

1919.

SOUTH DURHAM.

FREEHOLD FARMS
AND
LICENSED PREMISES

SITUATE AT

Bolam, near Heighington, and Little Smeaton, near Smeaton,

FOR SALE BY AUCTION

BY

MR. ROBERT DONKIN,

AUCTIONEER,

On Thursday, 23rd October, 1919, within the
King's Head Hotel, Darlington, at 1-30 p.m.



SOUTH DURHAM.

Particulars,
Plans, and Conditions of Sale
OF THE
FREEHOLD PROPERTIES

KNOWN AS

“Prospect House Farm,”

AT BOLAM, NEAR HEIGHINGTON, AND

“Watson Field House Farm,”

NEAR SMEATON, ALSO

THE FULLY-LICENSED INN

KNOWN AS

“The Shoulder of Mutton,”

SITUATE IN THE VILLAGE OF BOLAM,

FOR SALE BY AUCTION

BY

MR. ROBERT DONKIN,

AUCTIONEER, ROTHBURY,

AT DARLINGTON,

On THURSDAY, 23rd OCTOBER, 1919,

WITHIN THE KING'S HEAD HOTEL, at 1-30 p.m.

SOLICITOR: C. T. TREVOR, ESQ., GUISBORO'.

LAND AGENT: J. W. CLARKE, ESQ., GUISBORO'.

AUCTIONEER'S ADDRESS: ROTHBURY, NORTHUMBERLAND.

(The receipt of this Copy of Sale Particulars implies that the recipient is permitted to view the Properties, subject to the convenience of the Tenants.)

INCOME.		
HOLDINGS.	TENANTS.	RENTALS.
Prospect House Farm	Messrs. Robinson	£207 15 0
Whinstone Bed	Messrs. Ord and Maddison	40 0 0
		<u>£247 15 0</u>

OUTGOINGS.		
CHARGE.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 3)	£0 8 6	£0 9 4
Rectorial Tithe (No. 3)	1 1 10	1 3 10
Vicarial Tithe (No. 1)	10 11 2	11 10 7
Rectorial Tithe (No. 1)	14 1 10	15 7 9
Vicarial Tithe (No. 2)	1 5 8	1 8 1
Rectorial Tithe (No. 2)	2 15 8	3 0 10
Guard Rent, payable to Lord Barnard... ..	—	0 10 2
		<u>£33 10 7</u>

Lot 2.

IN BOLAM VILLAGE.

THE FULLY-LICENSED INN

CALLED

“The Shoulder of Mutton,”

COMPRISING

DWELLING HOUSE

CONTAINING

FOUR BEDROOMS, TAP ROOM, PARLOUR, KITCHEN, DAIRY, CELLAR,
BACK KITCHEN, OUT-OFFICES;

FARM BUILDINGS

INCLUDING

FOUR-STALL STABLE, BYRE FOR FIVE COWS, GRANARY, COACH HOUSE
AND LOFT ABOVE. POULTRY HOUSE, PIGGERIES,

TOGETHER WITH ABOUT

Three Acres of Pasture Land

As set out in the following Schedule and shown on the accompanying Plan (coloured GREEN) No. 2.

NO. ON PLAN.	DESCRIPTION.	AREA.
71 ...	Old Grass	1 901
15 ...	Inn, etc.	753
Acres		<u>2 654</u>

HOLDING AND TERMS OF TENANCY.

THE “SHOULDER OF MUTTON” INN and Land, let with other land on a Yearly May-day Tenancy to Messrs. W. & T. Forster at the apportioned Rental of £30 0s. 0d.

INCOME.		
HOLDING.	TENANTS.	RENTAL.
Inn and Land	W. & T. Forster	<u>£30 0 0</u>

OUTGOINGS.		
CHARGE.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 3)	£0 1 9	£0 1 11
Rectorial Tithe (No. 3)	0 4 8	0 5 1
		<u>£0 7 0</u>

Lot 3.

