

**THE OLD RECTORY
CHESHAM BOIS
AMERSHAM
BUCKINGHAMSHIRE**

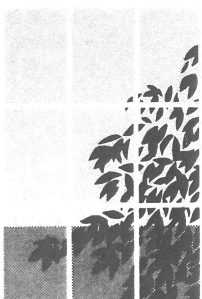


FREEHOLD WITH VACANT POSSESSION

**For Sale by Auction
at The Crown Hotel, Old Amersham
on Friday, 25th November, 1983
at 3.00 p.m. (unless previously sold)**

Vendor's Solicitors

**Messrs. TROLLOPE & WINKWORTH
16 BEAUMONT STREET
OXFORD OX1 2LZ
Tel: (0865) 241974**



**RAFFETY
BUCKLAND**

Chartered Surveyors

**55 HILL AVENUE
AMERSHAM
Tel: (02403) 5636**

**30 HIGH STREET
HIGH WYCOMBE
Tel: (0494) 21234**

Chesham Bois

The Orchard

Gardendene



The Haven

Ashlyn

Grangehurst

Chiltern Cottage

Little Meade

The Briars

Manor Lodge

Manor Barn

1 2

Rectory Cottages

Sunshine Cottage

The Cottage

N O R T H R O A D

Path

St Leonard's Church Hall

The Old Rectory

The New Rectory

513

B M 513-04

512

S O U T H R O A D

3ft RH

3ft RH

Punch Tree House

SYCAMORE RD.

The Dial House

Warrin

For Identification Only.
Accuracy Not Warranted.
Based on Ordnance Survey Sheet.
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GENERAL INFORMATION

CHESHAM BOIS is a predominately residential community of village character on the higher ground between Amersham and Chesham amidst rich woodland. The name was derived from the Norman family of du Boyes who became Lords of the Manor in the 13th Century. There are nearby shops, a choice of nearby private and County Schools, and a wide range of sporting facilities in the district.

Previously known as St. Leonards Rectory, this imposing mellow brick house is offered for sale following the construction of the new Rectory nearby. It occupies a prominent position on the Common fronting North Road, Chesham Bois, within a mile of Amersham town centre and the Metropolitan Line/British Rail station. Amersham is about 6 miles from junction 2 on the M40 at Beaconsfield and the proposed M25 at Chorleywood.

SUMMARY OF ACCOMMODATION

4 Reception Rooms; Cloakroom; Kitchen; Cellar; 6 Bedrooms; Bathroom. The former Stable Cottage with Garages, Stables and 3 Upper Rooms.

SERVICES:	Mains Electricity, Water and Gas. Private Drainage. Oil fired Central Heating. British Telecom Telephone at present connected.
OUTGOINGS:	Present Rateable Value of £152 as a parsonage, subject to re-assessment following sale by the Church.
TOWN & COUNTRY PLANNING:	The property is shown on the Amersham Town Map in an area primarily for Residential use.
LOCAL AUTHORITIES:	Bucks County Council, Aylesbury, Tel: (0296) 5000. Chiltern District Council, Elmodesham House, 42 High Street, Amersham. Tel: (02403) 4433.
SERVICE AUTHORITIES:	Eastern Gas, London Road, Hemel Hempstead, Herts. Tel: (0442) 3191. Eastern Electricity, 487 Dunstable Road, Luton. Tel: (0582) 585555. Rickmansworth & Uxbridge Valley Water Board, London Road, Rickmansworth, Herts. Tel: (0923) 73122. British Telecom, Telephone House, 16 Paradise Street, Oxford. Tel: (0865) 44844.
TENURE AND POSSESSION:	The property is FREEHOLD and is offered with the benefit of VACANT POSSESSION on completion.
STAMP DUTY:	The Conveyance will be free of Stamp Duty. (see Special Condition No. 14).
RESTRICTIONS:	See Special Conditions.
VIEWING:	By appointment with the Auctioneers.
PLANS AND PARTICULARS:	<p>Raffety Buckland for themselves and for the Vendor of the property whose Agents they are given notice that:</p> <ol style="list-style-type: none">1. The particulars are set out as a general outline only for the guidance of intending purchasers and do not constitute, nor constitute part of, an offer or contract.2. All descriptions, dimensions, references to condition and necessary permissions for the use and occupation, and other details are given in good faith and are believed to be correct but any intending purchasers should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.3. No person in the employment of Raffety Buckland has any authority to make or give any warranty or representation whatever in relation to this property.4. They do not hold themselves responsible for any expense incurred in viewing the same or any liabilities in respect of abortive journeys.5. The plans produced within these particulars are based on the Ordnance Survey, and are included for identification purposes only for the convenience of purchasers. They do not form part of any contract. The Sale Plan referred to in the Special Conditions of Sale is available for inspection at the Amersham and High Wycombe offices of the Auctioneers and at the office of the Vendor's Solicitors.

