

Mrs Mrs
MRS E
WEST DORSET

Mrs Mrs

BURTON BRADSTOCK

Particulars and Conditions of Sale

of

17 FREEHOLD COTTAGES

in one of Dorset's prettiest coastal villages; including 5 with Vacant Possession, with good scope for capital appreciation and modernisation into attractive properties.

To be Sold by Auction in 9 convenient Lots

for

THE RIVERS ESTATE

at

The Greyhound Hotel, Bridport

on

WEDNESDAY, 13th JUNE, 1951

at 3 p.m.

Auctioneers:
Messrs. SENIOR & GODWIN,
Chartered Surveyors,
Chartered Auctioneers
and Estate Agents,
Sturminster Newton (phone 9)
Dorset.

Solicitors:
Messrs. MOORING ALDRIDGE
& HAYDON,
433/5, Ashley Road,
Parkstone (phone 3473),
Dorset.

REMARKS.

Burton Bradstock is certainly one of the most attractive coastal villages of the South West, and, having been largely in the ownership of the Rivers Estate for a great many years, its rural character and charm have been well preserved. The village lies in a sheltered valley on a southerly slope amidst nicely timbered country, and has a splendid outlook South towards the cliffs. The sandy beach is within half a mile, and there are good amenities in the village, with Church, Shops, Post Office and three Inns. The soil is a deep loam, and the subsoil generally limestone: the district is noted for the early growth and fertility of its gardens.

Distances. The small fishing port at West Bay is 2 miles, the Country town of Bridport (on the Yeovil railway line) 3 miles, the County Town of Dorchester 13 miles, and the seaside resort, Weymouth, 14 miles. Frequent bus services pass through the village.

These Properties offer scope for modernisation into attractive Country Cottages of the type so much in demand, and in many cases where the lettings are to very old tenants there is opportunity for great capital appreciation in the event of vacant possession being obtained. The Cottages are generally in good structural condition and the reed thatched roofs are especially good as considerable maintenance expenditure has been incurred by the Estate in recent years.

Sporting. Good sea fishing at West Bay. The West Dorset Golf Course practically adjoins the village. Good rough shooting in the locality.

Plan. A plan of the properties can be had on application to the Auctioneers (price 2/-). The ownership of boundaries of the various lots is indicated by "T" marks on plan.

Tenants' Fixtures are excluded from the Sale whether mentioned in these particulars or not.

Vacant Possession of five of the Cottages will be given on completion of the purchase on the 12th July, 1951. The remaining properties are sold subject to the existing tenancies.

Outgoings. There is believed to be no Tithe or Land Tax on the properties.

To View. The vacant Cottages may be viewed on application to Mr. C. Bailey, Rivers Estate Works, Burton Bradstock, (near The Anchor Hotel). The Cottages which are let may be viewed by permission of the respective tenants, on production of these particulars.

SUMMARY OF LOTS

LOT No.	DESCRIPTION	SITUATION	TENANT
1.	Pair of Cottages	Southover Nos. 103 and 104	Vacant
2.	Pair of Cottages	Southover No. 101 No. 102	Mr. A. Stevens Mr. G. Downton
3.	Pair of Cottages	Church Street No. 47 No. 49	Mrs. A. Jones Mr. H. Northover
4.	Three Cottages	Darby Lane No. 45 No. 46a No. 46	Mr. A. Bartlett Vacant Vacant
5.	Detached Cottage	The Pound No. 9	Mr. R. Walbrun
6.	Pair of Cottages	Adjoining No. 55 No. 56	Mr. F. Ward Mrs. L. Thorner
7.	Pair of Cottages	Donkey Lane No. 61 No. 62	Mr. M. Lenthall Mr. J. Ward
8.	Pair of Cottages	Ditto No. 57 No. 59	Vacant Mr. W. Legg
9.	Detached Cottage	The Pound No. 63	Mr. J. Brine

Particulars

LOT 1

(coloured Pink on plan)

With Vacant Possession :

A Most Attractive Cottage Property at SOUTHOVER

Nos. 103 and 104, ideal for conversion into a single dwelling of character, pleasantly situated on the outskirts of the Village, in a quiet cul-de-sac road, with good outlook over the open fields.