94 Acres

OF

ARABLE AND PASTURE LAND

ALSO

A COTTAGE, BUILDINGS AND GARDEN,

SITUATE AT LEGG'S CROSS AND ADJOINING THE HIGHWAY,

As set out in the following Schedule and shown on the accompanying Plan (coloured BLUE) No. 3.

NO. ON PLAN.	DESCRIPTION.	AREA.	NO. ON PLAN.	DESCRIPTION.	AREA.
82 ...	Old Grass	9 372	144 ...	Old Grass	11 791
84 ...	Arable	12 355	145 ...	Old Grass	6 703
85 ...	Old Grass	7 269	146 ...	Old Grass	6 629
135 ...	Old Grass	16 056	81 (Part)	Buildings, etc., and Garden	290
141 ...	Old Grass	9 656			
142 ...	Arable	14 826	Acres		<u>94 857</u>

HOLDING AND TERMS OF TENANCY.

94 ACRES, let with other land on a yearly May-day Tenancy to Messrs. Robinson, at the Rental of £78 0s. 0d.

INCOME.		
HOLDING.	TENANTS.	RENTAL.
Legg's Cross Land	Messrs. Robinson	<u>£78 0 0</u>

OUTGOINGS.		
CHARGE.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 3)	£2 13 2	£2 18 1
Rectorial Tithe (No. 3)	7 6 6	8 0 0
		<u>£10 18 1</u>

Lot 4.

IN THE VILLAGE OF BOLAM.

ONE OLD GRASS FIELD,

WITH FRONTAGES TO THE HIGHWAY,

CONTAINING ABOUT

HALF AN ACRE,

Being No. 14 on the Plan.

DESCRIPTION.	AREA.
Old Grass	521

HOLDING AND TERMS OF TENANCY.

FIELD, let with "Shoulder of Mutton" Inn and other land on a Yearly May-day Tenancy to Messrs. W. & T. Forster, at the apportioned Rental of £1 0s. 0d.

CHARGE.	OUTGOINGS.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 2)		£0 0 5	£0 0 6
Rectorial Tithe (No. 2)		0 2 0	0 2 2
			<u>£0 2 8</u>

Lot 5.

IN THE VILLAGE OF BOLAM.

AN OLD GRASS FIELD,

CONTAINING ABOUT

HALF AN ACRE,

Being No. 17 on the Plan.

DESCRIPTION.	AREA.
Old Grass	478

HOLDING AND TERMS OF TENANCY.

FIELD, let with "Shoulder of Mutton" Inn and other land on a Yearly May-day Tenancy to Messrs. W. & T. Forster, at the apportioned Rental of £1 0s. 0d.

Lot 6.

IN THE VILLAGE OF BOLAM.

A COTTAGE

AND

THREE ACRES OF GRASS LAND

As set out in the following Schedule and shown on the accompanying Plan (coloured BLUE) No. 6.

NO. ON PLAN.	DESCRIPTION.	AREA.
90 ...	Old Grass	2-506
12 ...	Cottage, etc.	545
	*Acres	<u>3-051</u>

HOLDINGS AND TERMS OF TENANCIES.

COTTAGE, let with other land on a Yearly May-day Tenancy to Messrs. Robinson, at the apportioned Rental of £5 0s. 0d.
FIELD No. 90, let with "Shoulder of Mutton" Inn and other land on a Yearly May-day Tenancy to Messrs. W. and T. Forster, at the apportioned Rental of £3 0s. 0d.

INCOME.

HOLDINGS.	TENANTS.	RENTALS.
Cottage	Messrs. Robinson	£5 0 0
Land	W. and T. Forster	3 0 0
		<u>£8 0 0</u>

OUTGOINGS.

