

By Direction of the Lincoln Co-operative Society Limited

**THE RECTORY and
BURCHNALL'S FARMS
BRANSTON**

Near LINCOLN
LINCOLNSHIRE

Two Freehold and Highly Productive

ARABLE HOLDINGS

the whole extending to about

313 Acres

To be offered for Sale by Auction in Two Lots

at the

Corn Exchange, Lincoln

on

Friday, 18th March, 1977

at 3 p.m.



Woodroffe Walter & Son

Chartered Surveyors

Chartered Auctioneers and Estate Agents

South Street, Horncastle, Lincolnshire

(Telephone: Horncastle 2302/2305)

LINCOLNSHIRE

The Rectory and Burchnall's Farms

BRANSTON

Near Lincoln

Particulars and Plan of the Highly Productive

Arable Holdings

comprising altogether

Three Cottages, Substantial Farm Buildings and Corn Store

together with about

313.339 Acres

of

Fertile and highly productive Heath Land

To be offered for Sale by Auction in Two Lots

at the

Corn Exchange, Lincoln

on

Friday, 18th March, 1977

at 3 p.m.

Vacant Possession on Completion

(Subject to the occupation of the Cottages)

Auctioneers:
Woodroffe Walter & Son
South Street
Horncastle
(Telephone: 2302/2305)

Solicitors:
Andrew & Co.
St. Swithin's Square
Lincoln
(Telephone: 32123)

General Remarks and Information

Situation

The farms lie to north and south of the village which is some four miles south-east from the City of Lincoln. Modern Primary and Secondary Schools are available in the village.

Tenure

The tenure of the property is Freehold.

Vacant Possession

Vacant Possession of the farms subject to the occupancies mentioned herein will be given on the 14th May, 1977 or earlier by arrangement subject to the reservations here following.

Reservations

To hold a Sale by Auction on the premises of Cattle and Implements any time prior to completion and to store grain in the Corn Bins until the end of June, 1977 and to have access to load and remove corn until this time.

Sporting

The Sporting Rights over the farms are in hand.

Wayleaves

Lot 1. The sum of about £51.50 was received from the East Midland Electricity Board in respect of poles and stays for the year ending 31st December, 1976.

Outgoings

The properties are subject to the General Drainage Charge levied by the Anglian Water Authority which amounted to £27.57 for the year ending 31st March, 1977. This figure will be apportioned.

The Rateable Values and Rates payable in respect of the three dwellings are as follows:

Lot 1. Foreman's House	Rateable Value £107. Current years rates to 31st March, 1977, £72.00.
Lot 2. Cottage	Rateable Value £87. Current years rates to 31st March, 1977, £63.27.
Cottage	Rateable Value £80. Current years rates to 31st March, 1977, £58.18.

Farm Workers

The Lincoln Co-operative Society have notified all employees of the impending sale. It is hoped that the purchaser of the farms will give consideration to the continued employment of these farm workers.

Three of the employees are in occupation of the three dwellings, one in Lot 1 and two in Lot 2.

Tenantright

In addition to the purchase price the purchaser will be required to pay the usual tenantright valuation as assessed in accordance with the Agricultural Holdings Act 1948 and 1958 in respect of cultivations, seed corn sown, fertilisers for 1977 crops, labour on leading and spreading farmyard manure and the residual manurial value of fertilisers, lime and feeding stuffs. Hay and straw are to be taken over at valuation.

No claim for dilapidations of any nature will be recognised or accepted.

Fixtures and Fittings

Those detailed in these particulars are included in the Sale as are the water tanks in the various crewyards.

O.S. No. 320

O.S. No. 320 is being retained and will be sold in due course for residential development. The access from Heighington Road along the north boundary of this field is not included in the Sale of Lot 1.

Particulars and Plan

These have been carefully prepared and are believed to be correct, but their accuracy is not guaranteed and are published for the guidance of prospective purchasers. Any errors or omissions therein shall not annul the Sale nor entitle the purchaser to any compensation. Any dispute arising out of the particulars or as to any fixtures included in the sale or otherwise arising out of the Sale shall be referred to the Auctioneers as sole arbitrators and their decision shall be binding on all parties.

Viewing

The farms may be inspected at all reasonable times on production of a copy of these particulars. The cottages may only be inspected by prior appointment with the Auctioneers or with Mr. J. Good, Farm Foreman, (Telephone: Lincoln 791484).

2nd

£190000
£1352.43 Nov
B. Nelstrop.

Particulars

LOT 1
(edged red on plan)

Burchnall's Farm, Branston

extending to about

140.488 Acres

THE FOREMAN'S HOUSE

The Foreman's House built of stone with a cement rendered finish and pantile roof contains the following accommodation:

Entrance Conservatory, Lounge, Living Kitchen, Pantry, Bathroom with bath, handbasin and W.C., together with Landing and four Bedrooms on the first floor which is approached from two staircases.

