

1896.

.....
* CHESHIRE. *

FREEHOLD PROPERTY

AT

Oldcastle, near Malpas.

CHURTON, ELPHICK, ROBERTS & RICHARDSON,
Auctioneers,
CHESTER.

R. E. BIRCH, F.S.I.,
Maes Elwy,
ST. ASAPH.

T. A. BECKETT,
Surveyor,
CHESTER.

GRAY & DODSWORTH,
Solicitors,
75, Petergate,
YORK.

OLDCASTLE, NEAR MALPAS, CHESHIRE.

Particulars, Plan and Conditions

OF SALE OF A HIGHLY IMPORTANT

FREEHOLD PROPERTY,

Including several Excellent Farms, Water Corn Mill, Brick Yard, Cottages and Lands, situate at Oldcastle, near Malpas, and about two miles and a half from the Malpas Station, on the Chester and Whitchurch Railway.

MESSRS. CHURTON, ELPHICK & CO.,

HAVE BEEN FAVOURED WITH INSTRUCTIONS,

TO SELL BY AUCTION,

At the GROSVENOR HOTEL, CHESTER,

On SATURDAY, SEPTEMBER 26th, 1896,

At 2 for 3 o'clock p.m. punctually, first as a whole, and if not sold, then in the Lots set forth in these Particulars, or in such other Lots as may be decided upon at the time of Sale, and subject to Conditions, the within-mentioned valuable

FREEHOLD ESTATE

extending in the whole to upwards of 629 Acres.

The above Property which is in excellent order and condition, forms a very compact and desirable Estate in a ring fence, adjoins good roads, and is all let to responsible and improving Tenants.

Mr. Henry Bebbington, Oldcastle, will shew the lots to intending purchasers.

N.B.—These Particulars, with Plans and Conditions of Sale, may be obtained upon application to R. E. BIRCH, Esq., F.S.I., Maes Elwy, St. Asaph; to Messrs. GRAY and DODSWORTH, Solicitors, 75, Petergate, York; to Mr. T. A. BECKETT, Surveyor; or the Auctioneers, Messrs. CHURTON, ELPHICK, ROBERTS and RICHARDSON, both of Chester.

PARTICULARS.

LOT 1.

Two Pieces of LAND,

in the occupation of Mr. Blantern and Mr. H. Bebbington.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
56	Pasture	0	3	23
59	Arable	7	1	6
		8	0	29

LOT 2.

Piece of LAND,

in the occupation of Mr. Blantern.

65	Arable	5	1	32
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LOT 3.

Two COTTAGES,

with Shippon, Piggeries, Garden and Land,

in the occupation of John Jones and Ellis Hall.

70	Pasture	1	0	36
72	"	0	1	8
73	"	0	3	36
78	Two Cottages, Outbuildings, Gardens, &c.	0	1	35
79	Pasture	0	1	24
80	"	0	2	3
81	"	0	1	15
82	"	0	3	31
84	"	0	3	19
91	"	1	0	3
		7	0	10

LOT 4.**Two COTTAGES,**

with the Outbuildings, comprising Smith's Shop, Shippon,
Stable, Store Room, &c., Garden and Land,

in the occupation of Messrs. H. & E. Bebbington.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
86	Meadow Land	0	0	36
88	" "	0	1	23
89	" "	0	2	32
92	" "	0	3	17
93	" "	0	2	32
94	" "	0	2	39
95	Two Cottages, Outbuildings, Gardens and Paddock	0	2	33
99	Pasture	0	1	29
100	"	0	3	7
101	"	1	3	14
		<u>7</u>	<u>1</u>	<u>22</u>

LOT 5.**COTTAGE, with Garden and Land,**

in the occupation of T Jenkins.

74	Cottage, Out-buildings, Orchard, Garden, &c.	0	1	2
75	Meadow Land	0	3	9
83	" "	0	2	8
85	" "	0	1	33
87	" "	0	2	8
		<u>2</u>	<u>2</u>	<u>20</u>

LOT 6.**Piece of LAND,**

adjoining the High Road, in the occupation of J. Barlow.

