

Sale of East Knoyle Estate, April 1946

By instructions of The Trustees of the late Miss J. M. Seymour.

WILTS.

Semley Station (Southern Railway) 2½ miles. Shaftesbury (Market Town) (5 miles)
Salisbury (Market Town) 18 miles.

Illustrated Particulars, Plans and Conditions of Sale

of the

EAST KNOYLE ESTATE

of

962 ACRES

including

THE MANSION

known as

KNOYLE HOUSE

standing in delightful grounds and heavily timbered park

Four Excellent Farms with First Class Buildings and Farmhouses.

The "Seymour Arms" Licensed Hotel.

Agricultural Land, Picturesque Cottages.

Village Post Office and General Stores, Valuable Building Sites

which

Messrs. RAWLENCE & SQUAREY

will SELL by AUCTION as a whole or in Lots, at

THE "RED LION" HOTEL," SALISBURY

on

Tuesday, April 2nd, 1946, at 2.30 p.m.

Solicitors:

Messrs. TROWER, STILL & KEELING,
5, New Square,
Lincoln's Inn,
London, W.C.2.

Auctioneers:

Messrs. RAWLENCE & SQUAREY, Salisbury;
6, Ashley Place, London, S.W.1;
Sherborne, Dorset and Rownhams Mount,
Nursling, Southampton.

Please bring these Particulars to the Sale.

PRICE 5/-

AUCTION SALE

at

THE "RED LION" HOTEL, SALISBURY,

on

Tuesday, April 2nd, 1946

AT 2.30 P.M.

EAST KNOYLE ESTATE, WILTS.

Solicitors:

Messrs. TROWER, STILL & KEELING,
5, New Square, Lincoln's Inn, London, W.C.2.

Auctioneers:

Messrs. RAWLENCE & SQUAREY, Salisbury;
6, Ashley Place, London, S.W.1; Sherborne, Dorset,
and Rownhams Mount, Nursling, Southampton.

Printed at the Times Office, Dews Road, Salisbury.

Special Conditions of Sale.

1. Each Lot is sold subject to the General Remarks and Stipulations set out at the commencement of the Particulars of Sale and to the matters mentioned in the Particulars of any Lot, which General Remarks and Stipulations and Particulars with the Sale Plans shall be deemed to form part of these Conditions, and to The Law Society's Conditions of Sale (1934 Edition) (hereinafter referred to as "the General Conditions") so far as they are not varied by or inconsistent with these Conditions.

2. The Vendor's Solicitors are Messrs. Trower, Still & Keeling, whose office is at 5, New Square, Lincoln's Inn, London, W.C.2.

3. The date fixed for completion is the 2nd day of May, 1946. The deposit shall be paid to the Auctioneers, Messrs. Rawlence & Squarey, as agents for the Vendor, and the Form of Agreement subjoined to these Conditions shall be substituted for the Form of Agreement subjoined to the General Conditions.

4. The Vendor is selling as personal representative of the late Miss Jeanne Margaret Seymour who died on the 5th day of August, 1943.

5. The title shall commence with a Disentailing Assurance dated the 21st day of May, 1894, made between the said Jeanne Margaret Seymour (therein described as Jane Margaret Seymour) of the one part and Stafford Francis Still of the other part. The said Disentailing Assurance refers in general terms to the freehold hereditaments to which the said Jeanne Margaret Seymour was then entitled for an estate in tailmale in possession under or by virtue of a Settlement dated the 27th day of August, 1880, therein mentioned or any indenture deed or instrument referring thereto or which then by any means had become and were then subject to the subsisting limitations of the same Settlement but contains no specific description of such hereditaments. The Purchaser of each Lot save Lot 16 will be furnished with an Abstract so far as material of a Deed dated the 13th day of December, 1877 (endorsed in the said Settlement), of appointment of new trustees of the said Settlement containing a recital that the property then subject to the uses and trusts of the said Settlement consisted of the freehold hereditaments mentioned in the First Schedule to such Deed, which Schedule contains description by reference to the Tithe Plan of all the Lots save Lot 16, and the Purchaser of Lot 16 will be furnished with an Abstract of a Conveyance on Sale dated the 8th day of September, 1880, and made between James Rawlence, James Edward Nightingale, Henry James Fowle Swayne, William Henry Mayo, The Reverend Dares Olivier and Robert Eyres Applegate Eyres of the first part, Henry Morgan Vane of the second part, Alfred Seymour of the third part, and Stanley Leighton and Henry Hales Pleydell Bouverie of the fourth part (being a Conveyance of Redhouse Farm to the uses of the said Settlement), which contains a plan of Redhouse Farm, and each Purchaser of such Lots shall without any further or other evidence assume (as the facts are) that the property purchased by him was at the date of the said Disentailing Assurance subject to the then subsisting limitations of the said Settlement and was then freehold of inheritance in possession vested in the said Jeanne Margaret Seymour according to the tenor of the said Disentailing Assurance free from incumbrances save a certain jointure rent charge therein mentioned payable to a person therein named whose death will be abstracted.

