DEDDINGTON,

OXON.

Particulars and Conditions of Sale

OF A VERY COMPACT AND DESIRABLE FREEHOLD

RESIDENCE

DISTINGUISHED AS "THE PRIORY,"

WITH EXCELLENT

STABLING AND OUTPREMISES

ALSO A

Miniature Museum

And FERNERY,

The whole in the occupation of Dr. Saunders,

WILL BE SOLD BY AUCTION, BY MESSRS.

PAXTON AND HOLIDAY

AT THE UNICORN HOTEL, DEDDINGTON,

On Monday, September 3rd, 1900, at 3 for 4 o'clock in the afternoon,

In Two Lots, by direction of A. D. H. Faulkner, Esq.

Particulars and Conditions of Sale may be obtained of George Coggins Esq., Solicitor, Deddington, or of F. D. Holiday and Son, Auctioneers, Valuers and Estate Agents, Bicester, Banbury and Chipping Norton.

PARTICULARS.

LOT 1.

A very compact partly Stone and partly Brick-built and Slated

FREEHOLD RESIDENCE

With Mullioned Windows, distinguished as "THE PRIORY,"

And containing on the Ground Floor Entrance Hall with tesselated tile floor, excellent Dining Room (26ft. x 18ft.) fitted with pair of plate glass sliding shutters and with partly tesselated tile floor, Drawing Room, Surgery, Consulting Room, Kitchen fitted with kitchener and force pump, Pantry fitted with dresser, and a Coal House. On the First Floor, approached by front and back Staircases, are 5 good Bedrooms, 2 Dressing Rooms, Bath Room, W.C., and an excellent Attic or Store Room. On the Top Floor, 2 good Attics.

THE OUTPREMISES

Comprise a Stable Yard with Staffordshire brick floor, and manure hole, with an entrance by a pair of double doors from Hudson's Street, 2 excellent Loose Boxes and 1 Standing, fitted with iron mangers and racks, Harness Room, Coachhouse and large Room over, the whole 45ft. x 16ft., now used as a Loft, but formerly as a Museum, fitted with 2 gasoliers and well ventilated, with small Room adjoining and approached from the stable yard by a covered-in staircase.

At the rear of the house is a Verandah or Cloister, in the Gothic style of architecture, communicating with the house by a pair of coloured glass folding doors, a small but very picturesque Garden, planted with ornamental shrubs and a raised lawn, around which is arranged a rockery and fernery, Potting House, Store House, W.C., force pump, and with a side entrance from New Street.

The Property is in the occupation of Dr. Henry Saunders, on a seven years' lease, expiring October 11th, 1900, at the very low rental of £20 per annum, and was for many years occupied by Charles Duffell Faulkner, Esq., the late owner, who spent a very considerable sum of money in improving and renovating the premises.

The Buildings are in good structural repair, gas is laid on, and the sanitary arrangements are believed to be in good order, the drainage having been recently thoroughly overhauled.

The only Outgoing is a Land Tax, the last payment being 10s. 3d.

The ordinary Tenant's Fixtures are not included in the purchase, and will have to be taken to at valuation in the usual way.

Deddington is a notoriously healthy spot and in an excellent sporting neighbourhood, being within easy reach of the meets of several noted packs of hounds, and also within easy distance by road or rail of the first-class commercial town of Banbury.

LOT 2.

A Gothic Stone-built and Tiled

MINIATURE MUSEUM,

(Situate in Hudson's Street, Deddington, opposite Lot 1),

Fitted with Show Cases and 2 handsome carved Oak Cupboard Fronts, with a small grotto and rockery adjoining, prettily laid out and planted with ferns, is enclosed with an ornamental iron palisade, and having two entrances through massive doors.

N.B.—There is a Right of Water to this Lot free of charge by a side draught from a well on the adjoining property, now in the occupation of and belonging to Mr. John Arthur Holiday.

