**By Direction of "Suburban and County Shops Trust, Ltd."**

# STOW-ON-THE-WOLD

Northleach, 9 miles. Gloucester, 25 miles. Cheltenham, 20 miles. Cirencester, 19 miles.

**SALE BY AUCTION IN EIGHT LOTS**

# Maugersbury Manor & Grounds

## The Stable Yard; The Kitchen Garden; The Lodge; A Pair of Cottages; Valuable Accommodation Land of about 102 Acres (or thereabouts)

which will be offered BY AUCTION (unless privately sold)

at

The Redesdale Arms Hotel, Moreton-in-Marsh

on

Friday, September 19th, 1947

**at 3 p.m.**

*by*

# Messrs. JACKSON STOPS

*Solicitors*: Messrs. CHURCHILL CLAPHAM & CO., 1 Broad Street Place, London, E.C.2. (Tel. London Wall 3031).

*Auctioneers*: Messrs. JACKSON STOPS, Castle Street, Cirencester (Tel. 334/5), also at London, Northampton, Leeds, Yeovil, Chichester, Chester and Newmarket.

# Notes and General Remarks

1. **Inspection.** Inspection may be made at any time, the Manor House being open. The tenants of the Cottages and Lodge will admit to view on production of these particulars.

2. **Tenure.** The Property is Freehold.

3. **Timber.** See Special Conditions of Sale, Clause 18.

4. **Fixtures.** All such fixtures and fittings, the property of the Vendor are included.

5. **Boundaries.** Each Purchaser shall be deemed to have knowledge of the various Lots and the boundaries thereof, but if any dispute arise between the Vendors and any Purchaser or between Purchasers, as to the decided ownership or position of any boundary of any Lot, the matter in dispute shall be referred to the arbitration of Mr. Graham Perry, F.A.I., M.R., San.I., of Messrs. Jackson Stops, the Auctioneers, whose decision shall be conclusive and binding on all parties and whose costs shall be paid as he may decide.

6. **Outgoings.** The property is believed to be free of Land Tax and Tithe Redemption Annuity.

8. **Plan.** A Plan and Schedule are based upon the Ordnance Survey 1921 edition, and are for reference only both as regards Particulars and Conveyances to Purchasers. They have been carefully revised and are believed to be correct and the various Lots being open to inspection, each Purchaser shall be deemed to have satisfied himself that the within descriptions sufficiently describe the several Lots.

9. **Notices and Orders.** All notices and orders which are or may be served by Public Authority, affecting the whole or part of the Property, shall be complied with by the Purchaser.

10. **Mode of Offering.** The property will be offered as lotted, but the right is reserved to the Auctioneers to sell any lot prior to the Auction, to withdraw any lot, amalgamate or alter the order of offering any lot.

11. **Town Planning, Ribbon Development and Local Searches.** The property is (notwithstanding any contrary suggestion in these particulars), sold subject to any Town Planning Resolution or Scheme or any prescribed Street Improvement Line or Building Line, which may be or which may come to be in force ; also to the Restriction of Ribbon Development Act 1935, and other Acts or Bye-laws affecting the Properties, including the Town and Country Planning Acts (if any) and without any obligation on the part of the Vendor to disclose same.

12. **Water.** See Special Conditions of Sale, Clause 9.

13. In the case of any inconsistency or variation between the Remarks and Stipulations and the Special Conditions of Sale, the latter shall prevail.

## BOUNDARIES.

The Purchaser of Lot 3 will be required to build at his own expense, in good substantial stone work, a wall which blocks up the existing entrance on the North side of that lot and the wall between it and Lot 2.

The unfenced boundary on the South side of Lot 2 will be fenced with three-strand barbed wire by the adjoining Owner.

# Maugersbury Manor Estate

## STOW-ON-THE-WOLD

## Gloucestershire

Situated North West of the Village of Maugersbury, almost in the centre of Stow-on-the-Wold, this valuable property lies in an excellent position for developments of various kinds and is extremely well-roaded.

