

DEVON

SAMPFORD COURTENAY GLEBE.

1925

Solicitors :

MESSRS. LEE, BOLTON & LEE,
1, The Sanctuary, Westminster, S.W.1.

MESSRS. MILLES, JENNINGS, WHITE & FOSTER,
5, Little College Street, Westminster.

Auctioneers and Land Agents :

MESSRS. RAWLENCE & SQUAREY,
Sherborne ; Salisbury, and 4, The Sanctuary, Westminster, S.W.1.

SAMPFORD COURTENAY GLEBE DEVON.

5 miles from Okehampton and $1\frac{1}{2}$ miles from Sampford Courtenay, both
on the Southern Railway.

Particulars and Conditions of Sale
of the Valuable

Small Holdings, Building Sites and Accommodation Lands

mostly of Rich Red Land, and comprising an area of about

73 a. 3 r. 18 p.

The greater part of the land is let to the Devon County Council on a Lease
expiring at Michaelmas, 1926.

Messrs. Rawlence and Squarey

are instructed to offer the above for Sale by Auction, in convenient Lots
(unless previously disposed of) subject to the General Conditions of Sale of
the Devon & Exeter Law Association, and to certain Special Conditions, at

THE WHITE HART HOTEL, OKEHAMPTON,
ON SATURDAY, THE 19th SEPTEMBER, 1925,

at 4 p.m. precisely.

Particulars and Conditions of Sale may be obtained from:—

MESSRS. LEE, BOLTON & LEE, Solicitors, 1, The Sanctuary, Westminster, S.W. 1;

MESSRS. MILLES, JENNINGS, WHITE & FOSTER, Solicitors,
5, Little College Street, Westminster.

MESSRS. RAWLENCE & SQUAREY, Auctioneers and Land Agents,
Sherborne; Salisbury, and 4, The Sanctuary, Westminster, S.W. 1.

NOTES & GENERAL REMARKS.

1. **TENURE.** The Property offered for Sale is Freehold.
2. Lots 1 to 5 are let on lease to the Devon County Council which expires at Michaelmas 1926.
3. **FIXTURES.** Care has been taken to omit any description of Tenant's Fixtures and Buildings from these Particulars, but whether so described or not, they are not included in the Sale.
4. **TIMBER.** The Timber on the various Lots shall be taken by the Purchasers at the sums mentioned in the Particulars, and the amount of such valuation shall be added to the Purchase money of the land, and so treated as part thereof for all the purposes of the Sale.
5. **VALUATION.** In order to facilitate a settlement at the termination of the existing tenancies the Auctioneers shall be deemed to have been duly appointed Valuers to act for and on behalf of the Purchasers of the several Lots in respect of all matters arising under the Agreements, Custom of the Country, Agricultural Holdings Acts, or otherwise for Disturbance, Improvements, Dilapidations, Tenant Rights, Claims and Counter Claims, or otherwise whatsoever, and the Purchaser shall if necessary for any purpose forthwith sign a formal Appointment when requested so to do by the Auctioneers who shall have full powers to settle all such matters on the Purchaser's behalf, and the Purchaser of any Lot shall on demand forthwith pay to the respective outgoing Tenants such amount as the Auctioneers shall apportion as due in respect of such Lot for such Valuation, and other matters as aforesaid and shall also in addition pay to the Auctioneers their usual Valuation fees and charges. In the case of any unsold Lot the Vendor shall as regards this Clause, stand in the position of a Purchaser.
6. **FEES.** The Purchaser of each Lot shall pay at the close of the Sale the Auction and Contract Fees mentioned in the General Conditions of Sale, and the respective Purchasers of Lots 6, 7, 9 and 11, shall each pay in addition the sum of two guineas as a contribution to the costs of the Vendor.
7. **RIGHTS OF WAY.** All rights of way, water and other easements and rights provided by the Particulars to be given to the Purchasers of any Lot shall be reserved to the Vendor if such Lots shall not be sold.
8. **BOUNDARIES.** Should any dispute arise with regard to the Boundary or Boundary Fences of any Lot where it adjoins any other Lot, or the Vendor's property, the same shall be submitted to the sole arbitration of the Auctioneers.
9. **LOTING.** The Vendor reserves the right to alter the Loting or to amalgamate any Lots or withdraw the whole of any Lot or any portion thereof before or at the Sale.
10. **INSPECTION.** Intending Purchasers may inspect the various Lots at any time by permission of the Tenants on production of these Particulars or an Order to View from the Auctioneers.
11. **PARTICULARS AND PLANS.** These have been carefully prepared and the quantities taken from the Ordnance Survey Map, 1909 Edition, with the consent of the Controller of H.M. Stationery Office. They are believed to be correct, and shall be accepted as such by both the Vendor and the Purchaser.

