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With Vacant Possession of Lots 1 and 2.

Delightful Old World

Cottage Properties

with Land and Outbuildings

in the favourite Village of

**WHITELEAF,
PRINCES RISBOROUGH**

Auction on Saturday, November 6th, 1948
at 2.30 o'clock.

Vendor's Solicitors:
Messrs. BARTLETT & SON,
Marldon Chambers,
30, North John Street,
Liverpool, 2.

Auctioneers:
Messrs.
R. E. GOSSLING & REDWAY,
Market Place,
Princes Risborough, Bucks;
and Chinnor, Oxon.

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By Instructions from J. C. Taylor, Esq. (Whiteleaf House having now been sold).



Aerial View (Lot I lower left quarter).

Particulars of Sale

Of DELIGHTFUL LITTLE PROPERTIES at

Whiteleaf, near Princes Risborough, Bucks

Situate in the picturesque old-world Village of Whiteleaf, some 500 feet above sea level on the Western slope of a spur of the lovely Chiltern Hills and adjoining the well-known landmark—Whiteleaf Cross.

The properties stand about a quarter of a mile from and above the main Princes Risborough—Aylesbury Road (A.4010) with its frequent 'Bus service to Aylesbury (7 miles) and High Wycombe (9½ miles). 2 miles to Princes Risborough junction station with its main line services to Paddington and Marylebone, the Midlands and the North, with branches to Thame (8 miles), Oxford (22 miles), Aylesbury and Watlington, London (40 miles).

A few minutes walk from the Whiteleaf and 3 miles from the Ellesborough Golf Courses.

Hunting with the Old Berkeley, Whaddon Chase, South Oxon, etc.

LOT 1.

THE VERY ATTRACTIVE, OLD-WORLD, DETACHED

Cottage Residence

substantially built in brick, partly faced in cream rendering, with tiled roof and old-fashioned iron framed and leaded windows, in an excellent state of repair, in fully protected surroundings commanding excellent views.

The ACCOMMODATION comprises:—

- Entrance Hall with tiled floor and under-stairs cupboard.
- Lounge, 13ft. x 12ft. 10in., plus square bay, with brick fireplace and deep cupboard.
- Dining Room, 11ft. 3in. x 10ft., with fireplace fitted with radiator, pair of dwarf cupboards and a serving hatch.
- Living Room of irregular shape, about 18ft. 6in. x 10ft., with tiled floor, Servall combination stove, Larder cupboard with slate shelves.
- Kitchen, approximately 11ft. x 13ft. 4in., with tiled floor and fitted Ideal Domestic No. 6.D., "Main" Gas Cooker, sink with teak draining boards, "Ascot" water heater, and heated cupboards.
- Back Porch and Coal-store.

On the **First Floor** are—

- Landing.
- Bedroom, 13ft. 6in. x 13ft. 3in., with fireplace, radiator, cupboard and hanging fitment.
- Bedroom, 11ft. x 11ft., with wardrobe cupboard.
- Bedroom, 12ft. 6in. x 11ft. 3in., with hob grate, radiator, wash-basin and wardrobe cupboard.
- Bathroom, with half tiled walls, and fitted bath, basin, W.C., and "Main" gas geyser.

Main Water, Electricity, Gas and Sewer are connected.

Telephone (Princes Risborough 140) is at present installed.

Immediately adjoining the House is a small garden and a piece of Paddock Land studded with Yew, fruit and other trees, in which is a timber built and slated wood-shed, all backing on to the Whiteleaf House grounds.

Opposite is a Paddock and the following Buildings:—

- Brick built and tiled Double GARAGE, 25ft. x 16ft. 3in., with 2 entrances.
- A covered Yard surrounded by a range of old farm buildings.
- 3 LOOSE BOXES built in timber and iron, with walls and ceiling lined in matchboard.
- Vegetable store and poultry houses.

The whole Lot having an area of about

1 ACRE 3 ROODS 0 POLES

Rateable Value of the House £25. (Current half-year's Rates £9 17s. 1d.).

Water Rate £1 8s. 0d. half year.

