchaser at a Bank to be nominated by the Vendors' Solicitors in the joint names of the Vendors' and Purchaser's Solicitors. The Purchaser's Solicitors shall sign an undertaking to release the same as soon as the said Valuation or Valuations have been settled and agreed and also to pay any balance due. Completion of any purchase shall not be delayed in

Completion of any purchase shall not be delayed in consequence of any delay in settling the said valuation. Holdover

The Vendors shall notwithstanding completion taking place on the date hereinbefore fixed reserve: (a) The right to hold corn in sack and in silo and the use of the corn barn for storage until the 25th March, 1957

(b) The right to thrash out the ricks of unthrashed corn until the said 25th March, 1957. (c) The right to enter and harvest growing crops of

potatoes and sugar beet and stack or clamp same, and the right to remove same from the holding up to the 25th March, 1957.

13. In the event of the said property being offered and sold in separate lots as enumerated in the Particulars this Condition and Special Conditions Nos. 1, 2, 3, 6, 7, 9, 10, 11 and 12 shall apply together with the following Special Conditions.

The dates fixed for completion are as follows:-14.

- As to Lots 1, 3 and 4 the 1st day of (i) October 1956.
- (ii) As to Lots 2 and 5 to 18 inclusive the 24th day of September 1956.

The balance of the purchase money for each lot and any valuation money there may be (credit being given for the deposit of 10 per cent payable on the sale) is to be on the respective days above fixed, and if not so paid will carry interest at £6 per cent per annum. 15. The title shall commence:—

1 4

As to Lot 1 as to part thereof with the said Conveyance dated the 18th day of December 1919 and as to the remainder thereof with the said Mortgage dated the 26th day of May 1916. Special Condition No. 8 (iv) shall apply in respect of the said Farm entrance.

As to Lots 2, 4, 5, 11, 12 and 18 with the said Mortgage dated the 26th day of May 1916.

As to Lot 3 as to part thereof with the said Mort-gage dated the 26th day of May 1916 and as to the remainder thereof with the said Conveyance dated the 18th day of December 1919.

As to Lots 6, 7, 8, 10, 13, 14, 15, 16 and 17 with the said Conveyance dated the 18th day of December 1919.

As to Lot 9 with the said Conveyance dated the 25th day of July 1925.

16. Easements and matters affecting various Lots:-

A-RIGHTS OF WAY Lots 1 and 6. Rights of access for repairs to the rear of the Cottage and Buildings on Lot 6 are reserved

Lots 2 and 5. A right of way is reserved for Lot 5 by the customary routes over O.S. No. 48 to the water

spout and trough thereon being part of Lot 2. Lots 5 and 18. Rights of access for repairs to the South East side of the Cottage and buildings on Lot 5

are reserved to Lot 5 over Lot 18. Lots 11 and 12. Rights of way are reserved for Lot 11 over the paths on Lot 12 to the shed and E.C. and

away garden forming part of Lot 11 and from the road to the rear of the cottage on Lot 11. (Note: The shed and E.C. going with Lot 11 have for convenience been

coloured with Lot 12 on Plan No. 2). Lots 13 and 14. Rights of access for repairs to the east side of the Cottage and buildings on Lot 13 are reserved to Lot 13 over Lot 14. Lots 16 and 17. Rights of access for repairs to the rear of the Cottage on Lot 16 are received to Lot 16.

rear of the Cottage on Lot 16 are reserved to Lot 16 over Lot 17.

B—WATER SUPPLIES

Lots 1, 14 and 15. Water is piped down the road Lots 1, 14 and 15. water is piped down the road from the spring and tank forming the village supply near Lots 11 and 12. The pipe crosses the garden of Lot 14 which Lot receives a supply therefrom. The pipeline continues down the gardens at the rear of the three cot-tages in O.S. No. 42 forming part of Lot 1. The North Western Cottage has a tag over the ciby, the other two Western Cottage has a tap over the sink; the other two take supplies from standpipes outside the Cottages. Lot 15 also takes a supply from the standpipe on the South East Cottage. This supply shall continue in use as at present but should any Lot or Cottage be connected to the Council's main and the supply from the foregoing water supply discontinued, then the obligations in respect of this said supply shall cease except that the right to use and maintain the pipe under Lot 14 shall be reserved to Lot 1.

Lots 2 and 5. Rights to supplies of water as at present enjoyed are reserved to Lot 5 from the spout or drain by the roadside and the spout and trough on O.S. No. 48 on Lot 2.

Lots 7 and 8. A joint water pipe from the Coun-cil's main supplies these Lots which are sold subject to the terms and conditions of the Council.

Lots 16 and 17 obtain supplies of drinking water from the School pump but only such rights as the Ven-dors may have (if any) are included in the sale of these Lots.