NOTE—Coloured 25 inch Ordnance Plans have been prepared and may be inspected at The New Inn, Sampford Courtenay; The Rectory, Sampford Courtenay; The White Hart Hotel, Okehampton; and the Sherborne Offices of the Auctioneers.

Lot 1

(Coloured Pink on Plan).

The Valuable Accommodation Holding

situate close to the Village of Sampford Courtenay, and adjoining the road to Okehampton.

There is a useful SHIPPEN on the roadside.

The whole comprises an area of about

35 a. 1 r. 6 p.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
In Sampford Courtenay Parish.				
1653a	Pasture	...	...	1 22
1645	"	...	...	1 0 16
1652	"	...	...	3 1 25
1676a	Building	...	...	2
1651	Arable	...	...	7 0 18
1595	Pasture	...	...	2 20
1591	Arable	...	...	3 0 12
1590	Rough Pasture	...	...	10 2 10
1467	" "	...	...	3 2 17
1468	" "	...	...	4 1 27
1413	Copse	...	...	3 37
A.		35	1	6

This Lot (except Ord. No. 1413 which is in hand) is with other lands let to the Devon County Council on a Lease expiring the 29th September, 1926.

Outgoings:—	£	s.	d.
Land Tax (apportioned)	...	...	1 0 0

The Timber has been valued at £173 (one hundred and seventy three pounds).

N.B.—This Lot is sold subject to the covenant by the Purchaser to erect no buildings on Ord. No. 1652 referred to in the Special Conditions.

Lot 2
(Coloured Blue on Plan).

TWO CLOSES OF ACCOMMODATION ARABLE LAND

situate near the Village of Sampford Courtenay, and having good frontage to the main
Sampford Courtenay-Okehampton Road.

The whole comprises an area of about

11 a. 2 r. 7 p.

SCHEDULE.

No. on Plan.	Description.				A.	Area. R.	P.
In Sampford Courtenay Parish.							
1668	Arable	...	...	...	6	0	2
1647	Arable	...	...	...	5	2	5
					A.	<hr/>	<hr/>
					11	2	7

This Lot is, with other lands, let to the Devon County Council on a Lease expiring
the 29th September, 1926.

Outgoings:—	£	s.	d.
Land Tax (apportioned) 	10	6	

The Timber has been valued at £3 (three pounds).

Lot 3
(Coloured Pink on Plan).

A VALUABLE

CLOSE OF ACCOMMODATION PASTURE

situate adjoining Lot 2 in the Parish of Sampford Courtenay, with good road frontage.
Numbered 1669 on Plan, it comprises an area of about

7 a. 3 r. 26 p.

This Lot is, with other lands, let to the Devon County Council on a Lease expiring
the 29th September, 1926.

Outgoings:—	£	s.	d.
Land Tax (apportioned) 	8	6	

The Timber has been valued at £8 (eight pounds).

Lot 4

(Coloured Yellow on Plan).

THE CLOSE OF ACCOMMODATION ARABLE LAND

known as

“HIGHER DOWN”

situate adjoining Lot 3 in the Parish of Sampford Courtenay, with frontage to the road.
Numbered 1670 on Plan, it comprises an area of about

8 a. 2 r. 7 p.

This Lot is, with other lands, let to the Devon County Council on a Lease expiring the 29th September, 1926.

Outgoings:—			£	s.	d.
Land Tax (apportioned)	...	...		7	6

The Timber has been valued at £3 (three pounds).

Lot 5

(Coloured Blue on Plan).

THE ACCOMMODATION PASTURE

known as

“SAND PARK”

conveniently situate at Sampford Chapple in the Parish of Sampford Courtenay, and having a good frontage to the Sampford Courtenay-Okehampton road. Numbered 1650 on Plan, it contains an area of about

6 a. 2 r. 36 p.

This Lot is, with other lands, let to the Devon County Council on a Lease expiring the 29th September, 1926.

Outgoings:—			£	s.	d.
Land Tax (apportioned)	...	...		5	6

The Timber on this Lot has been valued at £2 (two pounds).

Lot 6

(Coloured Pink on Plan).

THE VALUABLE GARDEN

situate at Sampford Chapple, in the Parish of Sampford Courtenay, with good frontage to the Okehampton Road.

There is a Closet in the Garden, used by the Tenant of the Cottage opposite.

Numbered 1674 on the Plan, it contains an area of about

0 a. 1 r. 5 p.

This Lot is let to the Provost and Fellows of King's College, Cambridge, on a yearly verbal Michaelmas Tenancy.

Outgoings:—	£	s.	d.
Land Tax (apportioned) 			9

Lot 7

(Coloured Pink on Plan).