C.560.

LOT 2.

THE PRETTY SEMI-DETACHED

Brick, Flint and Thatched Cottage

adjoining Wood Cottage, and containing:—

Sitting Room, 17ft. x 9ft., with tiled floor and portable range.

Kitchen, 11ft. 6in. x 8ft. 6in., with brick floor and fitted sink, gas cooker and portable copper.

2 Bedrooms above, one with fireplace.

Outside is a timber and iron built Woodshed and W.C., and a timber and asbestos garden shed.

Main Water, Drainage, Electricity and Gas are connected.

At the side of the Cottage is a small Garden and in the rear is a useful piece of Meadowland with spinneys, Orchard and a short frontage to Holloway, also a vegetable garden, fronting on the village road, on which are a timber and iron built Barn on brick foundations, 35ft. x 16ft., divided into a double garage and a store, and several well grown trees, in all about

2 ACRES 1 ROOD 27 POLES

Rateable Value of the Cottage £7. (Current half-year's Rates £2 8s. 2d.).

Water Rate, 8/10d. half-year.

C.532.

LOT 3.

A BLOCK OF BRICK AND THATCHED

Picturesque Cottages

standing on a bank overlooking Holloway and known as

"Highrood" and "Melita"

Highrood is at present divided into two cottages, the one part having Sitting Room, Kitchen, Back Lobby and 2 Bedrooms with fireplaces, and a pail closet, let to Mr. Buckle at 5/6 per week; the other part having 2 large rooms and kitchenette downstairs, Bedroom above and a W.C., let to Mr. Legge at 15/6 per week.

Melita has Entrance, Sitting Room, Kitchen, 3 Bedrooms and a W.C.; let to Mr. Lucas at 9/- per week.

Main Water, Drainage and Electricity are connected to each.

Small front and back Gardens, beyond which is a hillside meadow (subject to certain private rights of way and wayleaves), in all about

THREE QUARTERS OF AN ACRE

These Cottages are let on weekly tenancies and produce

per **£78** annum

The Landlord paying Rates.

Rateable Values £19. (Current half-year's rates £6 10s. 7d.).

Water Rate, £1 14s. 0d. half-year.

NOTES.

The Benefit of any Claims for Compensation under the Town and Country Planning Act, 1947, will be passed to the respective purchasers.

Schedule 'A' and Schedule 'B' Assessments and Land Tax payments will be apportioned before the date of Completion of Purchases.

No Tithe Redemption Annuities have been paid or demanded.

Messrs. R. E. GOSSLING & REDWAY

Will Sell these delightful Freehold Properties by Auction

At the Institute, Princes Risborough

On SATURDAY, NOVEMBER 6th, 1948

at 2.30 o'clock (unless previously sold).

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30, North John Street,
Liverpool, 2.

Auctioneers' Offices:
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Memorandum

AGREEMENT made the _____ day of _____ 1948
between Joseph Charlton Taylor of Tithe Barn, Neston, Cheshire, Cotton
Merchant, the Vendor of the one part, and _____
_____ the Purchaser of the other part.

Whereby it is witnessed that the said _____
_____ is the Purchaser of the
property described (as lot _____) in the within Particulars at the price of _____
subject to the within General and Special
Conditions of Sale
and the Vendor and Purchaser do on their respective parts agree to complete
the sale and purchase according to the said conditions.

AS WITNESS the hand of the parties

Special Conditions of Sale

1. The properties are offered subject to the following Special Conditions of Sale, which shall be deemed to incorporate the General Conditions of Sale of the Liverpool Law Society. The Special Conditions of Sale shall be construed together with the General Conditions of Sale, and if there be any variance or inconsistency between the provisions of the Special and General Conditions, the provisions of the Special Conditions shall prevail.

2. The purchases shall be completed on the 21st day of December 1948 at the office of Messrs. Bartlett and Son, the Vendor's Solicitors, situate at 30 North John Street, Liverpool.