CHARGE.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 2)	£2 2 6	£0 2 9
Rectorial Tithe (No. 2)	0 4 9	0 5 2
		<u>£0 7 11</u>

Lot 7.**TWO ENCLOSURES**

OF

OLD GRASS LAND,

SITUATE NEAR BOLAM.

CONTAINING

12 $\frac{1}{2}$ ACRES.

As set out in the following Schedule and shown on the accompanying Plan (coloured YELLOW) No. 7.

NO. ON PLAN.	DESCRIPTION.	AREA.
36 ...	Old Grass	3-572
52 ...	Old Grass	7-935
40 (Part)	Waste	1-050
	Acres	<u>12-571</u>

HOLDING AND TERMS OF TENANCY.

12 $\frac{1}{2}$ ACRES, let with other land on a Yearly May-day Tenancy to Messrs. Robinson, at the apportioned Rental of £10 0s. 0d.

CHARGE.	OUTGOINGS.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 1)		£0 13 0	£0 14 3
Rectorial Tithe (No. 1)		0 18 2	0 19 10
			<u>£1 14 1</u>

Lot 8.

One Enclosure of Arable Land

SITUATE NEAR BOLAM,

CONTAINING OVER

5 ACRES,

As set out in the following Schedule and shown on the accompanying Plan (coloured ORANGE), No. 8.

NO. ON PLAN.	DESCRIPTION.	AREA.
15	Arable	5.271

HOLDING AND TERMS OF TENANCY.

5 ACRES, let with other land on a Yearly May-day Tenancy to Messrs. Robinson, at the apportioned Rental of £4 5s. 0d.

OUTGOINGS.

CHARGE.	COMMUTED SUM.	AMOUNT PAYABLE IN 1919.
Vicarial Tithe (No. 3)	£0 2 10	£0 3 1
Rectorial Tithe (No. 3)	0 7 9	0 8 6
		£0 11 7

Lot 9.

THE FARM

KNOWN AS

"Watson Field House,"

Equi-distant 4 miles from Walbury and Coton Stations, 10 miles South of Darlington and 6 miles North of Northallerton, adjoining Watling Street (Roman Road),

COMPRESES

DWELLING HOUSE

CONTAINING

FIVE BEDROOMS, TWO SITTING ROOMS, KITCHEN, DAIRY, WASH HOUSE, COAL HOUSE; ALSO A VEGETABLE GARDEN;

FARM BUILDINGS

INCLUDING

DUCK HOUSE, THREE-STALL STABLE, FOUR LOOSE BOXES, CALF HOUSE, TURNIP HOUSE, POULTRY HOUSE, COACH HOUSE, CART SHED, GIN GAN, BYRES FOR 8 COWS, STRAW BARN,

TOGETHER WITH OVER

69 Acres of Arable and Pasture Land

As set out in the following Schedule, and shown on the accompanying Plan (coloured RED), No. 9.

NO. ON PLAN.	DESCRIPTION.	AREA.	NO. ON PLAN.	DESCRIPTION.	AREA.
115	Old Grass	6.983	126	House, Buildings, etc.	0.852
116	Old Grass	9.962	127	Old Grass	1.144
121	Part Arable	9.320	128	Arable	2.880
122	Old Grass	4.927	129	Arable	5.237
123	Old Grass	8.799	130	Arable	4.497
124	Arable	8.723			
125	Old Grass	6.848			
			Acres		69.802

HOLDING AND TERMS OF TENANCY.

SUMMARY.

Lot.	Description.	Area.	Income.	Outgoings.
1.	Prospect Farm	242.584	£247 15 0	£33 10 7
2.	Inn and Land	2.654	30 0 0	0 7 0
3.	Legg's Cross Land	94.857	78 0 0	10 18 1
4.	Land	.521	1 0 0	0 2 8
5.	Land	.478	1 0 0	0 0 0
6.	Cottage and Land	3.051	8 0 0	0 7 11
7.	Land	12.571	10 0 0	1 14 1
8.	Land	5.271	4 5 0	0 11 7
9.	Watson Field House	69.802	50 0 0	0 0 0
	Acres	431.789	£430 0 0	£47 11 11

Conditions of Sale.