Services

Electricity, Mains Water, Septic Tank Drainage. Gas is available. Telephone subject to G.P.O. regulations.

Occupant

Mr. J. Good, farm foreman at a rent of £1.00 per week. Landlord paying rates.

£1352.43 Nov

£190000

13 N

120000 BN

132000

140

150

160

170

180

190

THE FARM BUILDINGS

The Farm Buildings include brick, stone and asbestos roofed **Corn Store** (90 ft. x 18 ft. approx.). Brick, stone and tiled **Store**, with double doors and lean to **Store** one side.

Timber framed and corrugated iron clad **Combine Shed**, Stone timber and pantile six-bay open front **Tractor/Trailer Shed**.

Stone and corrugated iron two-bay open sided **Implement Shed** with lean-to one side.

Stone and tiled **Barn** with double doors having **Granary** over part.

Three timber and corrugated iron two and three-bay open fronted **Implement Stores**.

Range of stone, tiled and corrugated iron buildings including **Workshop/Spares Stores**, adjoining **Workshop/Tractor Shed**, **Spares Store** with **Loft** over, and **Oil Store**. **Two Garages** each with double doors. Lean-to **Spares Store**, further **Store**, **Loose Box**, timber and corrugated iron open fronted **Store** and **Poultry House** with passage and **Meal Store** at the back.

Timber asbestos and corrugated asbestos clad Nissen type **Deep Litter Poultry House**.

At Glebe Farm

Steel framed and corrugated iron clad four-bay **Dutch Barn**, stone and tiled former **Barn** with two-bay timber and corrugated iron open shelter **Shed** one end. **Two Crewyards** with concrete block side walls and with a timber and pantile eight-bay open fronted **Shelter Shed**.

THE LAND

The Land situate off Station and Heighington roads on the north side of the village adjoining land at present being developed for residential purposes and close to existing primary and secondary schools, must therefore have some future development potential. O.S. No. Pt. 320, 18½ acres, is being retained and the subsequent purchaser of the farm may have the opportunity of cropping this field for one year.

The soil is easy working deep bodied and fertile heath land capable of growing excellent crops of Sugar Beet, Potatoes and all Cereals. The land is virtually free from wild oats and so suitable for the growing of contract seed corn which the Society have done for a number of years.

Schedule

BURCHNALL'S FARM

O.S. No.	Description	Area	Cropping 1977
321	Arable	15.691	for Sugar Beet
314	Arable	20.771	for Potatoes, 10 acres for Barley, 10 acres
284	Arable	16.649	Winter Wheat
283 Pt. 268 south }	Arable	17.613	for Barley for Contract Seed
266 267 Pt. 268 north }	Arable	29.333	for Sugar Beet
265 264 }	Arable	31.743	for Barley for Contract Seed
Pt. 274	Waste Land and Track	.413	—
272	Arable and part Glebe Barn Buildings and Farm Road	6.973	Wheat
Pt. 318	Foreman's House and Yard, Buildings, etc.	1.302 est.	—
		<hr/> 140.488 <hr/>	

150

£210,000 (J. M. Tinsley)

Particulars £1214.92 Acres

LOT 2
(edged green on plan)

The Rectory Farm, Branston

extending to about

172.851 Acres

150,000

THE PAIR OF SEMI-DETACHED COTTAGES

160

The pair of Semi-detached Cottages situate at the back of the yard, are built of stone with slate roofs. Each contains the following accommodation: Lounge, Living Kitchen, Pantry, Bathroom with bath, handbasin and W.C., together with Landing and three Bedrooms.

170

180

Services

190

Electricity, Mains Water and Drainage.

Occupants

200

Mr. P. Good and Mr. C. Derry at a rent of £1.00 per week, Landlord paying rates. (Both tenants are employed by the vendors).

210

THE FARM BUILDINGS include:

Stone and tiled **Lorry Shed/Fertiliser Store** to hold about 75 tons on pallets. Adjoining **Barn** with raised floors. **Diesel Store, Store Shed.**
Brick and stone with a steel framed and corrugated asbestos roof **Crewyard** divided into two with a raised central feeding passage, one side being suitable as a **Potato Store.**
Stone and corrugated asbestos **Meal Store.**
Crewyard with four-bay open fronted Shelter Shed, and adjoining stone, brick and tiled **Potato pre-packing Shed** with concrete floor.
Steel framed and corrugated iron clad **four-bay Dutch Barn** with extension one end having 12 "Critall" Corn Bins 10 ft. x 10 ft. x 16 ft. deep with air vents, and "Allmet" **Drier** having capacity of four tons to the hour. Adjoining enclosed lean-to of similar construction having on the floor **Corn Store** (about 120 tons) one end and **Implement Store** at the front.
Timber framed and corrugated iron two-bay **Dutch Barn.**
Newly erected timber framed and corrugated iron clad pallet and potato box **Store** (about 33 ft. x 15 ft.) with double doors.
On the opposite side of the road is a steel framed and corrugated asbestos clad four-bay **Dutch Barn** (about 52 ft. x 27 ft.) having 6 ft. high concrete block side walls.