A VERY VALUABLE PLOT OF GARDEN

situate near Sampford Chapple, in the Parish of Sampford Courtenay, and immediately in rear of Thornbury Cottage. Numbered 1743a on Plan, it comprises an area of about

0 a. 1 r. 6 p.

This Lot is let to Mr. William Paddon on a Quarterly Tenancy.

Outgoings:—	£	s.	d.
Land Tax (apportioned) 			9

Lot 8
(Coloured Blue on Plan).

**THE CHARMING RESIDENCE AND
SMALL HOLDING**

known as

“THE GLEBE HOUSE”

situate in the centre of the Village of Sampford Courtenay, and close to the Church.
The whole comprises an area of about

2 a. 0 r. 36 p.

THE HOUSE

is built of stone with a thatched roof, and contains:—

ON THE GROUND FLOOR:—Parlour, 13 ft. 6 in. x 16 ft. 6 in.; Kitchen, 13 ft. 9 in. x 12 ft. 6 in.; Back Kitchen; Dairy and Larder with slate shelves.

ON THE FIRST FLOOR:—Bedroom, 14 ft. x 9 ft. 6 in.; Bedroom, 13 ft. x 10 ft. 6 in.; Bedroom, 17 ft. x 13 ft.; Boxroom.

Adjoining is a good

GARDEN AND OUTBUILDINGS

comprising:—

Wash-house; Shippen for 4 Cows with calf pen; Barn; 3 Pigsties; Woodshed.

SCHEDULE.

No. on Plan.	Description.	Area. R.	P.
In Sampford Courtenay Parish.			
1716	Pasture	1	3 38
1724a	Pasture		8
1724b	House, Buildings and Garden		30
		A.	2 0 36

Outgoings:—	£	s.	d.
Land Tax (apportioned)		8	0

This Lot is at present let to Mr. William Ash on a Yearly Michaelmas Tenancy.

N.B.—The right of access to Ord. No. 1716 is over Ord. No. 1724 the Village Green. The Lot is sold subject to a public right to draw water from the Spring in Ord. No. 1724a.

Lot 9
(Coloured Pink on Plan).

A VERY VALUABLE GARDEN PLOT

Numbered 1724c on Plan, it is situate in the centre of the Village of
Sampford Courtenay, and contains an area of about

0 a. 0 r. 14 p.

This Lot is let on a Yearly Michaelmas Tenancy to Mr. F. Coombe.

Outgoings:—	£	s.	d.
Land Tax (apportioned)	...	...	4

N.B.—Access to this Lot is from the main Street over Ord. No. 1724 the Village
Green.

Lot 10
(Coloured Blue on Plan).

**A WELL WATERED
PLOT OF PASTURE**

Numbered 1815c on Plan, and situate near Oxenpark in the Parish of
Sampford Courtenay. It comprises an area of about

0 a. 3 r. 35 p.

It is let to Mr. T. Lang on a Yearly verbal Michaelmas Tenancy.

Outgoings:—	£	s.	d.
Land Tax (apportioned)	...	...	7

N.B.—Access to this Lot is across Ord. No. 1816.

SAMPFORD COURTENAY GLEBE SALE, 1925.

Summary of Lots.

Lot No.	Colour.	Description.	Total Area.		
			A.	R.	P.
1	Pink	Accommodation Holding	35	1	6
2	Blue	Accommodation Arable	11	2	7
3	Pink	Accommodation Pasture	7	3	26
4	Yellow	Accommodation Arable— "Higher Down"	8	2	7
5	Blue	Accommodation Pasture— "Sand Park"	6	2	36
6	Pink	Accommodation Garden at Sampford Chapple	0	1	5
7	Pink	Accommodation Garden at Thornbury Cottage	0	1	6
8	Blue	Glebe House, Garden and Pasture	2	0	36
9	Pink	Garden Plot	0	0	14
10	Blue	Pasture at Oxenpark	0	3	35

A.73 3 18

SPECIAL CONDITIONS OF SALE.