Particulars of:

THE OLD RECTORY

CHESHAM BOIS

The Old Rectory was built in 1833 by the then Duke of Bedford for the Hon. Lowther Barrington, Rector, in the style of the Architect, Russell, familiar throughout the Bedford estates. The ducal coronet and coronet are displayed above the imposing porch.

To the East side of the house stands the two storey Coach House, which would lend itself to adaptation as further living accommodation for staff or relatives, (subject to the necessary Consents).



Although a prominent local landmark, the house stands within formal gardens secluded from North Road by a high double hedge with two approach driveways across the Common. The timbered Common also forms the boundary to the West whilst the aspect enjoyed by most principle rooms is to the South over the garden and adjacent Glebe field adjoining the new Rectory.

The accommodation is as follows (all dimensions being approximate only) and is arranged on two floors with a cellar:—

GROUND FLOOR

ENTRANCE PORCH:	with flagged floor, sturdy door to:
ENTRANCE HALL:	26'2 × 6'8 stairwell, Regency style fan light, 2 radiators. Window shutters and a Coats Cupboard below the stairs.
LOUNGE:	19'4 × 14'0 including bay with window shutters. Double radiator. Tiled fireplace with shelved alcove to each side. Gas point. Ceiling cornice. Sliding door to:
STUDY:	15'6 × 14'4 with carved fireplace surround and gas point. Double and single radiator and shutter to window.
SITTING ROOM:	14'6 × 13'10 marble fire surround with gas point, double radiator.
CLOAKROOM:	Fitted bookshelves, low level W.C., wash basin and radiator.
BUTLERS PANTRY:	Now with shower stall, deep glazed sink, plumbing for washing machine and fitted shelves cupboards.
CELLAR:	11'0 × 9'0 overall with brick floor and adequate head room.
DINING ROOM:	14'8 × 14'5 Wide fireplace with stone mantel and surround (at present sealed), cupboards to each side, one being an airing cupboard with modern copper cylinder and immersion heater. Further storage cupboards, wall thermostat for central heating and door to:

KITCHEN:	11'6 × 10'0 Stainless steel double drainer sink, cupboards and drawers below, and work top to each side. Further storage cupboards and drawers, double radiator, partly tiled walls, electric cooker panel and plastic tiled floor.
REAR PORCH:	Quarry tiled floor, storage shelves and door to:
PANTRY:	with quarry tiled floor and shelves.

FIRST FLOOR

The stairs turn through 180 degrees past a tall window overlooking the rear garden and rise to a wide landing and corridor with 2 large shelves linen cupboards and an airing cupboard with radiator. There appears adequate space to alter and accommodate a further Bathroom.

BEDROOM 1 (SOUTH):	19'4 × 14'0 into bay. Shutters to window. Radiator and fireplace with gas point.
BEDROOM 2 (SOUTH):	14'8 × 14'8. Shuttered window, radiator, wash basin and fireplace with gas point.
BEDROOM 3 (NORTH & WEST):	14'4 × 12'9. 2 radiators, wash basin, fireplace with gas point.
BATHROOM:	Panelled bath, pedestal wash basin, heated towel rail. Separate W.C.
BEDROOM 4 (NORTH):	12'9 × 10'4. Radiator and sealed fireplace.
BEDROOM 5 (NORTH):	15'4 × 13'6 with radiator, fireplace with hob grate and storage cupboards to each side.
BEDROOM 6 (SOUTH):	12'2 × 10'0. Radiator, fireplace with hob grate and gas point. Access to loft space.

THE ADJACENT COACH HOUSE

STABLES:	18'7 × 15'9 with brick floor, stalls, mangers and stairs to First Floor.
GARAGE:	15'9 × 8'10. Brick floor and up-and-over door.
BOILER ROOM:	11'4 × 8'4. Potterton oil-fired boiler for central heating and hot water to the Old Rectory.

FIRST FLOOR

BEDROOM 1:	15'9 × 15'3 with sliding shuttered window.
BEDROOM 2:	14'8 × 11'2 with cold water storage tank.
BEDROOM 3:	9'4 × 8'10.