THE LAND

The Land situate on the south side of the village is in one block with good frontages to two council roads. The Farm Buildings are close by with a good access and concreted parking area close to the Corn Drier.
The soil is easy working deep bodied and fertile heath land capable of growing excellent crops of Sugar Beet, Potatoes and all Cereals. The land is virtually free of wild oats and so suitable for the growing of contract seed corn which the Society have done for a number of years.

Schedule

RECTORY FARM

O.S. No.	Description	Area	Cropping 1977
Pt. 638 } 639 }	Arable	19.286	for Barley 13 acres for Contract Seed Not cropped 5 acres
640 } 641 }	Arable	24.500	for Barley for Contract Seed
644 } 646 }	Arable	15.088	for Barley for Contract Seed
637 } 633 }	Arable	18.587	for Sugar Beet for Barley for Contract Seed
645 }	Arable	18.999	for Sugar Beet
647 } 658 }	Arable	18.957	for Sugar Beet
657 }	Arable	23.403	for Barley for Contract Seed
659 } 660 }	Arable	32.821	for Barley for Contract Seed
666 }	Arable		
Pt. 318	Two Cottages, Buildings, Corn Drier and Yard	1.210 est. —	
		<hr/> 172.851 Acres <hr/>	

Special Conditions of Sale

LOT 1

1. The property is sold subject to the Standard Conditions of Sale of the Lincolnshire Law Society set out below.
2. The date fixed for completion is 14th May, 1977.
3. The Vendor sells as Beneficial Owner.
4. The title commences with as to part with a Conveyance on Sale dated 10th October, 1919 and as to the remainder with a Conveyance on Sale dated 12th August, 1910.
5. Any interest payable under Condition 16 (1) of the Law Society's Conditions of Sale (1973 Revision) shall be calculated at a rate of 18 per centum per annum.
6. The property is sold subject to but with the benefit of the wayleaves referred to in the Agents Sale particulars.
7. The Vendor reserves the right to hold a sale by auction on the premises of Cattle and Implements at any time prior to completion and to store grain in the corn bins until 30th June, 1977 and also reserves the right of access to load and remove the corn until 30th June, 1977.
8. The only fixtures and fittings included in the sale are those shown in the Agent's Sale particulars.
9. Field O.S. Number 264 is sold subject to and with the benefit of the rights, covenants and obligations contained in a Deed of Grant dated 24th May, 1963 and made between the Vendor (1) and North Kesteven District Council (2) a copy whereof is annexed hereto.
10. The Conveyance to the Purchaser shall contain an agreement and declaration that the existing access to fields O.S. Numbers 321, 314, 284, and 283 from Heighington Road shall be thereby extinguished.
11. The property is sold subject to the following occupancies:

Property	Occupant	Terms
Burchnall's Farm		
Foreman's House	Mr. J. Good	Rent £1.00 per week Landlord pays rates
12. No charge will be made in the tenantry valuation for the temporary leys, and hay, fodder and straw will be taken over by the purchaser at market value.

Note:

Where the above conditions refer to copy documents, the same may be inspected at the offices of the Vendors' Solicitors or Auctioneers.

LOT 2

1. The property is sold subject to the Standard Conditions of Sale of the Lincolnshire Law Society set out below.
2. The date fixed for completion is 14th May, 1977.
3. The Vendor sells as Beneficial Owner.
4. The title commences with a Conveyance on Sale dated 13th August, 1910.
5. Any interest payable under Condition 16 (1) of the Law Society's Conditions of Sale (1973 Revision) shall be calculated at a rate of 18 per centum per annum.
6. The Vendor reserves the right to hold a sale by auction on the premises of Cattle and Implements at any time prior to completion and to store grain in the corn bins until 30th June, 1977 and also reserves the right of access to load and remove the corn until 30th June, 1977.
7. The only fixtures and fittings included in the sale are those shown in the Agent's Sale particulars.
8. The area of land described in the Schedule hereto as being Part O.S. Number 318 is now found by survey to have an area of 1.210 acres. The said conveyance of 13th August, 1910 (a copy of which is annexed hereto) conveyed the said Part O.S. Number 318 (with other land) to the Vendor referring to the land conveyed thereby in a Schedule and plan. The first item in the schedule is believed to refer (with other land) to the land now known as Part O.S. Number 318 although this is not so stated therein and the acreage is believed to have been wrongly estimated therein. The land now known as Part O.S. Number 318 is clearly part of the area delineated on the plan on the said conveyance of 13th August, 1910. The Vendors title is supported by the Statutory Declaration of Stanley Herbert James Bett a copy of which is annexed hereto and the Purchaser shall not raise any requisition or objection to the title to the said Part O.S. Number 318.
9. The property is sold subject to the following occupancies:

