

HIGH STREET AND MAYBURY,
WOKING.

Particulars and Conditions of Sale
OF
VALUABLE

FREEHOLD PROPERTY

COMPRISING
Blacksmith's Shop, Grocer's Shop,

THREE DWELLING HOUSES,
AND
FIFTEEN COTTAGES,

The whole producing an aggregate Annual Rental of upwards of
£185.

WHICH

SALTER, SIMPSON & SONS

Are favoured with instructions from the Trustees for Sale under the Will
of the late Mr. EDWARD HILSON, to Sell by Auction,

In Dowsett & Mann's Auction Rooms, Woking,

(Near the Railway Station,)

On *FRIDAY, NOVEMBER 27th, 1896,*

AT SIX O'CLOCK IN THE EVENING,

IN EIGHT LOTS.

Mr. M. W. L. BROOKE,

ATTLEBOROUGH, NORFOLK;

Vendors' Solicitor.

(
20.11.96.-

Mr. B. B. B. B. B.
Mr. B. B. B. B. B.
Mr. B. B. B. B. B.



HIGH STREET AND MAYBURY,
WOKING.

PARTICULARS AND CONDITIONS OF SALE
OF
VALUABLE FREEHOLD

BUSINESS PREMISES and COTTAGES,

PRODUCING AN ANNUAL AGGREGATE RENTAL OF UPWARDS OF

£165.

AND COMPRISING:—

In HIGH STREET, WOKING VILLAGE,

BLACKSMITH'S SHOP, GROCER'S SHOP, TWO DWELLING HOUSES,

AND
SEVEN COTTAGES,

As occupied by Bedford, Harris, Smith, Potter, and others.

In MAYBURY.

DWELLING HOUSE and EIGHT COTTAGES,

Containing in all **1a. 2r. 30p.**, as occupied by Norman, Mant, Hicks, and others.

WHICH

SALTER, SIMPSON AND SONS

Are favoured with instructions from the Trustees for Sale under the Will of the late Mr. EDWARD HILDER, to Sell by Auction,

IN DOWSETT & MANN'S AUCTION ROOMS, WOKING,

(NEAR THE RAILWAY STATION),

On **FRIDAY, NOVEMBER 27th, 1896,**

AT SIX O'CLOCK IN THE EVENING,

IN EIGHT LOTS.

Further Particulars may be had of the AUCTIONEERS, Attleborough, Norfolk, and Bury St. Edmunds, Suffolk; of Mr. M. W. L. BROOKE, Attleborough, Norfolk, Vendors' Solicitor; or of Mr. OWEN POPE, Market House, High Street, Woking.

R. J. WINCH, PRINTER AND STATIONER, ATTLEBOROUGH.

PARTICULARS.

HIGH STREET, WOKING VILLAGE.

LOT 1.

A SUBSTANTIALLY-BUILT, RED BRICK

DWELLING HOUSE,

CONTAINING

GROCER'S SHOP,

Parlour, Small Sitting Room with French doors opening into Garden, Kitchen with Pump, and Four Bedrooms.

DETACHED IS

Wash House, Brick and Slated Building, suitable for Stable, Corrugated Iron Sheds, with Coal House, and other outbuildings;

ALSO

EXCELLENT PIECE OF GARDEN GROUND,

the whole containing *Oa. 1r. Op.*, (more or less), well situate in High Street, abutting upon Property of Mrs. Snooks, and Lot 2; in the occupation of Mr. Henry Bedford, at the Annual Rent of £18.

FREEHOLD.

This Lot is most advantageously situated for Business purposes, in the High Street, with doors for vehicles opening from the street to the rear.

The Fence and Brick Wall, dividing this Lot from Lot 2, is included in the purchase, as well as the Shop Fixtures; but the wood partition forming small room is the property of the Tenant.

350/- H Bedford

LOT 2.

TWO COTTAGES,

with numerous Outbuildings, and good piece of Garden Ground in the rear, as occupied by Harris and Fillingham, at Rents amounting to 6s.6d. per week.

It abuts upon Lots 1 and 3.

FREEHOLD.

The Fence dividing this Lot from Lot 3 is included in the purchase.