It could, at a very small outlay, be converted into a Public Reading Room or small Summer Residence, and is let to Dr. Saunders, together with Lot 1.

CONDITIONS OF SALE.

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- 1. The highest bidder for each Lot shall be the Purchaser, and if any dispute shall arise between two or more bidders the Lot in dispute shall be put up again at the last best undisputed bidding. No person shall advance at any bidding less than the sum to be named from time to time by the Auctioneers at the time of sale, and no bidding shall be retracted. The Vendor reserves the right to bid for each Lot by himself or anyone he may appoint, and of at any time withdrawing any Lot from the sale.
- 2. The Purchaser of each Lot shall immediately after the sale pay to the Auctioneers a deposit of £10 per cent. upon the amount of his purchase-money, and sign an Agreement to complete the purchase according to these Conditions.
- 3. The remainder of the purchase-money of each Lot shall be paid, and the purchase shall be completed on the 12th day of October next at the office of Mr. George Coggins, the Vendor's Solicitor, at Deddington, and if from any cause whatever the purchase of any Lot shall not be completed on that day the Purchaser shall pay to the Vendor interest after the rate of £5 per cent. per annum on the remainder of the purchase-money of such Lot from that day until the completion of the purchase. The Purchaser of any Lot shall be entitled to the possession or to the receipt of the rents and profits of the Lot so purchased by him from the said 12th day of October next, all outgoings up to that day being cleared by the Vendor, and, if necessary, shall be apportioned for the purposes of this Condition, and any money payable by or to the Purchaser of either Lot on such apportionment shall be paid with or deducted from the purchase-money at the time of completion.
- 4. The Vendor will within seven days from the day of sale deliver to the Purchaser of each Lot, or his Solicitor, an Abstract of Title, such Title to commence as to Lot 1 with an Indenture of Conveyance dated the 23rd day of December, 1850, and made between John Calcutt of the one part and Charles Duffell Faulkner of the other part, an Indenture of Conveyance dated the 25th day of June, 1861, made between William Sturch and John Sturch of the first part, Charles Faulkner of the second part, and Charles Gipps Prowett of the third part, and as to the other part of Lot 1 (being the stabling and yard and a portion of the garden in the rear, with the premises now used as a surgery and consulting room), the Purchaser of such Lot shall assume that at the time of the death of Charles Faulkner, the grandfather of the Vendor, in the year 1871, he was seized for an estate of inheritance in fee simple in possession of this portion of the premises and also of the hereditaments and premises mentioned in the Indenture of the 25th day of June, 1861, and that the same passed under the general devise of residuary real estate contained in the Will of the said Charles Faulkner, and that his only son, the late Charles Duffell Faulkner, was in the uninterrupted possession thereof from the date of his father's death as aforesaid down to and at the time of his death, which took place on the 21st day of January, 1894, and that at the death of the said C. D. Faulkner the present Vendor became entitled as the only child and heir-at-law of the said Charles Duffell Faulkner; and as to Lot 2 the Title shall commence with an Indenture of Conveyance dated the 11th day of October, 1879, and made between Stephen Hattin of the first part, Thomas Petty of the second part, Charles Duffell Faulkner of the third part and John Arthur Holiday of the fourth part, and the Purchasers of Lots 1 and 2 shall assume, as is the fact, that the Vendor, on the death of his mother, the late Mrs. Elizabeth Tabitha Walls Faulkner, on the 27th day of March, 1899, be
- 5. Such of the Muniments of Title as relate exclusively to any Lot will be delivered to the Purchaser of such Lot, and all other Muniments in the possession of the Vendor will be retained by him and he will (if required) give to the Purchaser of either Lot a statutory acknowledgment of the right to production and delivery of Copies, but without any undertaking for safe custody thereof, to be prepared by and at the expense of the Purchaser.
- 6. The Purchaser of any Lot shall not require any evidence of the identity of the property as described in the Particulars with the property described in the Abstracted Documents other than such as is afforded by a comparison of the descriptions in the Particulars and Documents respectively, and a statutory declaration which will be furnished to him if he requires it, at his own expense, that the property has been held consistently with the Title shown by the Abstract during the last 20 years.
- 7. Each Lot is sold subject to the existing tenancy and to all easements, quit rents, land tax, and other incidents of tenure (if any) affecting the same, and the Purchaser shall bear the expense of stamping any unstamped or insufficiently stamped Deed or Document, if any such should be found.
- 8. The description of the property in the Particulars is believed and shall be deemed to be correct, and no objection shall be made by any Purchaser or compensation claimed on account of an error of description as to measurement or otherwise, should any such be found.
- 9. All objections and requisitions in respect of the Title or the Abstract or Particulars or anything appearing therein respectively, shall be stated in writing and sent to the Vendor's Solicitor within seven days from the receipt of the Abstract, and all objections and requisitions not sent within that time shall be considered to be waived; and for the purpose of any objection or requisition the Abstract shall be deemed perfect if it supplies the information suggesting the same, although otherwise defective. If the Purchaser of either Lot shall make any objection or requisition which the Vendor shall be unable or unwilling to remove or comply with, the Vendor, by his Attorney, shall be at liberty (notwithstanding any intermediate negotiation on the subject of such objection or requisition or attempts to remove or comply with the same), by notice in writing to the Purchaser of such Lot, to rescind the sale, in which case the Purchaser shall receive back the deposit, without interest or costs, and shall return to the Vendor the Abstract of Title and any other papers in his possession belonging to the Vendor, but the Purchaser of such Lot may, within five days after receiving the notice to rescind, withdraw the objection or requisition, in which case the notice to rescind shall be deemed to be withdrawn also.
- 10. Upon payment of the residue of the purchase-money at the time and place aforesaid, the Vendor, by Mr. George Coggins, his attorney, will make and execute to the Purchaser of each Lot a proper assurance of the Property, such assurance to be prepared by and at the expense of the Purchaser and to be left by him for execution by such attorney at the Office aforesaid not less than five days before the day fixed for completion.
- 11. If any Purchaser shall neglect or fail to comply with these Conditions his deposit money 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 deficiency, if any, occasioned by such second sale, together with all charges attending the same, shall immediately after such sale be made good by the defaulter at this present sale, and in case of non-payment of the same the whole shall be recoverable by the Vendor as and for liquidated damages and it shall not be necessary for the Vendor to tender a conveyance.