6. Each Lot is sold as it now stands and also subject to the following matters so far as affected thereby.

(a) All wayleaves of the Wessex Electricity Company or of the Postmaster General in respect of poles, struts, stays, wires, lines or otherwise.

(b) Any planning scheme and any local land charge which prior to the date of the sale may be registered under the Land Charges Act, 1925, and any requirement of any local or public authority, whether involving the expenditure of money in respect of the property or not, whereof notice may before the date of the sale be received by the Vendor.

(c) Any requisitioning or other notice of any kind served by any competent authority under the Defence Regulations, either before or after the date of sale, or any possession taken by any such competent authority, either before or after the date of the sale.

(d) All such other matters (if any) referred to in clause 18(1) of the General Conditions as are not disclosed in the General Remarks and Stipulations, the Particulars or these Conditions, and whether the same be known to the Vendor or not.

7. (1) The reference in sub-clause (1) of clause 22 of the General Conditions to the Rent and Mortgage Restrictions Acts 1920 to 1933, shall be construed as a reference to the Rent and Mortgage Interest Restrictions Acts 1920 to 1939; and, in extension of the provisions of that sub-clause, no objection or requisition shall be made if it shall appear that the rent paid by any tenant of any dwelling-house affected by the said Acts is in excess of what is allowed under those Acts that the Vendor has not complied with any of the provisions thereof.

(2) If the Purchaser of any Lot is the tenant of such Lot or of any part thereof his tenancy shall not by reason of his purchase be deemed for the purposes of sub-clause (2) of clause 22 of the General Conditions to be a tenancy which expires or is otherwise determined on or before the date fixed for completion, nor shall he be discharged from his obligations as tenant until actual completion of his purchase.

8. The conveyance of each Lot shall contain all such grants, exceptions, reservations, provisions and covenants for giving effect to the General Remarks and Stipulations, the Particulars and these Conditions as the Vendor's Solicitors shall reasonably require, and where so required by the Vendor the Purchaser shall execute a duplicate of the Conveyance in accordance with Clause 29 of the General Conditions.

9. (1) Each Lot is believed to be and shall be taken as correctly described as to quantity and otherwise, and any error, omission or mis-statement found in the Particulars or Sale Plans or these Conditions shall not annul the Sale, or entitle any Purchaser to be discharged from his purchase, nor shall the Vendor or any Purchaser claim or be allowed any compensation in respect thereof provided that nothing in this condition shall entitle the Vendor to compel the Purchaser to accept, or the Purchaser to compel the Vendor to convey property which differs substantially whether in quantity, quality, tenure or otherwise from the property agreed to be sold and purchased.

(2) This Condition shall take effect in substitution for Clause 31 of the General Conditions.

10. The Vendors reserve the right to hold a sale of the surplus furniture and effects in the mansion as soon as possible after the sale of the property.

General Remarks and Stipulations.

(which shall be deemed part of the Conditions of Sale).

TENURE.—The whole of the properties offered for sale are freehold.

SITUATION.—The East Knoyle Estate is situate in a delightful part of the county of Wiltshire, and within easy access to several important agricultural centres. It is about 2½ miles from Semley Station (Southern Railway), 5 miles from the Market Town of Shaftesbury, and 17 miles from the City of Salisbury with its express train service to the City of London.

INSPECTION.—Intending purchasers may inspect the properties offered for sale by permission of the Tenants on production of these particulars or an order-to-view from the Auctioneers. Prospective purchasers are, however, asked to give the occupiers of the farms and cottages notice of their intended visits.

The mansion can be viewed by arrangement with Mr. H. A. Fulford, The Gardener's Cottage, East Knoyle.

OUTGOINGS.—Tithe Redemption Annuity and Land Tax. The total amount of the Tithe Redemption Annuity payable in respect of this Estate is believed to be £119 5s. 6d., and the total amount of Land Tax paid for the year ended 24th March, 1946, was £21 10s. 5d. For the purposes of sale the respective amounts of Tithe Redemption Annuity and Land Tax believed to be charged on or payable in respect of the various Lots affected are stated in the particulars of each Lot, and where necessary such Tithe Redemption Annuity and Land Tax have been informally apportioned. The Vendors shall not be held responsible for such amounts or apportionments and the respective purchasers shall accept the same and shall not raise any requisition or make any claim for compensation or otherwise in the event of any omission or error, or require any further information thereof.

AGREEMENTS.—The tenancies of the properties are stated in the Particulars of Sale. Such tenancy agreements as are in writing can be inspected at the Salisbury Office of the Auctioneers by appointment and will be produced in the Sale Room at the time of sale.

TENANCIES.—The properties are sold subject to the existing tenancies and the Vendor's obligations thereunder and to all claims by the Tenants by Law, Custom, Agreement or otherwise. All the cottages included in the sale are subject to the Rent Restrictions Act, 1939.