115/- Clamp

LOT 3,

THREE COTTAGES,

with Gardens, Outbuildings, and Pump; as occupied by Smith, Kern and Pullen, at Rents amounting to 7s.9d. per week.

This Lot abuts on Lot 2, and Property of Mr. Harris, and others.

FREEHOLD.

£
135 *Clamp*

LOT 4.

A PLASTER, BRICK AND TILED

DWELLING HOUSE,

with Two Sitting Rooms, Wash House, Kitchen and Four Bedrooms; also adjoining,

CAPITAL NEWLY-ERECTED

BLACKSMITH'S SHOP,

26ft. 6ins. long, by 29ft. 6ins. wide,

Piece of Garden Ground in the rear, and Well of Water; as occupied by Mr. Henry Bedford, and his under tenants, at the Annual Rent of £18.

This Lot abuts upon Property of Mr. Ryde, Mrs. Bullen, and Lot 5.

FREEHOLD.

The Purchaser of this Lot to raise, keep and maintain a substantial fence, 5ft. high, as staked out in the rear, at the east and west boundaries of the same.

An increasing trade has been carried on in these premises for many years, and being so well situated, with a good frontage to the street, it affords an excellent opportunity to those requiring to purchase convenient Business Premises.

280 *H Bedford*

LOT 5.

TWO COTTAGES,

with Piece of Land and Outbuildings in the rear, as occupied by Steven Smith, and George Potter, at Rents amounting to 7s. per week.

It abuts upon Property of the late Mr. Edward Hilder, Mr. Ryde, and Lot 4.

FREEHOLD.

The Vendors will erect a fence 5ft. high to divide this Lot from the Property retained by them, as staked out on the east boundary thereof.

The portion of the old wooden shed standing upon this Lot and Lot 4 is not included in the Purchase, but only the Site thereof.

155 *J. Whitburn*

IN MAYBURY.

LOT 6.

A ROW OF FOUR COTTAGES,

With Outbuildings, Garden, and Good Well of Water, as occupied by Norman, Bullock, Willins, and Woodrow;

ALSO DETACHED

A COTTAGE and GARDEN,

as occupied by Mant; the whole producing a Rent of 16s. per week, and containing in all Oa. 3r. 25p.

FREEHOLD.

This Lot has a Frontage to Two Roads, and abuts on land of the Necropolis Company and Lot 7.

The sheds and pig-styes are the property of the tenants.

The Fences on the north, east, and west boundaries of this Lot are included in the purchase.

380 offered - not sold

LOT 7.

A PLEASANTLY-SITUATED, RED BRICK AND SLATED

DWELLING HOUSE,

Containing Entrance Porch, Two Sitting Rooms, Two Bedrooms, Wash House, Larder

WOOD and SLATED STABLE and OUTHOUSES,

And CAPITAL PIECE OF GARDEN GROUND,

Good Well of Water; as occupied by Mr. S. E. Hilder.

ALSO ADJOINING

AN EXCELLENT COTTAGE,

with Garden, as occupied by John Hicks, and SHED occupied by Collyer, containing in all about Oa. 1r. 23p.

It abuts on Lot 6 and 8, and Property of the Necropolis Company.

FREEHOLD.

The Fences round this Lot are included in the purchase.

The Purchaser is to raise, keep and maintain a substantial fence to divide this Lot from Lot 8 as staked out and shown on Plan, which will be produced at the time of Sale.

The Fowls' House and Pig-styes are the property of the Tenants.

Thanks for yours just received. -

W Heath

LOT 8.

TWO WELL-BUILT COTTAGES,

with Outbuildings and Excellent Garden Ground, containing in all Oa. 1r. 22p., as occupied by Collyer and Bailey, at Rents amounting to 5s.6d. per. week.

FREEHOLD.

This Lot abuts on Lot 7 and the Property of the Necropolis Company.

The Sheds and Pig-styes thereon are the property of the tenants.

This Lot include the Passage between Collyer's Cottage and the Cottage occupied by Hicks, in Lot 7.

255 Ireland

HERITAGE WALKS ARCHIVE DOCUMENT

MEMORANDUM.