EDDINGTON

Particulars and Conditions of Sale

OF A VERY COMPACT AND DESIRABLE

FREEHOLD

THE WHOLE IN THE OCCUPATION OF DR. SAUNDERS

Will be Sold by Auction, by Messrs.

Monday, September 3rd, 1900, At Three for Four o'clock in the Afternoon,

At the Unicorn Hotel, Deddington,

In Two Lots, by direction of A. D. H. Faulkner, Esq.

Stabling & Outpremises, DISTINGUISHED AS "THE PRIORY," WITH EXCELLENT

MEMORANDUM OF AGREEMENT.

At the Sale by Auction this

day of

1900

of the Property described in the within Particulars of Sale as Lot

of

in the County of Oxford,

was the highest bidder for

and was declared the Purchaser of the same, at the price of £

and the said

has paid to Mr. Frederick Dean

Holiday, of Bicester, in the County of Oxford, the Auctioneer, the sum of £

by way of Deposit and in part payment of the purchase money, and the Purchaser hereby agrees to complete the purchase according to the within written Conditions, and the said Frederick Dean Holiday, as the Vendor's Agent, hereby confirms the said Sale and acknowledges the receipt of the said Deposit.

Balance to be paid

Deposit Paid

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W. PANKHURST, PRINTER BICESTER.

GEORGE COGGINS, SOLICITOR,

Purchase Money