96	Garden Land	0	0	26
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LOT 7.

Valuable FARM,

Known as "OLDCASTLE FARM,"

in the occupation of Mr. Blantern.

The House contains—Entrance Hall, Dining, Drawing and Breakfast Rooms, Kitchen, Scullery, Press House, 2 Pantries, Milk House, Churn House, Cheese Room, 8 Bedrooms and Man Servant's Room, with Cellars in basement.

The Out-buildings comprise—Shippons with tying for 37 Cows, Calf Cotes, Cart and Hack Stables, Coach House, Barn with 2 Bays, New Detached Cart Shed, Large Piggery and 4 Single ditto, &c.

Also **Cottage and Garden**, occupied by Richard Jenkin.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
37	Inclosure	0	1	17
41	"	5	3	17
45	"	0	3	21
55	"	4	0	15
52	"	23	0	31
53	"	7	1	22
58	"	6	1	39
66	Wood	0	2	32
69	Inclosure	8	0	35
70	"	5	2	24
71	Wood	4	0	7
97	Cottage, Garden, &c.	0	2	3
98	Inclosure	5	3	36
102	"	8	0	7
103	"	2	0	36
104	"	0	2	3
105	"	3	0	22
106	"	5	1	19
107	Farm House, Out-buildings, Gardens. Yard, &c.	0	3	20
108	Inclosure	0	1	37
109	"	1	2	15
110	Inclosure	5	1	31
111	"	5	2	35
112	"	13	2	24
114	"	4	3	20
115	"	9	0	2
117	"	0	2	28
135	"	3	3	36
201	"	5	0	36
217	"	0	1	39
		144	2	29

This Lot is sold subject to a Rent Charge of £40 per annum, payable to the Trustees of the Almshouses and School at Calverhall.

LOT 8. Valuable FARM,

adjoining Lot 7, in the occupation of Mr. J. Arthern.

The House contains—Sitting Room, Kitchen, House Place, Milk House, Pantry, Cheese Room, Four Bedrooms and Servant's Room, Cellar in basement, Bakehouse, &c.

The Outbuildings comprise Shippens with tying for 21 Cows, Calf Cote. Two Bays, Barn, Granary, Poultry House, Stable, Cart Shed, Implement Shed, Piggery, &c.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
116	Inclosure	7	1	39
134	„	10	1	34
148	„	7	0	8
149	„	3	3	24
150	„	4	1	37
195	„	4	3	28
198	„	6	3	11
202	„	5	0	16
203	„	7	0	7
204	Road	0	1	17
205	Inclosure	0	3	38
206	„	3	0	14
207	Farm House, Outbuildings, Yards, Gardens, &c.	1	3	29
208	Inclosure	6	1	29
214	„	2	2	3
215	„	4	1	11
216	„	1	3	38
218	„	6	2	12
		85	1	35

LOT 9.

OLDCASTLE WATER CORN MILL, DWELLING HOUSE, OUTBUILDINGS AND LAND,

in the occupation of Mr. Edwin Bebbington.

The House contains—Sitting Room, Kitchen, Back Kitchen, Milk House and 5 Bedrooms.

The Outbuildings comprise — Bakehouse, Poultry Pen, Piggery, Stable, with Loft over; Shippens with tying for 10 Cows, Gig House, Cart Shed, &c.

Water Corn Mill, with 2 overshot Water Wheels, 11 ft. diameter, 3 pairs of Stones with fittings.

62	Mill; Stream and Land, &c.	0	2	33
63	Wood	0	2	15
64	Inclosure	6	3	13
65	„	1	0	20
67	Mill Race	0	2	20
68	Inclosure	2	1	7
209	„	2	0	1
210	House, Gardens, Outbuildings	1	0	30
211	Inclosure	1	0	35
212	„	0	0	31
213	„	0	0	4
219	„	1	2	31
		18	2	1

LOT 10.

Valuable FARM,

Known as "DOG LANE FARM,"

in the occupation of Mr. Charles Richards.