**LOT 1**

*(Coloured Purple on Plan)*

# The Lodge

Situated at the entrance gates of the Estate, comprising a well built stone and slated house with :—

**Living Room ; Kitchen and Back Kitchen ; Three Bedrooms over.**

Main water is connected and electricity is supplied at present by the "Suburban and County Shops Trust. Ltd." from a plant which they retain in their possession. (See Conditions of Sale, No. 14).

The house is at present on a service occupation and is sold with **Vacant Possession on Completion.**

**Timber Valuation.** 3 trees on this Lot valued at £5 0 0 (unmarked).

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Acreage* |
|---|---|---|
| | **Parish of Maugersbury** | |
| Pt. 85 a. | Lodge and Garden ... ... ... | .125 est. |

**LOT 2**

*(Coloured Red on Plan).*

**(With Vacant Possession).**

# Maugersbury Manor

A large stone built mansion under a stone tiled roof, in the Jacobean style, comprising :
**Entrance Hall ; Inner Hall ; Dining Room**—17ft. x 11ft. 4in
**Drawing Room,** 21ft. 10in. x 16ft. 6in.
**Small Study.**
**Domestic Offices :** consisting of Butler's Pantry ; Kitchen ; Servant's Hall ; Housekeeper's Room ; Store Room ; Wine Cellar ; Bathroom ; Three deep cellars below.

*ON THE FIRST FLOOR :*

**Two Bedrooms,** measuring 22ft. 4in. x 16ft. 9in. ; 25ft. 8in. x 20ft. 3in.
**Seven smaller Bedrooms.**
**One Bathroom.**

*ON THE SECOND FLOOR are*

**Eight Bedrooms.**

# The Grounds

are well-wooded and surround the house on the North-East and West sides in accordance with the following

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Acreage* |
|---|---|---|
| | **Parish of Maugersbury** | |
| Pt. 79 | Manor House and Grounds ... ... | 4.550 est. |

**Note :** Company's Water and Electricty are connected. Cesspool drainage.

**Timber Valuation.** 36 trees on this Lot valued at £164 11 3, Trees No. 1 to 36.

---

**LOT 3**

*(Coloured Brown on Plan)*

**(With Vacant Possession)**

# Garage and Stable Block and Stable Yard

The Stable Yard and Garage and Stable Block are approached by double carriage doors and are very substantially constructed of stone with slated roofs and comprise :—
**Three Loose Boxes** with boarded ceilings.
**Store Room ; Groom's Room ; Double Garage.**
**Large Garage** for two small cars ; **Three Single Garages** (one with inspection pit).
**Harness Room** with stove ; **Tack Room.**
**Large Room,** formerly three loose boxes ; **Large Loft.**
Main water and electricity are connected to this block.

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Acreage* |
|---|---|---|
| | **Parish of Maugersbury** | |
| Pt. 79 | Stable Yard, etc. ... ... ... | .180 est. |

## LOT 4

*(Coloured Blue on Plan)*

# Highly Productive Vegetable Garden

This comprises an excellent well-stocked productive walled **Kitchen Garden** with :
**Vinery** in three sections.
**Heated Greenhouse** in two sections.
**Potting Shed** with stove ; **Fruit Room.**
**Second Potting Shed.** E.C.

**SCHEDULE**

| *No. on O.S Map* | *Description* | *Acreage* |
|---|---|---|
| | **Parish of Maugersbury** | |
| Pt. 79 | Kitchen Garden ... ... ... | .720 est. |

**Note :** This is at present under cultivation by the War Department but Vacant Possession will be given on completion.

---

## LOT 5

**(Sold Subject to Existing Tenancies).**

*(Coloured Yellow on Plan)*

# A Pair of Cottages

substantially built of stone with partly stone slated and partly slated roofs, which comprise :—

**COTTAGE No. 1**—Living Room ; Kitchen with stone floor ; Back Kitchen with sink ; cold water laid on. **Above :** Three Bedrooms.

**Outside :** Brick and corrugated iron washhouse, complete with boiler ; E.C.

This Cottage is let to Mr. Griffen on a quarterly tenancy at a rent of £ 2 per quarter.