C-DRAINAGE EASEMENTS

Lots 1, 10, 11, 12 and 14 and other properties. The Village Drain. The drains from Lot 10 are piped to the rear of the Cottage adjoining (part Lot 1) where there is a drain used by this Cottage and the Cottage next dooor on the East. The combined drains from Lot 10 and the two cottages are piped under the first-mentioned Cottage and across the road where they are joined by the drains from the Cottage and yard on Lot 1. The combined drainage is piped down the Western side of the road. The drains from the sinks on Lot 1 are piped into the said drain under the roadside. The drains from Lot 11 are piped across Lot 12 where they are joined by the drainage from Lot 12, the combined drainage is piped across the road joining the main drain in under or at the side of the road. The main drain continues down the Western side of the road across the garden of Lot 14 to a soakaway on O.S. No. 41 part of Lot 1. It is believed that other properties not belonging to the

estate are connected to this drainage system which is sold subject to such rights (if any) as there may be.

17 As to easements generally the following Condition

(i) Where any advantage or privilege of the nature of an easement or quasi-easement in respect of access, way, water supply, drainage, or otherwise is expressly mentioned in the Particulars or these Conditions as being enjoyed or to be enjoyed in connection with any Lot over or against any other part of the Estate or other property, such Lot is sold with a right to enjoy such advantage or privilege together with any such liberties as the Vendors may consider proper of inspecting, repairing, renewing, maintaining or cleansing the subjectmatter thereof (including, as the case may be, the ground, way, pump, well, pipeline, cesspool and other space,

the ends were an

thereto and properly usable in connection with the enjoyment of such advantage or privilege, subject (as far as the Vendors may require) to the condition of making good any damage occasioned in the enjoyment of such advantage or privilege, or the exercise of any such liberty, and subject also (where such advantage or privilege is enjoyable in connection with such property in common with other property and so far as the Vendors may require) to the condition of paying a fair proportion of the expense of keeping the subject-matter of such advantage or privilege in good order and condition, unless stated otherwise, and any part of the Estate affected by any such advantage or privilege is sold or if unsold shall be deemed to be retained subject to and with the benefit of the same and any such liberties in connection therewith as aforesaid. Where any right of way is reserved in the Particulars or these Conditions it shall be reserved for the owner for the time being of the Lots to which the same pertains and shall be for all times and for all purposes unless otherwise stated.

(ii) Each Lot is sold and so far as required by the Vendors will be conveyed subject (by way of reservation or otherwise) to all such privileges and advantages whether as regards way, support, water, drainage, light or of laying and maintaining water or other pipes or mains of any nature whatsoever (and whether referred to or shown in the Particulars or the Conditions or not) for the benefit of any property forming part of the Estate (whether still retained by the Vendors or not) or any other adjacent property as the owners, tenants or occupiers thereof are now or have been accustomed to enjoy by way of easement, quasi-easement, profit à prendre or otherwise (whether subject to payment or not) or as the Vendors may at any time before the completion of the sale deem reasonably necessary or expedient for the benefit, enjoyment or protection of any property to any such privileges and advantages shall be expressed in such manner and form in all respects as the Vendors may require, and so that any such privileges and advantages structure or matter over or in respect of which such advantage or privilege_is enjoyable) together with any structure, plant, apparatus or matters appertaining shall be enjoyed subject to such terms (if any) as the Vendors may think fit and shall for the purpose of any assurance or reservation be specifically defined or mentioned merely in general terms as the Vendors shall determine. No Purchaser of any property shall be entitled to the continuance of any such privileges or advantages now enjoyed by such property over or in respect of any part of the Estate except so far as may be specifically provided in the Particulars or Conditions or the Vendors may in their discretion determine, and no Purchaser shall be entitled to any privilege by way of easement or otherwise in respect of light or air which might restrict or interfere with the free use of any adjacent land (whether retained by the Vendors or not) for building or other purposes, and the Conveyance to any Purchaser shall so far as the Vendors may require, expressly exclude the implication of or grant of any such privilege. (iii) It is believed that the Particulars or these

(iii) It is believed that the Particulars or these Conditions have made express provision for any necessary means of access to one Lot over another Lot or Lots, but if before completion of the sale of any servient Lot it is found that a means of access thereover (although not mentioned in the Particulars) is enjoyed by any other Lot or the tenants thereof the Vendors shall (without prejudice to any other condition) be entitled to require that the Conveyance of the servient Lot shall be made subject to the right of the owner of such other Lot to use such means of access and the same shall be defined by the Vendors' Agent.

18. The tithe redemption annuities mentioned in the Particulars have been informally apportioned over the various Lots by the Auctioneers for the guidance of the Purchasers only and the approximate apportioned amounts per annum are as stated in the Particulars for the information of the Purchasers. Such apportionments shall be accepted by and be binding upon the respective Purchasers and anything that may be necessary to be done or executed for giving effect to such apportionment so far as practicable shall be at the cost of the Purchaser requiring the same but the completion of any purchase shall not be delayed on account of any such requisition.