OUTSIDE

LEAN-TO STORE:	17'0 × 8'9 adjoining lean-to. W.C. and oil storage tank.
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THE GARDENS:	The front garden has a semi-circular lawn around which is the gravel drive to the entrance porch. The garden is screened by various shrubs and rhodedendrons merging with the timbered common beyond. The rear garden has two levels of lawns, rose beds and herbaceous borders. It extends in all to ABOUT 0.9 ACRE.
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FORMAL PARTICULARS

ALL THAT piece or parcel of land situate at Chesham Bois in the County of Buckingham and for the purpose of identification only delineated on the sale plan and thereon edged red TOGETHER with the dwellinghouse and premises erected thereon and hitherto known as The Rectory AND TOGETHER with (so far as the Vendor can grant the same) full and free right and liberty for the Purchaser and his successors in title and his and their tenants servants and licensees to pass and repass with or without animals and vehicles over and along the driveways shown coloured brown on the sale plan for the purpose of obtaining access to and egress from the property hereby agreed to be sold AND TOGETHER ALSO with full right and liberty for the Purchaser and his successors in title:-

- (a) to maintain the septic tank or cesspool situate in the approximate position marked S on the sale plan and the pipes leading to and from the same
- (b) to use the said septic tank or cesspool and pipes for the passage of sewage water and soil from the dwellinghouse erected upon the property hereby agreed to be sold, and
- (c) to enter upon the property shown edged green on the sale plan for the purpose of cleansing maintaining repairing and renewing the said septic tank or cesspool and pipes.

SPECIAL CONDITIONS OF SALE

1. (a) The property is sold subject to the Law Society's Conditions of Sale 1980 (hereinafter referred to individually by the designation 'General Condition' together with the number thereof) so far as they are not varied by or are inconsistent with these Conditions.
(b) A reserve price has been fixed and the property is offered subject thereto.
2. The Vendor's Solicitors are Messrs Trollope and Winckworth of 16 Beaumont Street Oxford OX1 2LZ.
3. The deposit shall be 10 per cent of the purchase money and shall be paid to the Vendor's Solicitors as agents for the Vendor.
4. The purchase shall be completed on or before the _____ day of _____ 1983
at the offices of the Vendor's Solicitors. In default of completion on the due date interest on the balance of the purchase money shall be paid at the rate of four pounds per centum per annum above the base rate for the time being of Williams & Glyn's Bank PLC.
5. If a cheque given for payment of the deposit is dishonoured on presentation or if the successful bidder fails to pay such deposit the Vendor shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the contract and to sell the property to some other applicant but without prejudice to the Vendor's rights to claim against the successful bidder damages for repudiation of the contract.
6. The Vendor is The Right Reverend Patrick Campbell by Divine Permission Lord Bishop of Oxford acting in his corporate capacity on behalf of the Incumbent of the Benefice of Chesham Bois in the County of Buckingham and Diocese of Oxford. As the Vendor is selling under statutory powers he shall not be required to convey as 'Beneficial Owner' nor as 'Trustee' and the Purchaser shall not be entitled to call for any covenant for title other than a covenant by the Vendor that he is not hindered from conveying the property.
7. No abstract or evidence of title shall be required with regard to the property hereby agreed to be sold but the Vendor will make or procure to be made by a competent person a Statutory Declaration that the property has been the Parsonage House of the said Benefice for upwards of thirty years last past.
8. The Vendor is selling under the provisions of the Parsonages Measure 1938 all the requirements of which as to consents and notices have now been satisfied. The sealing of the Conveyance by the Church Commissioners shall (as provided by Section 9 of the Measure) be treated as conclusive evidence that such requirements have been complied with.
9. (a) Copies of the standard form of Conveyance for use under the said Measure will be available for inspection at the offices of the Vendor's Solicitors prior to the sale or in the same room at the time of the sale.
(b) The Conveyance to the Purchaser shall be based upon the standard form of Conveyance and the purchaser shall so far as possible adopt that form without alteration.
(c) The draft Conveyance shall be submitted to the Vendor's Solicitors in triplicate with a copy of the plan attached to each copy of the draft at least 28 days before the date hereby fixed for completion.
(d) The draft conveyance shall be submitted to the Official Solicitor to the Church Commissioners for approval on their behalf.
(e) The Conveyance shall be engrossed in duplicate at the expense of the Purchaser and such engrossment shall be sent to the Vendor's Solicitors for execution by the Vendor and sealing by the Church Commissioners at least Fourteen days before the date fixed for completion.
10. A copy of the Sale plan referred to in these Special Conditions of Sale (which is for the purpose of identification only) will be available for inspection at the offices of the Auctioneers and of the Vendor's Solicitors prior to the sale and in the sale room at the time of the sale. The Purchaser will be deemed to be aware of and to purchase subject to such plan whether he has inspected it prior to the sale or not.
11. The property is sold subject to the following reservations to the Vendor the Incumbent for the time being of the said Benefice and his successors and the Oxford Diocesan Board of Finance (hereinafter called "the Board"):-
 - (i) Full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner of owners occupier or occupiers for the time being of the said property hereby agreed to be sold to deal in any manner whatsoever with any of the land belonging to the said Benefice or to the Board adjoining the property hereby agreed to be sold and shown edged green on the sale plan and to erect and maintain or suffer to be erected and maintained on such land any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the property hereby agreed to be sold or any buildings for the time being thereon.
 - (ii) The free flow of water and soil and other services from the said adjoining land belonging to the said Benefice or to the Board shown edged green on the sale plan through any drains watercourses pipes wired and cables now existing in under or over the property agreed to be sold or substituted therefor by the Purchaser with full and free right and liberty for the Vendor to enter upon the property hereby agreed to be sold and to break up the surface thereof for the purpose of cleansing maintaining and renewing and making connections with such drains sewers watercourses pipes wires and cables.