**COTTAGE No. 2**—Living-Kitchen with range ; Back Kitchen with sink with water laid on and boiler. **Above :** Two small Bedrooms and a small Attic Room.

**Outside :** Lean-to timber and corrugated iron wood and coal Shed, and stone and tiled E.C.

This cottage is let on a weekly tenancy to Mrs. P. A. King at 3s. per week.

**Note :** Estate Water is supplied to both of these (see Conditions of Sale, No. 14).

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Acreage* |
|---|---|---|
| | **Parish of Maugersbury** | |
| Pt. 69 | Cottages and Gardens ... ... | .133 est. |

## LOT 6

*(Coloured Blue on Plan)*

# A Block of Valuable Accommodation Land

**(Subject to Tenancy)**

situated in a convenient position adjoining the town of Stow-on-the-Wold, and having long frontages to the Stow—Maugersbury road.

**THE LAND** is in good heart and of considerable value either for development, accommodation land, or farming purposes. It consists of good grazing land and is let to Mr. W. J. Bartlett on a Michaelmas tenancy and the rental has been informally apportioned for the purpose of this sale at £47 per annum. A portion of this Land is at present under requisition by the Ministry of Health, and Mr. Bartlett receives compensation amounting to £38 per annum.

It extends to a total acreage of 48.898 acres, as more particularly described in the Schedule below.

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Area* |
|---|---|---|
| 26 | Pasture | 7.361 |
| 26b | Spinney | .496 |
| Pt. 85a | Spinney | .186 est. |
| 85 | Pasture | 35.236 |
| Pt. 71 | Pasture | 5.410 |
| 71a | Orchard | .209 |
| | Total Acreage | 48.898 |

**Note :** O.S. 85 is well watered by troughs supplied by a ram on the Southern boundary of this Lot, which also supplies further troughs in Lots 7 and 8 (see Special Conditions of Sale, Clause 10).

**Timber Valuation.** 113 trees on this Lot valued at £537 6 3. Softwoods spotted in white paint. Other trees numbered 37-51, 57-105 and 335-352.

## LOT 7

*(Coloured Yellow on Plan)*

# Two Valuable Pasture Fields

**(Subject to Tenancy)**

conveniently situated adjoining Stow-on-the-Wold, with good road frontage to Back Walls Lane.

**THE LAND** is in good heart and of considerable value either for development, accommodation land, or farming purposes.

It is let to Mr. W. Bartlett on a Michaelmas tenancy, and the rental has been informally apportioned for the purpose of this sale at £13 17s. 0d. per annum. A portion of this land is under requisition by the Ministry of Health and Mr. Bartlett receives compensation amounting to £2 per annum.

It extends in all to some 13.654 acres, as more particularly set out in the Schedule below.

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Area* |
|---|---|---|
| 25a | Spinney ... ... ... ... ... | .819 |
| 25 | Pasture ... ... ... ... ... | 6.475 |
| 82 | Pasture ... ... ... ... ... | 5.815 |
| 82a | Spinney ... ... ... ... ... | .545 |
| | Total acreage ... ... ... ... | 13.654 |

**Note :** O.S. 82 is watered by means of a trough supplied by the ram situate in Lot 6. (See Special Conditions of Sale, Clause 10).

**Timber Valuation.** 21 trees on this Lot valued at £134 8 9. These trees numbered 106-126.

## LOT 8

(*Coloured Green on Plan*)

# Two Valuable Arable Fields

**(Subject to Tenancy)**

with a woodland belt, situated in a convenient position close to the town of Stow-on-the-Wold, and having good road frontages to the Stow—Burford road and also to Arch Road.

**THE LAND** is in good heart and is let to Mr. W. J. Bartlett on a Michaelmas tenancy and the rental for the purpose of this sale has been apportioned at £31 18s. 0d. per annum. It extends in all to some 35.675 acres as more particularly described in the Schedule below.