Property	Occupant	Terms
First Semi-detached Cottage	Mr. P. Good	Rent £1.00 per week Landlord pays rates
Second Semi-detached Cottage	Mr. C. Derry	Rent £1.00 per week Landlord pays rates
10. No charge will be made in the tenantry valuation for the temporary leys, and hay, fodder and straw will be taken over by the Purchaser at market value.

Note:

Where the above conditions refer to copy documents, the same may be inspected at the offices of the Vendor's Solicitors or Auctioneers.

Standard Conditions of Sale

of the Lincolnshire Law Society

(relating to both lots)

1. The Law Society's General Conditions of Sale (1973 Edition) shall be deemed to be incorporated herein except so far as the same are varied by or inconsistent with these Standard Conditions or the foregoing Special Conditions. In the case of any variation or inconsistency the provisions of the Special Conditions shall prevail.
2. **Tenure.** Unless otherwise stated the tenure is freehold.
3. **Outgoings.** Unless otherwise stated in the Contract the property is sold **subject** to all Tithe Redemption Annuity, Corn Rent and Drainage Rates or Drainage Charges (if any) affecting it.
4. **Agricultural Land.** (A) Where the Vendor is, or is the last person who has been, in occupation of the property or any part thereof for the purpose of farming the same and the property or part thereof (as the case may be) comprises agricultural land or fixed equipment as defined by the Agricultural Holdings Act, 1948, then the following provisions shall apply:
 - (1) The Purchaser shall (in addition to the purchase money) take and pay for the hay, fodder, straw (such straw being the produce of the last harvest) and roots upon the property on the day fixed for completion at a valuation based on consuming value, and for seeds sown and cultivations, labour and manure, fallows and acts of husbandry, temporary leys and the unexhausted value of lime, fertilisers and feeding stuffs also at a valuation as if the Vendor were an outgoing tenant and the Purchaser were an incoming tenant or landlord. The basis of such valuation shall be in accordance with the Agriculture (Calculation of value for Compensation) Regulations 1969 (or as from time to time varied) and in accordance with the Schedule of Allowances and Costings for the time being in force of the Lincolnshire Association of Agricultural Valuers. The method of determination of such valuation shall be in accordance with Section 70 of the Agricultural Holdings Act, 1948.
 - (2) No sum shall be claimed, debited or set-off by the Purchaser against the amount of any such valuation for any dilapidations or for any act or omission committed or omitted prior to the date of the contract in respect of any part of the property.
 - (3) The Vendor during the period between the date of the contract and the completion of the purchase or the rescission of the contract shall cultivate, crop and manage the property according to the rules of good husbandry, and shall have the right to sell off any potatoes, sugar beet, carrots or vegetable crops, to cut and dispose of all growing crops and garden produce and to stock any grazing land, but during the months of January, February, March and April prior to such completion with sheep only.
 - (4) Without prejudice to the foregoing provisions the Vendor:
 - (i) Will, as far as practicable, comply with any reasonable request in writing of the Purchaser as regards the preparation of the land for crops and the seeds to be sown (such seeds and any fertilisers therefor to be provided by the Purchaser), and
 - (ii) Will not (without the written consent of the Purchaser) sell off or remove any hay, fodder, straw (such straw being the produce of the last harvest), roots or manure from the property.

- (5) The expression "roots" used in this clause shall not include potatoes, sugar beet, carrots or vegetable crops.

(B) When such property or part thereof is let to a tenant, or when last farmed was farmed by a tenant, the Purchaser shall indemnify the Vendor against all claims in the nature of Tenantright and shall be entitled to all claims for dilapidations to which the Vendor is entitled, or would be but for this sale, save that when the contract provides for the Purchaser obtaining vacant possession, then claims in the nature of Tenantright above referred to shall not include claims for compensation for disturbance or for improvements for which a tenant is only entitled to compensation if the consent of the Landlord (or approval of the Minister of Agriculture) is required under the Agricultural Holdings Act 1948 or any subsisting amendment thereof.