The House contains—2 Sitting Rooms, Kitchen, Pantry, Dairy, Press House, Boiler House, Cheese Room and 6 Bedrooms with Cellar in basement.

The Outbuildings comprise—Shippons with tying for 30 cows, Stable, Cart Shed, Gig House, 3 Loose Boxes, Granary, Barn, Piggeries, Poultry House, &c.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
24	Inclosure	10	3	39
25 } 39 }	(Part of)	5	3	23
26	House, Outbuildings, Garden	1	1	3
27	Inclosure	4	0	32
28	"	7	2	36
29	"	6	1	35
30	"	4	2	12
32	"	6	3	11
33	"	3	2	12
40	"	2	1	29
46 } 47 } 39 }	(Part of)	6	3	36
48	Inclosure	5	3	37
49	"	5	1	26
50	"	12	3	23
51	"	8	1	31
127	"	8	1	15
130	"	1	1	4
		103	1	4

This Lot is sold subject to a Rent Charge of £10 per annum, payable to the Trustees of the Almshouses and School at Calverhall.

LOT 11.

Valuable FARM,

Known as "The GREAVES FARM,"

in the occupation of Mr. R. Richards.

The House contains Dining and Drawing Rooms, Kitchen, Milk House, Press House, Pantry, Cheese Room, 5 Bed Rooms, and Men's Room.

The Outbuildings comprise Shippon, with tying for 40 Cows; Cart and Hack Stables, 4 Loose Boxes, Coach House, Granary, Barn, Bay, Calf Cote, Range of Piggeries, &c.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
42	Inclosure	9	2	20
43	"	5	3	9
44	"	5	0	6
45	"	3	1	36
118	"	8	1	7
119	"	5	1	9
120	"	9	0	3
121	"	4	3	2
122	"	6	0	31
123	"	4	2	17
138	"	11	1	35
138A	"	0	0	13
139	"	9	0	30
140	Road	0	3	29
154	Wood	10	2	13
155	Inclosure	10	3	27
156	"	0	2	17
157	"	0	1	3
158	"	4	3	1
159	"	6	1	24
160	Wood	0	0	23
161	Inclosure	0	3	1
162	Farm House, Outbuildings, Yards, Gardens, &c.	0	2	13
163	Inclosure	7	1	37
164	"	8	3	37
165	Wood (part of)	3	2	30
		<u>138</u>	<u>3</u>	<u>33</u>

This Lot is sold subject to a Rent charge of £21 per annum, payable to the perpetual Curate of Calverhall.

LOT 12.

Five Pieces of PASTURE LAND,

in the occupation of Mrs. Digby.

136	Inclosure	0	3	37
137	"	0	3	38
151	"	1	0	26
152	"	1	1	10
152	"	1	3	29
		<u>6</u>	<u>1</u>	<u>20</u>

LOT 13.

Valuable FARM,

Known as "TOPWOOD FARM,"

in the occupation of Mr. William Harris.

The House contains 2 Sitting Rooms, Kitchen, Back Kitchen, Dairy, Milk House, Cheese Room, Bake House, Salting House, 4 Bed Rooms, and Cellar in basement.

The Out-buildings comprise Shippens with tying for 32 Cows, Stable, Barn, Bay, Piggery, Poultry House, Cart Shed, Calf Cote, &c.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
2	Inclosure	2	0	37
3	"	0	2	26
4	"	1	0	14
5	"	4	0	30
6	"	4	0	13
7	"	3	0	36
8	"	6	0	30
9	"	4	2	14
10	"	0	0	32
11	"	0	1	39
12	"	0	1	9
13	Wood	0	2	5
14	Inclosure	16	1	32
15	"	5	2	35
16	"	5	1	35
20	"	1	3	1
21	"	4	3	6
22	"	7	3	35
34	"	4	3	5
35	Wood	1	0	8
36	Pond	0	0	23
37	Inclosure	4	3	34
38	"	12	3	38
		<u>93</u>	<u>3</u>	<u>17</u>

LOT 14.

COTTAGE,

in the occupation of Mr. Edward Taylor.