**SCHEDULE**

| *No. on O.S. Map* | *Description* | *Area* |
|---|---|---|
| 83a | Spinney ... ... ... ... ... | .269 |
| 83 | Arable ... ... ... ... ... | 23.234 |
| 84 | Woodland ... ... ... ... ... | .911 |
| 101 | Woodland ... ... ... ... ... | 2.118 |
| 99 | Arable ... ... ... ... ... | 7.143 |
| | Total acreage ... ... ... ... | 33.675 |

**Note :** O.S. 83 is watered by a trough supplied from the ram situated in Lot 6. (See Special Conditions of Sale, Clause 10).

**Timber Valuation.** 208 trees on this Lot valued at £701 18 1. These trees numbered 127-334.

# Conditions of Sale

1. The property is sold subject to the Law Society's Conditions of Sale 1925 (1934 Edition) insofar as they are not varied by or inconsistent with these conditions.

2. The Vendor's Solicitors are Messrs. Churchill Clapham & Co. of 1 Broad Street Place, London, E.C.2.

3. The deposit shall be at the rate of ten per cent. on the purchase price.

4. The date fixed for completion shall be the 30th day of October, 1947, at the office of the Vendor's said Solicitors or at such other place as they shall determine.

5. The Vendors are selling as Absolute Owners.

6. The title to Lots 1, 2, 3, 4, 6, 7 & 8 shall commence with a Conveyance on Sale dated the 23rd day of June 1899 made between Henry Ingles Chamberlayne of the first part Arnold Trinder and Robert Edward Stuart of the Second part and John Henry Hewitt of the third part and the title to Lot 5 shall commence with a Conveyance on Sale dated the 29th day of September, 1899, and made between Jane Bullock and Maria Cox of the one part and the said John Henry Hewitt (in such Conveyance called James Henry Hewitt) of the other part.

7. In the said Conveyance of the 23rd day of June, 1899, the said property is described as being coloured green on the plan attached thereto. In fact, the property is edged wth green and not coloured green on such plan. The Purchaser shall not raise or make any objection or requisition on title on account thereof.

8. In the said Conveyance of the 29th day of September, 1899, the said John Henry Hewitt was in error described as James Henry Hewitt. The said John Henry Hewitt was at the time the proprietor of the greater part of the Maugersbury Manor Estate and the Purchaser shall assume that the property comprised in such Conveyance was in fact conveyed to the said John Henry Hewitt.

9. The predecessors in title of the Vendors established on portions of the Maugersbury Manor Estate :

   (*a*) An electricty plant from which electric light has since been supplied to various buildings now or formerly forming part of the Estate by means of pipes and wires from such plant to such buildings and

   (*b*) A water plant by which water has since been supplied to various buildings now or formerly forming part of the said Estate from springs on part of the Estate by means of a ram or rams and pumping plant reservoir tanks pipes and other appliances on the land now agreed to be sold. A photographic print of the said water system can be inspected at any time prior to the sale at the offices of the Solicitors or Auctioneers.

   The Vendors are under liability to continue the supply of such light and water to the owners of numerous buildings now or formerly forming part of the Estate until such time as an alternative source of supply shall be available and accordingly the Conveyances to the respective Purchasers shall contain the following reservation.

   EXCEPT and RESERVED to the Vendors their successors and assigns out of the Conveyance hereby made firstly so long as the Vendors shall remain under any liability to supply such light to any person or building (including the purchaser of any of the Lots hereby agreed to be sold) from the plant aforesaid which is situate on the Plot Nod. 81 on the Ordnance Map all pipes cables wires and other appliances used for the purpose of such supply lying in on above or under the land hereby conveyed and the site thereof Together with the right from time to time and at all times hereafter to enter on the land and premises hereby conveyed for the purpose of maintaining and regulating the said supply and of repairing such pipes cables wires or other appliances and maintaining the supply of such light making good all damage done Provided always that when some other such supply shall be provided by the local or other Authority and the use of the said pipes cables wires taps and other appliances shall no longer be required for the purposes of the said supply the exception and reservation hereby made shall cease to be operative but on such occasion arising the Vendors their successors or assigns shall be entitled to remove the said pipes cables wires taps and appliances doing as little damage as possible and making good all damage to the surface of the land occasioned by such removal. And secondly so long as the