It is hereby agreed that

is the Purchaser of the Property described as Lot in the within Particulars, at the price of and he hath this day paid to Mr. M. W. LOMBE BROOKE, the Vendor's Solicitor, the sum of as a deposit and in part payment of the Purchase-money, and he doth agree to pay the residue thereof on the 6th day of January next, and it is agreed that the Title and Assurance shall be completed according to the annexed Conditions, all of which are to be observed. The said M. W. LOMBE BROOKE, as the Vendor's Agent, hereby confirms the said sale and acknowledges the receipt of the said deposit.

Dated this day of 1896.

<i>Purchase-money</i> .. .. .	£	..	..	..	..	..	..
<i>Deposit</i> .. .. .	£	..	..	..	..	..	..
<i>Balance</i> .. .. .	£	..	..	..	..	..	..

CONDITIONS OF SALE.

1. The highest bidder shall be the purchaser, and if any dispute shall arise as to the last or best bidder, the lot in dispute shall be put up again at the last undisputed bidding, or the Auctioneer may, if he shall think fit, determine the dispute, and his decision shall be binding on all parties. No person shall at any bidding advance less than the sum fixed by the Auctioneer at the time of Sale, or retract his bidding. The Vendors reserve the right of bidding and of making alterations in the arrangement of sale, at the time of sale.
2. Every Purchaser shall immediately after the sale pay to Mr. M. W. L. Brooke, the Vendors' Solicitor, a deposit of £10 per cent, upon the amount of his purchase-money, and sign an agreement to pay the remainder and complete his purchase according to these Conditions.
3. The remainder of the purchase-money of each Lot shall be paid and the purchase thereof shall be completed on the 6th day of January next, at the Office, in Attleborough, of the Vendors' Solicitor, and if from any cause whatever, the purchase of any Lot shall not be completed on that day, the Purchaser thereof shall pay to the Vendors interest after the rate of £5 per cent, per annum on the remainder of the purchase-money from that day until the completion of the purchase. The Purchaser of each Lot shall be entitled to possession or receipt of the rents and profits of the lot purchased by him from the said 6th day of January next, all taxes and outgoings up to that day being cleared by the Vendors, and all such rates, taxes, income and outgoings respectively as shall be current or accruing on that day, shall be apportioned between the Vendors and the Purchaser for the purpose of this Condition, and the amount found due on such apportionment shall be paid or allowed for, as the case may be, on completion.
4. The Vendors will deliver to each Purchaser, or his Solicitor, an abstract of the title to the lot purchased by him. If more than one lot shall be sold to the same Purchaser, such Purchaser shall be entitled to one abstract only of such muniments of title as relate to all the lots purchased by him. The title shall commence:—as to Lots 1, 2, 3, 4, and 5, with an Indenture of Conveyance to Edward Hilder, dated 31st August, 1878; as to part of Lot 6, with an Indenture of Conveyance to Edward Hilder, dated 31st August, 1871; and as to a small portion of Lot 6, with an Indenture of Conveyance from the London Necropolis Company to the said Edward Hilder, dated the 3rd June, 1890; as to part of Lots 7 and 8, with an Indenture of Conveyance to Edward Hilder, dated 3rd February, 1867; and as to other part thereof with Indenture of Conveyance from the London Necropolis Company, dated 11th December, 1873, and 3rd June, 1890.
5. The Vendors shall not be required to deliver, or produce, or obtain any copy of, or covenant to produce, or any abstract or extract of any instrument of assurance, documents, or evidence of title not in his possession, for verifying the abstract or otherwise, nor to give any information or explanation respecting the same, or account for the absence thereof; and the want of any such instrument of assurance, documents or evidences, or covenant to produce the same, or abstract or extract thereof, and the inability of the Vendors to produce information or explanation thereout, or to account for the absence thereof shall be no objection to the title, nor be a ground of delay in completing the purchase. And the recital or statement of any matter or fact whatsoever contained in any assurance, whether in the possession or power of the Vendors or not, dated twelve years ago or upwards, shall in itself and without further evidence or inquiry, be full and conclusive evidence of the fact so recited or stated. And all certificates, copies of entries in registers, or abstracts thereof, and other evidence to prove or establish any fact, matter, or thing whatsoever, and all stamping or restamping of documents dated more than twenty years since, which may be required by the purchaser, shall be made, and obtained by and at such purchaser's own expense.
6. No Purchaser shall require any further or other evidence of the identity of the lot or lots purchased by him with any of the property described in the abstracts of title, than such evidence as is afforded by a comparison of the descriptions in those documents and in the Particulars, and in case any lot is held under more than one title the Vendors shall not be required to distinguish or point out the parts held under each title.