1. 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 a less sum at each bidding than that fixed from time to time by the Auctioneer during the Sale, and no bidding shall be retracted. There will be a reserve price for the whole of the Property, or for each Lot, and the Vendors reserve the right to bid up to such reserve price by themselves or their Agent, or to withdraw any Lot or Lots from the Sale without declaring the reserve price.

2. The Vendors also reserve to themselves the liberty of offering the premises for sale either in one Lot or in the several Lots specified in the Particulars, or of offering for sale any two of such Lots together, and after having tried any of the aforesaid methods of sale of offering the premises for sale according to any other of the said methods, or in any other Lots as they shall think proper, and in every case each bidder must abide by his bidings, and the highest bidder, according to the method of Sale ultimately adopted in any case, shall be the Purchaser.

3. Each Purchaser shall, immediately after the Sale, pay to Mr. Charles Tudor Trevor, the Vendors' Solicitor, a deposit of £10 per cent. upon the amount of his purchase money, and sign an agreement in the form subjoined to these Conditions to complete the purchase according to these Conditions.

4. The property offered for sale forms part of the endowment of the Guisborough Grammar School, in the Ancient Parish of Guisborough, in the administrative County of the North Riding of Yorkshire, and the Sale will be effected under the authority of an Order of the Board of Education.

5. The legal estate in the property is now vested in the Official Trustee of Charity Lands, under the provisions of a scheme made under the Endowed Schools Acts and approved by Her late Majesty in Council on 24th June, 1885.

6. The Vendors are selling as the Governors of the Foundation, appointed under the provisions of a scheme made by the Board of Education on 27th April, 1910, and the Purchaser shall admit the sufficiency of the title of the said Governors, and the Vendors shall not be bound to deliver any Abstract of Title, or to produce any deeds or any other evidence of their title to the property sold than official copies of (1) the Schemes appointing the said Governors and vesting the legal estate in the property in the official Trustee of Charity Lands, and (2) the order of the Board authorising the present Sale, and a statutory declaration made by some competent person that the property sold was included in the scheme above mentioned, and has been in the possession of the Governors for upwards of thirty years, which copies and declaration respectively shall be prepared and furnished at the expense of the Purchaser.

7. The Purchaser shall admit the validity of the appointment of those of the Vendors who have been appointed Governors under the provisions of the said Scheme, and shall accept as correct a list of the Governors signed by their Clerk or Secretary.

8. The quantities stated in the Particulars shall be presumed to be correct, and an error as to quantity (if any such shall be found) shall neither annul the sale nor entitle either party to compensation on account thereof. If any other mistake or omission shall be found in the Particulars before the completion of the purchase, the same shall not annul the Sale, but a fair compensation shall be made 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 their umpire, and if either party shall fail to appoint a referee for the space of ten days after notice shall have been given to him by the other party so to do, the referee appointed by the other party may make a final decision alone.

9. Lot 1 is sold subject to and with the benefit of an Indenture of Lease dated the 15th day of March, 1904, of the bluestone or whinstone situate and being in, upon, or under part thereof. A copy of such lease can be inspected at the office of the Vendors' Solicitor and at the Sale, and the Purchaser shall be deemed to have full knowledge of the contents thereof.