FIXTURES.—Every effort has been made to omit any buildings or fixtures belonging to the respective Tenants from the description of the various Lots, but all the Lots are sold subject to the Tenants' right to remove, or as the case may be to receive payment for any such buildings or fixtures whether mentioned in the particulars or not. Only such fixtures as are the property of the Vendors are included in the Sale.

TIMBER.—The magnificent growing timber and timber-like trees and saplings have been valued at exceedingly moderate prices, and the purchasers shall pay the sums indicated in the particulars at the foot of the respective Lots in addition to the purchase money.

BOUNDARIES.—Should any dispute arise with regard to the boundary of any Lot or Lots the same shall be submitted to the sole arbitration of the Auctioneers whose decision shall be binding on all parties.

RIGHTS OF WAY.—The properties offered for sale are subject to all existing rights of way, water drainage and other easements whether mentioned in the particulars or not.

Under the Rights of Way Act, 1932, the Rural District Council of Mere and Tisbury acknowledged many of the foot and bridle paths on the Estate as Public Rights of Way. A bound volume of particulars together with an ordnance plan delineating the paths are held by the East Knoyle Parish Council, and can be inspected by arrangement with the Chairman.

A plan showing these Rights of Way will be exhibited at the Auction.

CULTIVATIONS.—The description of the cultivations of the farms and land are mainly taken from the Agreements and Schedules thereto and do not necessarily represent their present state. The sale of each Lot and the description thereof is subject to all notices directing cultivations that may have been or may be issued by the Wiltshire War Agricultural Committee or other body under the Emergency Legislation and the Vendors shall not be held liable for the operation or effect of these orders or any claims that may arise from time to time thereon.

LOTING.—The Vendors reserve the right to alter the Loting or to divide or amalgamate any Lot or Lots, or to withdraw any Lot or Lots.

PARTICULARS AND PLANS.—These have been carefully prepared and the quantities taken from the Ordnance Survey Edition with the consent of H.M. Stationery Office. They are believed to be correct and shall be taken as such by both the Vendors and Purchasers, and no compensation shall be allowed to either parties in respect of any omission or mistake therein.

WATER SUPPLY.—The Purchaser of Lot 1 shall be under obligation to maintain, on payment of appropriate rents, the present Milton and East Knoyle supplies to all persons now enjoying the usage thereof.

There are two sources of supply, one known as the Milton Supply, which serves Knoyle House, The Gardener's Cottage, Lots 4 and 5, and two other privately-owned properties, and the other known as the East Knoyle Supply serve the remainder of the village property and also Upper Leigh and Red House Farms included in this sale.

The Reservoirs and pipe lines are indicated on the Water Plan which will be exhibited at the Auction, and the maintenance of these is the liability of the Purchaser of Lot 1 as also are the Standpipes at Milton; also the pump on the outside wall of the Gardens (opposite the Laundry Cottage).

Special Remarks.

The Estate now offered for sale is situate in a delightful part of Wiltshire, and the village of East Knoyle is known as one of the most picturesque in the county. Most of the property affords extensive views across the countryside.

There are several Lots included in the sale which are of exceptional value to Agriculturists. The Farms are in good heart and embrace rich productive pasture and arable lands.

The Cottages are very attractive and certainly command the attention of those who are seeking a country residence for future occupation.

The Timber is well grown and in abundance and much is ripe for cutting.

Building Sites. Several Lots which are being sold with vacant possession afford excellent sites for building development.

Sporting. Hunting with S. and W. Wilts, the kennels being only five miles distant. Excellent shooting can be obtained on the Estate and in the neighbourhood.

Summary of Lots.

Lot.	Description.	Area.		
		A.	R.	P.
1.	Knoyle House	140	-	31
2.	Sheephouse Farm	141	1	14
3.	Excellent Building Site		3	16
4.	Two Well-built Old-world Cottages		2	2
5.	Cottage and Garden		1	39
6.	Summerlease Farm	404	2	4
7.	Upper Leigh Farm	111	2	2
8.	Seymour Arms Hotel		1	- 9
9.	Small Holding	25	1	0
10.	Accommodation Pasture Land		3	15
11.	Accommodation Pasture Land		1	3 8
12.	Accommodation Pasture Land		3	- -
13.	Two Cottages and Gardens			21
14.	Enclosure of Arable Land		5	1 -
15.	Enclosure of Arable Land		7	1 -
16.	Red House Farm	106	2	34
17.	Small Holding		8	- 9
18.	Cottage and Garden			6
19.	Village Post Office and General Stores		3	5
20.	Cottage and Garden			10
21.	Cottage and Garden			18
22.	Three Cottages and Gardens		2	29
23.	Plot of Garden Ground		2	1
24.	Plot of Garden Ground			22
25.	Plot of Garden Ground		1	30
26.	Cottage and Garden, "The School House"			38
27.	Enclosure of Garden Land			10
		A.961 3 13		