Vendors shall remain under any liability to supply such water to any person or building (including the purchaser of any of the Lots hereby agreed to be sold) from the water plant aforesaid the said water system plant rams pumping plant rising mains reservoirs tanks pipes and other appliances used for the purpose of such supply in on or above or under the land hereby conveyed and the respective sites thereof Together with the right from time to time and at all times to enter on to the land and premises hereby conveyed for the purpose of maintaining and regulating such supply and of repairing maintaining and renewing the said water system plant rams pumping plant rising mains reservoirs tanks pipes and other appliances Provided always that when some other such supply shall be provided by the local or other authority and the use of the said water system shall no longer be required for the purposes of the said supply the exception and reservation hereby made shall cease to be operative but on such occasion arising the Vendors or their successors and assigns shall be entitled if they shall so think fit to remove the said rams pumping plant rising mains reservoirs tanks pipes and other appliances doing as little damage as possible and making good all damage to the surface of the said land occasioned by such removal.

10. The Purchaser of Lot 6 shall maintain the ram, tanks, pipes and appliances situate on Lot 6 by which water is supplied to Lots 7 and 8, and the Purchasers of such Lots shall have the right to a supply of water therefrom so far as such water is available but the Vendors shall be under no liability in respect thereof.

11. The respective Purchasers shall have the following rights of way over the road or drive coloured yellow on the said plan the purchaser of each Plot paying a proportionate part of the expense of keeping the said road or drive in repair Except that in case the surface of such road or drive is damaged by excessive or special user on the part of the purchaser of any Lot he shall be liable to effect such repairs thereto as shall be rendered necessary by any such excessive or special user. The sum payable by any purchaser for such repair shall be determined in default of agreement by the Auctioneers whose decision shall be final and binding on all parties.
    (*a*) The Purchaser of Lot 1 shall have the right to use such part of the road or drive as is adjacent to Lot 1.
    (*b*) The Purchasers of Lots 2, 3 and 4 shall have the right in common with all other persons having a similar right to use the whole of the said road or drive coloured yellow on the said plan and such rights shall be excepted and reserved in the Conveyance to the present Purchasers of the Lots affected.

12. The Purchaser of Lot 4 shall also have a right of way over the stable yard forming part of Lot 3 and such right shall be excepted and reserved in the Conveyance to the Purchaser of Lot 3.

13. There shall be excepted in the Conveyance to the Purchaser of Lot 5 such rights of way and otherwise (if any) as are now enjoyed by the owner or tenant of the adjoining cottages on the North side thereof and the Purchaser of Lot 5 shall have such rights of way or otherwise (if any) over the adjoining cottages premises on the South side of such Lot as are now enjoyed by the tenant of Lot 5.

14. Electric Light has heretofore been supplied to Lot 1 from the Vendor's plant and the Conveyance to the Purchaser shall contain covenants to the following effect :

    " That the Vendor its successors and assigns on payment to the Vendors or their successors in title of the sum of £15 per annum payable quarterly in advance on the usual quarter days shall have the right to receive a supply of electricity from the Maugersbury Manor electric plant for lighting purposes to the premises hereby conveyed as such electricity is now supplied to it but not any further extensions of such supply so long as such supply shall continue to be available and only until a supply of electricity shall be available from other sources and the Vendors hereby covenant with the Purchaser that the Vendors will maintain such plant so far as reasonably possible until an alternative supply of electricity shall be available but the Vendors shall not be liable for any failure of supply or short supply occasioned by circumstances outside their own control and the Purchaser and his or her successors in title shall be solely responsible for the maintenance of the wires and fittings insofar as they relate exclusively to the said premises and will not without the previous consent in writing of the Vendors instal any additional points or lamps whereby the consumption of electricty shall be increased."