The Outbuildings comprise—Shippon, Calf Cote, Gig House, Hay Bin and Loft, Piggery, &c.

132	Inclosure	0	3	0
133	Cottage, Out Houses, Garden, &c.	0	1	27
134	Inclosure	0	3	22
146	"	0	3	28
		<u>2</u>	<u>3</u>	<u>37</u>

LOT 15.

BRICK YARD, with Old COTTAGE,

in the occupation of Mr. E. Broad,

with the Valuable Bed of Clay, and the Trade Plant, comprising
Pug Mill, Pipe Machine, with Dies for same, and Gearing.

No. on Ordnance Map.	DESCRIPTION.	A.	R.	P.
17	Land...	1	1	35
18	„ ...	1	3	12
19	„ ...	1	0	22
		<u>4</u>	<u>1</u>	<u>29</u>

S U M M A R Y .

Lot.	A.	R.	P.
1	8	2	29
2	5	1	32
3	7	0	10
4	7	1	22
5	2	2	20
6	0	0	26
7	144	2	26
8	85	1	35
9	18	2	1
10	103	1	4
11	138	3	33
12	6	1	20
13	93	3	17
14	2	3	37
15	4	1	29
	<u>629</u>	<u>1</u>	<u>26</u>

OLDCASTLE ESTATE.

CONDITIONS OF SALE.

- 1.—The property is sold subject to a reserved price and the Vendor reserves the right to bid. So subject, the highest bidder shall be the purchaser, and if any dispute shall arise between two or more bidders the property shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than the sum which shall be fixed by the Auctioneer at the time of sale and no bidding shall be retracted.
- 2.—The purchaser shall immediately after the sale pay to Messrs. Gray and Dodsworth the Vendor's Solicitors a deposit of £10 per centum upon the amount of his purchase money and sign an agreement in the form annexed to these conditions to complete the purchase in accordance therewith.
- 3.—The remainder of the purchase money shall be paid and the purchase shall be completed on the 25th day of March next at the Offices of Messrs. Gray and Dodsworth situate at York and if from any cause whatever the purchase shall not be completed on that day, the purchaser shall pay to the Vendor interest after the rate of £4 per centum per annum on the remainder of the purchase money from that day until the completion of the purchase. The purchaser shall be entitled to the possession or the receipt of the rents and profits on completion, all outgoings up to that day being cleared by the Vendor. All current rates and outgoings shall be apportioned for the purpose of this condition, and any money payable by or to the purchaser on such apportionment shall be paid with or deducted from the purchase money at the time of completion.
- 4.—The title as to the whole estate shall commence with an Indenture dated the 30th day of June, 1863, and made between John Whitehall Dod and Anne Caroline his wife of the one part and Whitehall Dod of the other part being the Conveyance to the said Whitehall Dod (amongst other hereditaments) of the Oldcastle Estate.
- 5.—The said Conveyance to Whitehall Dod is made subject to the estates of the children or child (if any) of the said John Whitehall Dod and Anne Caroline his wife and it is recited therein that there had never been any issue and there was then no probability of there being any issue of the marriage. No other evidence shall be required of the deaths of John William Dod and Anne Caroline his wife without children than a declaration to be obtained (if required) at the expense of the Purchaser.
- 6.—The whole of the property comprised in the particulars is subject to three perpetual annual rent-charges of £40 £21 and £10 respectively—Lot 7 being sold subject to the said rent-charge of £40 payable to the trustees of the Almshouses at Calverball—Lot 11 subject to the said rent-charge of £21 payable to the perpetual Curate of Calverball aforesaid and Lot 10 subject to the said rent-charge of £10 payable to the Trustees of the School at Calverball aforesaid. As between each such lot respectively and the remainder of the property comprised in the particulars—such lot shall be held charged with the whole of the annual payment to which the same is sold subject as aforesaid in exoneration of the remainder of the property, and the purchasers of the remaining lots shall not require a special release of the property purchased by them from the said rent-charges or any of them. The purchasers of each of the said lots so sold subject to the said rent-charges as aforesaid shall enter into a covenant with the Vendor for the payment of the said rent-charges respectively and to indemnify him and his assigns and the purchasers of the remaining lots and their assigns respectively against the same. If any of the lots shall not be sold the Vendor shall for the purpose of this Condition stand in the place of the purchaser of such lot or lots respectively.