10. All mines, minerals, and mineral substances (except the bluestone or whinstone in, upon, and under part of Lot 1 above mentioned), within or under the several Lots offered for Sale, shall be excepted and reserved out of each Conveyance to the several Purchasers, together with full power for the persons entitled to such mines, minerals, and mineral substances to work and get the same either by entry on the surface or by

underground workings, and without any obligation to leave any subjacent or lateral support for the surface, or any buildings for the time being erected thereon, or any adjoining land or minerals, and for the purpose of such workings from time to time or at any time to enter upon and use the surface, sink pits and quarries, and do all other acts and things necessary or proper for working or getting such mines, minerals, and mineral substances, but so, nevertheless, that proper compensation shall be paid to any owner of the surface or any adjoining land or minerals in respect of any damage thereto arising by reason of the exercise of the powers and rights reserved as aforesaid, and the amount of such compensation in case of dispute shall be settled by the arbitration of two arbitrators or their umpire pursuant to the provisions of the Arbitration Act, 1889, or any subsisting statutory modification thereof.

11. The property is sold subject to the existing tenancies, and to all tithes, tithe commutations, chief or quit rents, rights of way, water, and other outgoing and easements affecting the same, and to any subsisting liability to repair party walls, fences, roads or streets, and no objection shall be taken on the ground that the creation of any chief or quit rent or other payment to which any part of the property may be liable is not shown.

12. The remainder of the purchase money shall be paid, and the purchase or purchases shall be completed on the 21st day of January, 1920, at the offices of the said Charles Tudor Trevor, at Guisborough, in the County of York, and if from any cause whatever any purchase shall not be completed on that day each Purchaser whose purchase shall be so delayed shall pay to the Vendors interest after the rate of £6 per cent. per annum on the remainder of his purchase money from that day until the completion of the purchase. Each Purchaser shall be entitled to the possession or receipt of the rents and profits of the property purchased by him from the said 21st day of January, 1920, all outgoing up to that day being cleared by the Vendors, and up to that day all rent, rates, taxes and outgoing shall, if and so far as necessary, be apportioned.

13. No objection shall be made on account of any document not being registered under the Yorkshire Registries Act, 1884, and any document which a Purchaser requires to be registered shall be registered by him and at his expense.

14. Upon payment of the residue of the purchase money at the time and place aforesaid the Vendors shall make and execute to each Purchaser a proper assurance of the property purchased by him, such assurance to be prepared by and at the expense of the Purchaser, the draft thereof to be delivered to the Vendors' Solicitor for perusal not less than ten weeks before the said 21st day of January, 1920, and the engrossment to be left for execution by the Vendors at the office aforesaid not less than eight weeks before the said 21st day of January, 1920.

15. If any Purchaser shall fail to comply with these Conditions his deposit money shall be forfeited to the Vendors, 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 Vendors as and for liquidated damages, and it shall not be necessary for the Vendors to tender a Conveyance.

AGREEMENT.

I,

of

hereby acknowledge that at the Sale by Auction this

day of

1919, I was the highest bidder for and was declared the Purchaser at the

price of £

of the property described in the Particulars as Lot ,

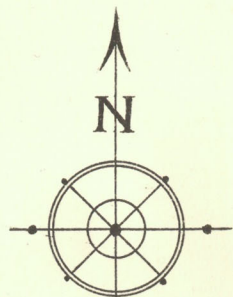
subject to the within Conditions of Sale, and I have paid the sum of £

by way of

deposit, and hereby agree to pay the balance of the purchase money and to complete the purchase according to the said Conditions.