3. Objections to and Requisitions on the title and in respect of all matters appearing in the Abstract, Particulars or Conditions, shall be delivered at or sent by post to the office of the Vendor's Solicitors, within ten days from the delivery of the Abstract, and all further objections and requisitions arising out of the replies to any formal requisitions shall be sent within seven days from the delivery of such replies.

4. The Vendor is selling as Beneficial Owner.

5. Vacant possession of the property contracted to be sold will be given to the Purchaser on completion, with the following exceptions:—

Lot 3. The cottages Highrood and Melita are sold subject to the existing tenancies, which are as follows:—

James Buckle	5/6d. per week.
Benjamin Legge	15/6d. per week.
Thomas Lucas	9/- d. per week.

6. The benefit of any claim for loss of development value is included in the sale and the Vendor will take all necessary steps to transfer such claim to the Purchaser.

Conditions of Sale Applicable to Individual Lots

LOT 1.

FIRST ALL THAT messuage or dwellinghouse known as Whiteleaf Cottage with the outbuildings orchard and appurtenances thereto belonging situate on the east side of the Upper Icknield Way at Whiteleaf in the Parish of Monks Risborough in the County of Buckingham.

AND SECONDLY ALL THAT piece of garden ground with the shed erected thereon situate on the west side of the Upper Icknield Way at Whiteleaf aforesaid all which said premises are with their boundaries and abuttals more particularly delineated on a plan drawn on a Conveyance dated the 21st February 1927 and made between James Covey Williams of the one part and Maud Taylor

of the other part and thereon distinguished by the colours green and blue TOGETHER with the full and free passage and running of water from the well and pumping station situate on or under the neighbouring hereditaments shewn and marked on the said plan to the reservoir also marked on the said plan and thence to the hereditaments hereby contracted to be sold through the means or pipes laid from the said well and pumping station to the said reservoir and thence to the hereditaments hereby contracted to be sold as indicated on the said plan for the purpose of conveying water from the said well to the dwellinghouse aforesaid or in every dwellinghouse or dwellinghouses now erected or hereafter to be erected on the hereditaments hereby contracted or on parts or part thereof AND TOGETHER ALSO with the benefit of a covenant by the owner or owners for the time being of the hereditaments forming the site of the said well and reservoir at all times for ever thereafter for his and their own expense if so required by the owner or owners for the time being of the premises hereby contracted to be sold to supply water unless prevented by unavoidable circumstances for domestic purposes only to the hereditaments hereby contracted to be sold from the said well and reservoir at a cost not exceeding 20% of the rateable value of any dwellinghouse using the same whether then erected or hereafter to be erected on the hereditaments hereby conveyed.

AND THIRDLY ALL THAT paddock with the buildings thereon erected situate on the west and northerly sides of the piece of garden ground secondly before described and on the west side of the Upper Icknield Way aforesaid which said piece of land is delineated on the plan attached hereto and thereon coloured pink.

The tenure is freehold and the property first and secondly described is sold subject to the right reserved by an Indenture dated the 31st December 1919 and made between Mary Guinevere Davies Way of the first part George Macdonald Brown of the second part William Joseph Ennever of the third part and Mary Walker Etherington of the fourth part to the said William Joseph Ennever (the then owner of the site of the well and pumping station) his heirs and assigns to enter upon the said hereditaments with materials workmen and others at all times to open up examine repair and renew the aforesaid mains or pipes and connections therewith making good any damage done thereby and subject to the covenants in that same Indenture contained by the said Mary Walker Etherington to prevent damage or interference in any way with the said water supply and not to lay or allow to be laid any sewer or gas pipe over or within fifteen feet on either side thereof.

The Vendor is selling as Beneficial Owner.

The Title to the property shall commence with as to the property first and secondly described the said Indenture dated the 31st December 1919 and as to the property thirdly described an Indenture dated the 29th September 1922 and made between the said William Joseph Ennever of the one part and Lillie Edwardina Renison of the other part.

LOT 2.

FIRST ALL THAT piece of land situate at Whiteleaf in the Parish of Monks Risborough in the County of Buckingham being on the south side of and having a frontage of seventy-six feet or thereabouts to the high road known as Holloway which said piece of land is delineated by way of identification only on the plan attached hereto and thereon coloured pink.