1. The property is sold subject to the Conditions following and to the General Conditions of the Devon and Exeter Law Association (a print being on the back of or annexed to each Contract) so far as such latter Conditions are not inconsistent with the Conditions following and to all stipulations and provisions contained in the General Remarks which shall be deemed to be part of the Contract for sale for all purposes.
2. The day for completion of the purchase shall be the 11th day of November 1925.
3. The deposit instead of being held by the Vendor's Solicitors as stakeholders as by General Condition 6 as provided shall be paid by such Solicitors to the account at the Bank of England of the Ecclesiastical Commissioners for England.
4. The Vendor's Solicitors are Messrs. Lee, Bolton and Lee whose office is situated at No. 1 The Sanctuary, Westminster, S.W.1.
5. The Vendor is selling subject to the consent of the Ecclesiastical Commissioners for England and of King's College Cambridge the Patrons of the Benefice of Sampford Courtenay under the powers of sale conferred by the Ecclesiastical Leasing Acts.
6. The whole of the property included in the sale forms part of the Glebe Lands of the Benefice of Sampford Courtenay in the County of Devon and the purchaser of each lot shall accept and be satisfied with a certified Copy of a Statutory Declaration by some competent person to be nominated by the Vendor that the property is and has been known and held for the last twenty years as part of the glebe of the said Benefice as a sufficient and complete title to the said property and shall not be entitled to call for any evidence in respect of any prior or other title whatsoever.
7. The Purchaser of Lot 1 shall in the conveyance to him covenant for himself his heirs and assigns with the Vendor his successors and assigns and by way of separate covenant with the Ecclesiastical Commissioners and their successors not to erect or cause or permit to be erected any building or buildings or erections of any kind whatsoever whether temporary or permanent on the field opposite Sampford Courtenay Rectory Nod. 1652 on the sale plan such covenant to be so framed as to run with the land into whosoever hands it may come and to enure for the benefit of and be annexed to such part or parts of the Rectory house and the appurtenances thereof or the glebe lands of the said benefice whether comprised in the present sale or not as shall for the time being remain unsold or as shall be sold by the Vendor or the persons deriving title under him with the express benefit of such covenant. No Purchaser at the present sale shall be entitled to have the benefit of the said covenant assigned to him. The Vendor shall be entitled to a duplicate of the Conveyance of Lot 1 to be prepared and stamped by and at the expense of the Purchaser of that lot.
8. The balance of the purchase money shall be paid by the Purchaser of each lot seven days before the date appointed for the completion to the Account of the Ecclesiastical Commissioners at the Bank of England as directed by them in that behalf.
9. Each purchaser shall admit the identity of the property purchased with that comprised in the Declaration offered by the Vendor as the title to such property upon the evidence afforded by a comparison of the descriptions contained in the Particulars and in the Declaration and shall be satisfied with a Certificate from the Records of the Diocese of Exeter to be obtained by the Vendor (if called upon by any Purchaser) that the Vendor is the present Incumbent of the said Benefice.
10. The title of the Patrons of the said Benefice shall not be shewn inquired into or disputed and no evidence that they are such patrons shall be required by any Purchaser.

11. The Vendor shall not be required to convey such Glebe Lands as Beneficial Owner or as Trustee or to enter into any other covenants than the usual Trustee's covenant that he has not incumbered the property, nor shall any other covenant for title be required by the Purchaser. The preliminary approval and consent respectively by the Ecclesiastical Commissioners for England and of the Patrons to the property being offered for sale has been obtained and the Vendor will use his best endeavours to procure the formal concurrence in the Conveyance of the Ecclesiastical Commissioners and of the said Patrons.
12. The property is believed to be subject to Land Tax as stated in the Particulars of Sale at the foot of the description of each lot but no purchaser shall make any objection on the ground that such tax or any other outgoing is not now or has not been on any former occasion legally apportioned or require the same to be apportioned. Legal apportionments (if any) as may be rendered necessary by reason of the sale are to be effected at each purchaser's expense.
13. Each purchaser shall be deemed to have notice of and accept the present access to the property as it exists, and shall not in the conveyance to him require the grant by the Vendor of any specific right of way or access.
14. Certain Lots are sold subject to apportioned rents and no purchaser shall require the consent of any tenant to such apportionment or require any legal apportionment of any such rent nor shall the Vendor be required to identify any Lot or portions of a lot with any specific portion of the property comprised in the Lease or agreement or to account for any discrepancies in descriptions quantities boundaries or otherwise. Each Purchaser shall be deemed to have notice of the terms of the tenancies and of the rights of the tenants and shall be satisfied with such evidence as to the terms of the tenancies as the Vendor may be able to adduce.
15. The Conveyance shall be in the form approved by the said Ecclesiastical Commissioners a copy of which will be produced at the sale and can be seen at the Office of the Vendor's Solicitors within office hours during seven days before the sale but subject to such variations as the nature of the lot comprised in such Conveyance shall or may require, and the Solicitors of the Vendor and the said Ecclesiastical Commissioners may approve. Tithe rent charge belonging to the Vendor will be reserved by the Conveyance.
16. Completion of the sale shall not be delayed by reason of the Conveyance not being sealed by the said Ecclesiastical Commissioners who will seal the same at their first convenient Board Meeting after payment of the balance of the purchase money as aforesaid and after execution by all other parties.
17. The Referee is Mr. E. A. Rawlence F.S.I. a member of the firm of Messrs. Rawlence & Squarey the auctioneers.