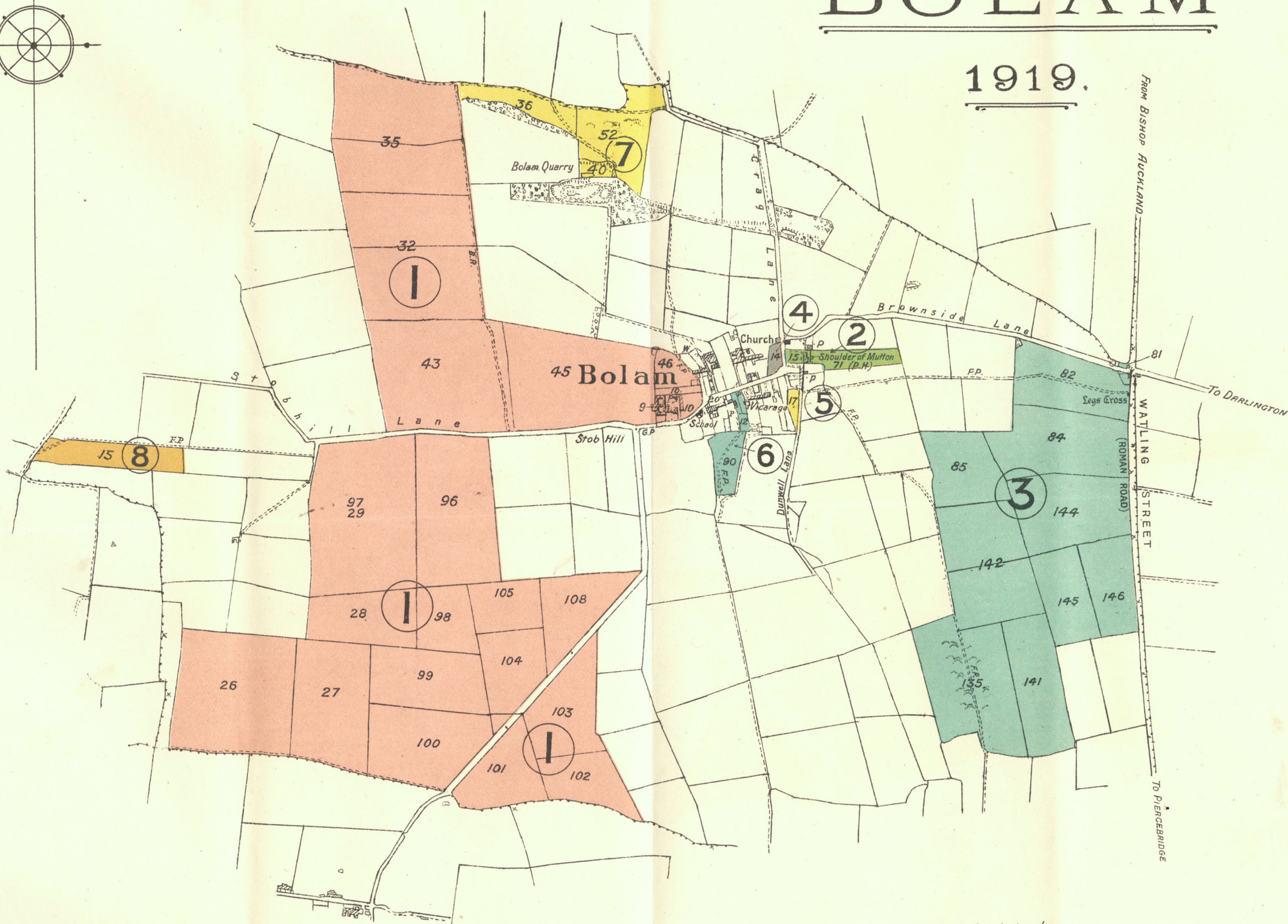
As Agent for the Governors of the Guisborough Grammar School, the Vendors, I ratify this Sale and acknowledge the receipt of the deposit.

Purchase money	£	:	:
Deposit	£	:	:
Remaining unpaid	...	£	:	:	



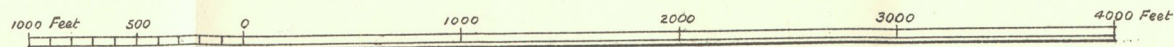
BOLAM

1919.



THIS PLAN IS BASED UPON
THE ORDNANCE SURVEY MAP
WITH THE SANCTION OF
THE CONTROLLER OF H.M.
STATIONERY OFFICE.

Scale.— Six Inches to One Statute Mile or 880 Feet to One Inch = $\frac{1}{10560}$



WATSON FIELD HOUSE FARM

1919.