- 7.—The property offered for sale is with other property subject to an annual rent charge of Four hundred pounds payable to a lady who is now aged seventy nine years. The Purchaser shall not require the concurrence of the annuitant in the conveyance to him or make any objection on account of the existence of the said annuity but shall be satisfied with the security afforded by the rest of the property charged with the said annuity and the personal covenant of the vendor to indemnify him against the same.
- 8.—The Purchaser shall not require any evidence of the identity of the property as described in the particulars or the Plan with the property described in the abstracted documents other than such as is afforded by a comparison of the descriptions in the Particulars or Plan and the documents respectively and a statutory declaration which will be furnished him, if he requires it, at his own expense that the property is now in the possession of the Vendor and has been held consistently with the title shewn from 1884.
- 9.—The property is sold subject to all existing tenancies and to all easements affecting the same particularly as regards a portion thereof to an easement over the same for the purposes of the Liverpool Corporation Waterworks Act 1880 and, as regards the same portion to the right of the Mayor Aldermen and Citizens of the City of Liverpool by virtue of an Agreement for a yearly tenancy to erect eighteen poles for the purposes of a system of telephones, with all necessary overhead wires. In respect of the latter easement, an annual rent of Two pounds five shillings is payable and this shall be apportioned (if necessary) amongst the owners of the land affected thereby.
- 10.—The Purchasers of the several Lots shall have the rights of way at present existing over any other Lot or Lots to and from the main roads so far as the Vendor can grant the same, and all Lots will be sold subject to such rights.
- 11.—The description of the property in the Particulars is believed and shall be taken to be correct and no objection shall be made or compensation claimed on account of any slight error of description as to quantity or otherwise should any such be found. If any other error or omission in the Particulars shall be discovered before the completion of the purchase such as in the absence of this Condition would entitle either party to relief compensation shall be allowed in respect thereof to or by the Purchaser as the case may require the amount to be settled in case of difference by two referees one to be appointed by each party or by an umpire to be appointed by the two referees before they proceed in the reference. But this condition is without prejudice to the right of the Vendor to rescind under the next condition.
- 12.—All objections and requisitions in respect of the title or the Abstract or particulars or anything appearing therein shall be stated in writing and sent to the Vendor's Solicitors within 14 days from the receipt of the Abstract and all requisitions not sent in 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 any objection or requisition shall be made and insisted on which the Vendor be unable or unwilling to remove or comply with the Vendor 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 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 may within 7 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.
- 13.—Upon payment of the residue of the purchase money at the time and place aforesaid the Vendor will make and execute to the Purchaser 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 at the office aforesaid not less than 7 days before the said sixth day of April and the getting in of all outstanding estates terms and interests (if any) shall be at the expense of the Purchaser the Purchaser shall be entitled as from the day of sale to the benefit of the existing insurance of the property against loss or damage by fire and the Vendor shall be deemed a trustee of such insurance for the Purchaser accordingly. The Vendor shall be under no obligation to renew the insurance at the end of the current year but if he does so the Purchaser shall on completion repay to him the premium paid for such renewal.

OLDCASTLE, NEAR MALPAS,

❖ **CHESHIRE.** ❖

PARTICULARS, PLAN AND CONDITIONS

OF SALE OF VALUABLE

FREEHOLD PROPERTY

KNOWN AS

THE "OLDCASTLE ESTATE,"

TO BE SOLD BY AUCTION BY

Messrs. CHURTON, ELPHICK & CO.

AT THE GROSVENOR HOTEL, CHESTER,

On SATURDAY, September 26th, 1896,

At 2 for 3 o'clock p.m. punctually.

GRAY & DODSWORTH,

Solicitors,

75, *Petergate,*

YORK.

*Drawn
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