AND SECONDLY ALL THAT piece of land adjoining the piece of land first described and having a frontage to the Icknield Whiteleaf aforesaid TOGETHER with the semi-detached cottage erected thereon which said piece of land and premises are shewn by way of identification only on the plan attached hereto and thereon coloured blue.

AND THIRDLY ALL THAT piece of land containing thirty-eight perches or thereabouts situate on the west side of and having a frontage to the Upper Icknield Way at Whiteleaf aforesaid TOGETHER with the barn standing on part thereof all which said premises are for the purpose of identification only delineated on the plan drawn thereon and thereon coloured yellow.

The tenure is freehold.

The Vendor is selling as Beneficial Owner.

The Title to the property shall commence with as to the property first described the Mortgage dated the 2nd November 1923 and made between Edward Frank Wise of the one part and Mary Borton Robins of the other part and as to the property secondly described an Indenture of Conveyance dated the 30th March 1920 and made between Thomas Werner Laurie of the one part and James Joseph Mallon of the other part and as to the property thirdly described an Indenture of Conveyance dated the 7th February 1922 and made between Mary Walker Etherington of the one part and James Covey Williams of the other part.

LOT 3.

ALL THAT piece or parcel of land situate at Whiteleaf in the Parish of Monks Risborough in the County of Buckingham TOGETHER with the two cottages and outbuildings erected thereon or on some part thereof known as Highrood and Melita which said hereditaments and premises are delineated for the purpose of identification only on the plan attached hereto and thereon coloured pink TOGETHER with the benefit of a covenant (so far as the same is now effective) by William Joseph Ennever to supply water for domestic purposes only for (inter alia) the premises hereby contracted to be sold or any dwellinghouse to be hereafter erected on the said piece of land contained in an Indenture dated the 31st December 1919 made between Mary Guinevere Davies Way of the first part George MacDonald Brown of the second part the said William Joseph Ennever of the third part and Augusta Ann Finlay of the fourth part.

The tenure is freehold and the property sold subject to :—

1. A covenant by the said Augusta Ann Finlay contained in the said Conveyance dated 31st December 1919 not to damage or interfere with the said water supply and for entry thereto.
2. The rights of way over the land as now enjoyed by the owner and occupiers of adjoining cottages known as Field Cottage and Pipers Loft.
3. The existing tenancies.

The Vendor is selling as Beneficial Owner.

The Title shall commence with the said Conveyance dated the 31st December 1919.

Remarks and Stipulations

1. The acreages shown in the respective Lots are approximate only and all Lots are sold subject to this clause.

2. All fixtures which are the property of the Vendor are included in the sale but all fixtures which are the property of tenants are excluded.

3. Water Supply: There is a well and pumping station on land retained by the Vendor. From this well water is pumped to a reservoir situate on Lot 1, and from the reservoir it is distributed to (inter alia) Whiteleaf Cottage, Field Cottage, Bryony, Highroad and Melita. The owner of Lot 1 is bound by covenants to supply water, for domestic purposes, to the properties mentioned at a cost not exceeding 20% of the rateable value of the house using the supply. The owners of these houses have covenanted not to lay or allow to be laid any sewer drain or gas pipe over or within fifteen feet of the water supply and to prevent damage to or interfere therewith. The owner of Lot 1 has a right to enter upon the properties supplied with materials workmen and others, to examine, repair or renew the pipe line and connections, making good any damage.

By a Lease dated the 24th June 1922 made between William Joseph Ennever of the one part and Corneleus Stevens and others of the other part the responsibility for supplying water to the said properties was assumed by the said Corneleus Stevens and others, and this responsibility has now been assumed by the Rural Districts Water Company, which continues to operate the well and pumping station on land retained by the Vendor and which enjoys the benefit of the Lease of the site of the reservoir for 500 years from the 24th June 1922.

4. Each Lot is sold subject to any outgoing, whether mentioned in these Particulars or not, and to all rights of way, water, drainage or other easements, and to all existing tenancies.