The Property was at one time occupied as one cottage, and can again be so used with little structural alteration. It is in quite good structural condition, and, with moderate expenditure on renovation, will make an extremely nice roomy cottage. It is substantially built in mellow limestone and tiled roof with fine stone gable parapets and stone eaves tiles.

No. 103 contains : Living Room 15' 3" x 13' x 7' 3" with open Inglenook fireplace having fine oak lintel, and stone paved floor : Leanto Backhouse. One good Bedroom 15' 3" x 10' x 7' 1".

No. 104 contains : Living Room 15' x 11' x 7' 3" : Store 12' x 6' 9" : Landing. Two Bedrooms 9' x 9' 3" x 7' 1" and 15' 3" x 11' x 7' 1" with fireplace. Outside E.C.

Services : Main Electricity is installed.

Main Water passes in the roadway immediately adjoining.

Drainage. Sink gully to existing drain. The Vendors are prepared to grant to the Purchaser facilities for constructing a septic tank drainage system in O.S. No. 66, approximately at the point marked X on plan, with the necessary pipeline thereto. (see Special Conditions).

Fertile Garden of good loam soil, having road frontage and room for garage, the whole in area about 22 perches.

Vacant Possession will be given on completion of the purchase.

Outgoings.	Rateable Value:	No. 103	—	£3
		No. 104	—	£4
	Current year's			
	Rates	No. 103	—	General £2 13s. 0d.
				Water 8s. 8d.
		No. 104	—	General £3 10s. 8d.
				Water 8s. 8d.

1000 Thousands

Mr Howarth

LOT 2

(coloured Blue on plan)

The Adjoining Pair of Cottages

Nos. 101 and 102, SOUTHOVER

Nicely situated with good outlook over the open fields, very substantially built in stone, with reed straw roof, in very fair condition, and possessing considerable character

No. 101 is let to Mr. A. Stevens on an oral tenancy at £7 7s. 4d. per annum, Tenant paying general rates, and contains Sitting Room, Living Room, Leanto Scullery, 2 Bedrooms. Outside E.C. Garden.

No. 102 is let to Mr. G. Downton on an oral tenancy at £9 18s. 2d. per annum, Landlord paying rates, and contains similar accommodation.

Services. Main Electricity connected. Main Water adjoins. Sink gulley to existing drain.

This Lot is about 28 perches in area.

Outgoings.

Current year's Rates paid by Landlord.	No. 101.	Water	16/-
	No. 102.	General	£2 11s. 0d.
		Water	8s. 8d.

Reg Buckler

350 Pounds

12 July

LOT 3

(coloured Pink on plan)

Two Superior Cottages of Character

Nos. 47 and 49, CHURCH STREET

Occupying one of the best positions in the village, adjoining a quiet by-road, opposite the Church, facing due South, and capable of conversion into a most attractive residential property.

The Property is substantially built in mellow stone, with a new reed straw roof, and contains much old oak and other attractive timbering.

No. 47 is let to Mrs. A. Jones on an oral tenancy, at the nominal apportioned rent of £4 12s. 0d. per annum, Tenant paying rates, and contains:—Pleasant Living Room with old open Inglenook fireplace, fitted range, Small Sitting Room, Store. One Large and one Smaller Bedroom.

No. 49 is let to Mr. H. Northover on an oral tenancy at £11 16s. 0d. per annum, Tenant paying general rates, also a strip of garden at 5/- per annum and contains:—Good Living Room with brick fireplace, Kitchen with stone paved floor. 3 Bedrooms. Outside E.C.

Services. Main Electricity and Water.
Sink gully to existing drain.

Easement. There is reserved out of this Lot at the wicket gate near point marked X on plan, a right of way for all purposes over an area 5ft. square for the benefit of the adjoining property on the west of this Lot.

Garden. Excellent large and fertile garden, with road frontage, sufficient for Garage if required; and this lot is altogether in area about 20 perches.

Outgoings. Current year's Rates paid by Landlord. No. 47. Water 8/8
No. 49. Water 16/-

675 Mrs Northover

LOT 4

(coloured Blue on plan)

With Vacant Possession of 2 Cottages :

The Adjoining Block of 3 Cottages

Nos. 45, 46a, and 46, DARBY LANE

in a quiet situation, with good scope for amalgamation and substantially built in stone, with new reed straw roof.