15. Water has heretofore been supplied to Lot 5 from the Vendor's plant and the Conveyance to the Purchaser shall contain covenants to the following effect :

"That the Purchaser and his or her successors in title on payment to the Vendors or their successors in title of the sum of £2 per annum payable quarterly in advance on the usual quarter days shall be entitled to receive a supply of water to the said premises hereby conveyed from the source hereinbefore referred to as heretofore enjoyed by the tenant of the said premises so long as such supply shall continue to be available and until a supply of water shall be available from other sources and the Vendors hereby covenant with the Purchaser that the Vendors will maintain the main pipes by which the said water is brought to the said premises so far as reasonably possible but the Vendors shall not be liable for the failure or short supply of water from any cause whatsoever or for any defect in the purity or quality of the water supply and the Purchaser hereby covenants with the Vendors that he or she and his or her successors in title will not without the previous consent in writing of the Vendors instal any additional pipes or connection other than those already in use and will not do or permit to be done anything whereby the flow of water from the said streams or the source thereof shall be interfered with reduced dried up or contaminated."

The sums payable by the Purchasers of each of such Lots under such covenants shall be determined by the Auctioneers.

16. Certain portions of Lots 2, 6 and 7 have been requisitioned by the North Cotswold Urban District Council but the compensation rent payable in respect thereof has not yet been settled. The sale is made subject to such requisitioning and the requisitioning by any competent Authority of any other portion of any Lots on the said Estate or any part thereof shall not annul the sale.

17. The Purchaser of Lots 2 and 3 shall take the buildings comprised therein in their present state of repair and shall have no claim for compensation payable by the Authorities by whom the same have been requisitioned up to the present date.

18. The Auctioneers have measured the Timber on each Lot and the description of the Lot gives the number of trees and the Valuation figure. As stated in the Particulars, the Timber on Lots 2, 6, 7, and 8 is not included in the Sale but the Purchaser of each Lot shall have the option of purchasing the Timber on such Lot on the terms and at the respective prices mentioned in the Particulars, such option to be exercised within one calendar month of the signing of the Contract. There shall accordingly be reserved to the Vendors in the Conveyance of each Lot concerned all timber and timberlike trees thereon together with the right from time to time and at any time within two years after the date of completion of the sale thereof to enter on such Lot with or without workmen horses and vehicles and to cut fell and take away the timber thereon and such rights of taking away shall be exerciseable as to the timber on Lot 2 over the main drive, as to that on Lot 6 over the main drive and by the present gateway in the road leading from Stow-on-the-Wold to Maugersbury, as to that on Lot 7 by the Lane known as Back Walls Lane and across Lot 8 to the road leading from Stow-on-the-Wold to Bourton-on-the-Water and as to that on Lot 8 to the last mentioned road and to the Arch Road to the South of such Lot. The Vendors shall not be liable for any damage caused by such cutting, felling and taking away to land roads walls hedges fences gates bridges culverts drains or ditches.

19. The Purchasers shall take the buildings and land comprised in the property purchased in their present state of repair and shall have no claim to the compensation payable by any Authorities by whom the same have been requisitioned up to the present date or in respect of any damage which may have been suffered to the fences or otherwise.

# Memorandum

I, the undersigned

of

do hereby acknowledge myself to be the Purchaser of the property described in the foregoing Particulars for the sum of £ and having paid to Messrs. JACKSON STOPS (Cirencester) as Agents for the Vendor the sum of £ as a deposit and in part payment of the purchase money I hereby agree to pay the remainder of the purchase money and complete the purchase according to the foregoing Particulars and Conditions of Sale.

AS WITNESS my hand this day of 1947.

| | | | |
|---|---|---|---|
| Purchase money ... ... ... | £ | : | : |
| Deposit ... ... ... ... | £ | : | : |
| Balance ... ... ... ... | £ | : | : |
| Timber Valuation Money ... | £ | : | : |
| Total | £ | : | : |

As Agents for the Vendor, SUBURBAN & COUNTY SHOPS TRUST, LTD., of 5 High Street, Wimbledon, we hereby confirm this Sale, and acknowledge the receipt of the said deposit.

Abstract of Title to be sent to :