12. The Conveyance shall contain the following covenant by the Purchaser:-

"The Purchaser to the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come and for the benefit of the adjoining or neighbouring land belonging to the said Benefice and to the Board and shown edged green the said plan and each and every part thereof covenants with the Vendor the Incumbent for the time being of the said Benefice and his successors and the Board and its successors in title as follows:-

(i) That he will not at any time hereafter call or designate the property hereby conveyed or any part thereof or permit the same to be called or designated by any name which might suggest that the property is owned or occupied by the Incumbent for the time being of the said Benefice of Chesham Bois.

(ii) That no trade manufacture profession or business of any kind whatsoever and in particular (but without prejudice to the generality of the foregoing) no pig farming dog breeding or kennels shall be carried on or kept upon the property or any part thereof and that neither the property or any part thereof and that neither the property hereby conveyed nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used for any religious or political purpose or as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the said property or any part thereof PROVIDED ALWAYS that the use of the said property as the professional residence of a doctor solicitor accountant architect or such other professional residence as may be approved by the Vendor in writing shall not be a breach of this clause.

(iii) That no act deed matter or thing shall at any time be done suffered or permitted upon the property or any part thereof or (without prejudice to the next succeeding sub-clause) in or upon any buildings to be erected thereon or on any part thereof which may be or become a nuisance annoyance or disturbance to the Incumbent of the said Benefice for the time being or his successors or which may tend to depreciate or lessen the value of the adjoining or neighbouring property belonging to the said Benefice or any part thereof.

(iv) Not to erect or build or suffer or permit to be erected or built upon the property hereby conveyed or any part thereof any building or other erection except (a) a summerhouse greenhouse garage or other similar outbuilding or (b) a tennis court or swimming pool used in connection with the existing dwellinghouse in a position and in accordance with a design to be first approved in writing by the Vendor.

13. The existing use of the property shall be deemed to be in accordance with the Town and County Planning Acts and the Purchaser shall make no requisition or objection in respect of the user of the whole or any part of the property on the grounds that it contravenes the said Acts.

14. The Conveyance to the Purchaser will be exempt from Stamp Duty by virtue of Section 18 of the Parsonages Measure 1938 which incorporates Section 15 of the Clergy Residences Repair Act 1976.

15. The insurance of the property against fire is by special arrangement and is not transferable.

16. General Condition 4 shall not apply.

MEMORANDUM

I

Of

Do hereby acknowledge myself to be the Purchaser of the property described in the within Particulars for the sum

of £ _____ and having paid to Messrs Trollope and Winckworth of 16 Beaumont Street Oxford OX1

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 in all respects according to the within Particulars and Conditions of Sale.

AS WITNESS my hand this

day of

1983.

.....
Purchaser

Purchase Money £

Deposit £ _____

Balance £ _____

As agents for the Vendor The Bishop of Oxford we hereby confirm this sale and as Agents for the Vendor we hereby acknowledge receipt of the said deposit

.....
Auctioneer

.....
Vendor's Solicitors

1920