No. 45 : the north Cottage, is let to Mr. A. Bartlett on an oral tenancy at £10 11s. 6d. per annum rent, Landlord paying rates, and contains Good Living Room, Small Sitting Room, 2 Bedrooms. (The Tenant claims the sheds adjoining and the Elsan Closet).

No. 46a : contains Hall, 12' x 5' 6" x 6' 6", Large Store, Living Room, 7' 9" x 9', with Inglenook fireplace fitted Yorkshire Range, and oak beam. Backhouse 9' 7" by 6' 3". Two Bedrooms, 8' 4" x 14' 9" and 10' x 8'. Outside E.C.

No. 46 : contains Passage Hall, Living Room 14' 6" x 10' 6" x 6' 3" with range and cupboards. 2 Bedrooms each 14' 9" x 8' x 7'.

Vacant Possession of Nos. 46a and 46 will be given on completion of the purchase, and these could easily be converted to form a larger single dwelling if required.

Services : Main Electricity installed.
Main Water to standpipe at rear.
Sink Gully at rear to existing drain.

Large and Fertile Garden with long frontage to Darby Lane.

(Note: A part of the garden was formerly let to Mrs. Jones and Mr. Northover, whose cottages are included in Lot 3, and they are entitled to remove their existing crops).

Note : Included in Lot 4 is one of the closets at the north-west corner of Lot 4 which is let to Mrs. A. Jones (Tenant of No. 47) at the apportioned rent of 4/- per annum, together with right of access thereto from the north-east corner of the garden of Lot 3.

Outgoings.

Current year's Rates paid by Landlord No. 45 :	General	£3	8s.	0d.
	Water		16s.	0d.
Rateable Value of Nos. 46a and 46 (each)		£3		
Rates for current year (each)	General	£2	13s.	0d.
	Water No. 46		8s.	8d.
	No. 46a		16s.	0s.

LOT 5

(coloured Pink on plan)

**A Superior Detached Cottage
No. 9, THE POUND**

In a good position on High ground, in the centre of the village, well built in stone, partly cement rendered, with slate roof, let to Mr. R. Walbrun on an oral tenancy at £7 7s. 4d. per annum, Tenant paying general rates, and containing Passage Hall, Sitting Room, Good Living Room, Scullery with water laid on to Tenant's sink, 2 Bedrooms. Small wash house. Outside E.C.

Services. Main water and electricity installed.
Sink gully to existing drain.

Small Walled Garden, the whole in area about 9 perches.

Outgoings. Water rates paid by Landlord 16/-

350
R Walbrun

LOT 6

(coloured Blue on plan)

**A Pair of Attractive Old World Cottages
Nos. 55 and 56**

adjoining Lot 5, facing due South, and very suitable for conversion into a larger single dwelling.

The property is substantially built in stone, with good reed straw roof.

No. 55 is let to Mr. F. Ward on an oral tenancy at the apportioned rent of £5 14s. 4d. per annum, Tenant paying general rates, and contains:— Living Room, Small Kitchen, Leanto Backhouse, 2 Bedrooms, Back Yard, Outside E.C.

No. 56 is let to Mrs. L. Thorner on an oral tenancy at £5 19s. 4d. per annum, Tenant paying general rates, and contains similar accommodation.

Services. Main electricity connected.
Main water to standpipe at rear.
Sink gully to existing drain.

This Lot has an area of about 4 perches.

Outgoings. Water rates paid by Landlord. No. 55. 16/-
No. 56. 8/8

~~350~~ B. R. Walbrun . 200

LOT 7

(coloured Yellow on plan)

Two Good Cottages of Character Nos. 61 and 62, DONKEY LANE

in an excellent position on high ground, facing south, with outlook down the main village road, very substantially built in stone with new reed straw roof: No. 61 has been fully renovated and modernised, and the two would make a most attractive property.

No. 61 is let to Mr. M. Lenthall on a yearly Michaelmas tenancy at the apportioned rent of £7 16s., per annum, Tenant paying general rates and sublet by him to Mrs. Haines at £15 12s., per annum inclusive of rates. This cottage is in first class order and contains, Large Hall, Good Living Room, Kitchen with portable range, sink and water laid on, copper. Larder. Fuel Store. New stairs with cupboard under. 3 Bedrooms. Outside E.C.