7. The quantities of the lands forming the several lots are believed, and shall be deemed to be correctly stated in the Particulars, and no objection shall be made or compensation claimed on account of an error in quantity if any such be found. If any error, or omission, or mistake, or misstatement, or misdescription, or mistake, or omission, or error in the quantity or value of the property, or in the description of the purchase, the same shall not annul the sale, but if pointed out before completion of the purchase (but not otherwise) the Vendors or Purchaser, as the case may be, shall pay or allow compensation on account thereof, and the amount in case of dispute shall be settled by the arbitration of two referees, one to be appointed by each party, or by an umpire to be appointed by the two referees before they proceed in the reference. The reference shall be conducted so as with respect to the mode and consequence thereof to be in accordance with the provisions of The Arbitration Act, 1889, or any then subsisting statutory modification thereof.
8. The several lots are sold subject to the existing tenancies and to all incidents of tenure (if any), rights of way, light and other easements and rights in the nature of easements (if any) affecting the same, and to any subsisting liability under any Inclosure Award, covenant, or otherwise, to repair fences, roads or otherwise. The several lots are also sold subject to the rights (if any) of the tenants in respect of any fixtures in or upon the several lots, and every Purchaser shall be deemed to have notice of the terms upon which all the tenants of the several lots hold the same. In all cases where an entire sum for land tax, rent charge in lieu of tithes, or other outgoings, is payable in respect of the lands comprised in two or more lots, the Vendors shall not be required to obtain an apportionment of the same.
9. All objections or requisitions in respect of the Title or evidence of Title, or the Abstract, or the Particulars, or anything appearing therein shall be stated in writing and sent to the Vendors' Solicitor within ten days from the delivery of the Abstract; and all objections and requisitions not sent within that time shall be considered to be waived, and for the purpose of any objection or requisition the Abstract shall be deemed perfect if it supplies the information suggesting the same, although otherwise defective. If any objection or requisition be made and insisted on which the Vendors shall be unable or unwilling to remove or comply with, the Vendors shall be at liberty, (notwithstanding any immediate negotiation or litigation in respect thereof, or attempts to remove or comply with the same,) by notice in writing to the Purchaser by whom such objection or requisition shall be made, to rescind the sale; in which case the Purchaser shall receive back the deposit but without interest or costs, and shall return the Abstract of Title and any other papers in his possession belonging to the Vendors, but the Purchaser may, within seven days after receiving the notice to rescind, withdraw the objection or requisition, in which case the notice to rescind shall be deemed to be withdrawn also.
10. Upon payment of the residue of the purchase-money at the time and place aforesaid, the Vendors and all necessary parties shall make and execute to the Purchasers proper assurances of their respective lots, such assurances to be prepared by and at the expense of the Purchasers, and to be left by them respectively for execution at the office aforesaid not less than ten days before the said 6th day of January next; and the drafts of such assurances for perusal and approval on behalf of the Vendors shall be left at the said office at least twenty-one days before the day fixed for completion. The Vendors are Trustees for Sale, and the concurrence of the persons beneficially interested in the purchase-money shall not be required, nor shall the Vendors be required to enter into any other covenants than the statutory covenants implied by their conveying as Trustees.
11. Documents of Title in the Vendors' possession relating to several lots sold to different Purchasers and to no other property of the Vendors, will be delivered to the Purchaser whose purchase-money is the largest; after the sale of all the lots has been completed; and will in the meantime be retained by the Vendors. The Vendors will, as to all documents retained by them, give to every Purchaser of property to which the same relate, the usual statutory acknowledgments in respect thereof. Any purchaser to whom documents of title are delivered which relate to other lots than that purchased by him shall give to the purchasers of such other lots the usual statutory acknowledgments in respect thereof which shall be prepared by and at the expense of the purchaser requiring the same but perused and executed at the expense of the purchaser giving such acknowledgments.
12. 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 second sale go to 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.