No. 62 is let to Mr. J. Ward on an oral tenancy at the nominal rent of £5 4s., per annum, and contains Living Room, Scullery, Backhouse, 2 Bedrooms. Outside E.C.

Services. Main water and electricity connected.
Sink Gullies to existing drain.

Small Garden at rear: the whole in area about 7 perches.

Outgoings. Water rates paid by Landlord	No. 61	8s. 8d.
	No. 62	16s. 0d.

~~200~~

500 J Ward

LOT 8

(coloured Pink on plan)

One Cottage with Vacant Possession

The Two Adjoining Cottages

Nos. 57 and 59, DONKEY LANE

Adjoining a by-road in the centre of the Village, built in stone, with a reed straw roof, (mainly new). No. 57 forms a compact small dwelling, or the two cottages are capable of amalgamation if desired with little structural work.

No. 57 is to be Sold with Vacant Possession on completion of the purchase, and contains:—Sitting Room 15' x 10'6" x 6'10" with stone paved floor and grate; Living Room 16' x 9'6" x 6'10" with Inglenook fireplace fitted Yorkshire range, stone paved floor and oak beamed ceiling; power point. Larder. Two Bedrooms, 17' x 13'9" and 16' x 10'4". Outside E.C.

Small Walled Garden with side entrance.

Services. Main electricity installed.
Main water to standpipe nearby.
Sink gully to existing drain.

No. 59 is let to Mr. W. Legg on an oral tenancy at £6 per annum, tenant paying general rates, and contains:—Small Hall; Living Room; Backhouse. One Bedroom. Outside E.C.

This Lot has an area of about 8 perches.

Outgoings. Water rates paid by Landlord. No. 59. 8/8
Rateable Value of No. 57—£3
Rates on same for current year. General £2 13s. 0d.
Water 8s. 8d.

LOT 9

(coloured Blue on plan)

A Very Superior Detached Property No. 63, THE POUND

occupying one of the best positions in the centre of the Village, standing well up, facing south-west, with a splendid outlook over the Valley to the hills beyond, very substantially built with stone walls and slated roof containing Good Sitting Room, Living Room with tiled grate; 2 Bedrooms on 1st Floor, and 2 Attic Rooms on 2nd Floor. Wash House: Workshop and Store: Outside E.C.

Services. Main Electricity installed.
Main Water to standpipe in Courtyard.
Sink gully to existing drain.

Tenancy. This Lot is let to Mr. J. Brine on an oral tenancy at the apportioned rent of £9 13s. 4d. per annum, Tenant paying general rates.

Outgoings. Water rates paid Landlord — 16s.

NOTE

These particulars are believed to be correct but their accuracy is not guaranteed and any error or mis-description shall not annul the sale or form grounds upon which compensation may be claimed.

400

SPECIAL CONDITIONS OF SALE.

1. The property is sold subject to the following Conditions and also, so far as they are not inconsistent therewith, to the National Conditions of Sale Fifteenth Edition, a copy of which can be seen at any time prior to the sale at the offices of the Vendor's Solicitors or the Auctioneers and will be produced at the time of sale and purchasers shall be deemed to have bought with full knowledge thereof and to be bound thereby.
2. There will be a reserve price for the property and for each Lot.
3. The deposit shall be ten per cent of the purchase money and shall be paid to the Auctioneers.
4. The day for the completion of the purchase shall be the 18th day of July 1951 and completion shall take place (if the Vendor so requires) at the London offices of the Solicitors to his Settled Land Act Trustees.
5. The Vendor's Solicitors are Messrs. Mooring Aldridge & Haydon of 433/5 Ashley Road Parkstone Dorset.
6. The Vendor sells as Tenant for Life under the Settled Land Act 1925 and will convey as Trustee.
7. The property is sold subject to and with the benefit of :—
 - (a) The existing tenancies (mentioned in the Particulars of Sale) and tenant rights.
 - (b) All local Land Charges registered or registerable at the date of the Auction and the requirements (if any) of Local and other Authorities.
 - (c) All rights of way water drainage eavesdrop light and other easements and quasi or reputed easements and rights of adjoining owners (if any) affecting the same and to any liability to repair or contribute to the repair of roads ways passages walls fences hedges sewers drains gutters and other like matters. The Vendor shall not be required to show the creation of or define or apportion any burden or benefit.
8. The property and each Lot shall be at the risk of the Purchaser as to loss or damage by fire, accident, requirement of any local authority or otherwise arising after the sale.
9. The title shall commence with a Vesting Deed dated the 9th day of November 1926 and made between Sir John Frecheville Ramsden and Ulric Oliver Thynne of the one part and Alexander Edward Lane Fox Pitt-Rivers of the other part. The Purchaser shall not require the production of or make any enquiry as to the Settlement to which the said Vesting Deed gave effect.
10. The Conveyance of each Lot shall contain a declaration that the respective Purchasers and their successors in title shall not become entitled to any right of light or air or other right over any adjoining or neighbouring property of the Vendor which shall in any way prejudice the free and unrestricted user of such adjoining or neighbouring property for building or other purposes.

11. The mention in the Particulars of Sale of drainage into existing gullies and drains shall not impose any obligation upon the Vendor to ensure the continued and uninterrupted user of such rights (if any) and shall be subject to the liability of each person making use of the same to contribute a rateable proportion of the expense of the repair renewal or reconstruction or enlargement thereof whenever necessary from the point of his inlet to the outfall.
12. In the event of any question arising as to the boundaries of any Lot or the rights and easements to which any Lot is subject or appertaining to the same the decision of the Auctioneers shall be final and any dispute on such matters arising within six months after completion of the sale of any Lot between the Vendor and any Purchaser or between two or more Purchasers shall be referred to the Arbitration of the Auctioneers or their nominee whose decision shall be final and binding on the parties in dispute and who shall also decide how the cost of such reference shall be borne.
13. The property and each Lot is sold on the footing that the permitted use thereof for the purposes of the Town & Country Planning Act 1947 is the use specified in the Particulars of Sale and without the right to receive any payment made under Part VI of the said Act in respect of the interest sold.
14. The requisitioning of the property or any Lot or the service of any Notice of Requisition or intention to requisition prior to completion of the sale shall not annul this Contract or entitle the Purchaser to any compensation in respect thereof.
15. (Lot 1.) The Vendor will if the Purchaser of Lot 1 so desires not later than 5 years from the date of sale grant to him by Deed to be prepared and executed at the expense of the Purchaser the right to enter upon the neighbouring land of the Vendor being Ordnance No. 66 and construct thereon a septic tank drainage system of a size and in a position to be fixed by the Vendor and to lay thereunder pipes or drains in positions to be indicated by the Vendor to connect the same to the Cottages included in Lot 1 and the right to use such drainage system and pipes for the passage and disposal of water and soil from the said cottages for such period only as no main drainage system shall be constructed in the vicinity by the Local Authority which shall be available for the use of the said cottages. Provided however that the said drainage system shall be constructed and the said pipes and drains laid at a time reasonably convenient to the Vendor's tenants of the land affected thereby and in accordance with plans and specifications approved by the Vendor's Surveyor for the time being and the Local Authority and that the said Deed shall contain such conditions and covenants on the part of the Purchaser as the Vendor shall reasonably require to ensure that the construction and use of such drainage system shall not be a nuisance or annoyance or cause damage to the Vendor his tenants or the neighbourhood and that it shall be removed on the determination of the said right.
16. (Lot 3.) There shall be excepted and reserved to the Vendor and his successors in title in fee simple out of the Conveyance of Lot 3 for the benefit of the Vendor's property abutting upon the West side of Lot 3 a right of way at all times and for all purposes over the land measuring five feet by five feet being the extreme South West corner of Lot 3.

MEMORANDUM OF AGREEMENT.

It is Hereby Agreed that

of

is the Purchaser of Lot described in the accompanying Particulars
from Captain George Henry Lane Fox Pitt-Rivers The Vendor at the
price of £ : : subject to the accompanying
Remarks and Conditions of Sale the sum of £ : :
having been paid to Messrs. Senior & Godwin as a deposit and in part
payment of the Purchase money and that the purchase shall be made and
completed in accordance with the said Conditions of Sale.

As witness the hands of the parties hereto this

day of 1951.

Purchase Money £

Deposit £

6d. Stamp.

Balance £

As Agents for the Vendor we ratify this Sale and as Agents for
the Vendor's Settled Land Act Trustees acknowledge receipt of the
above-mentioned Deposit.

Abstract of Title to be sent to:—