

THE PARTICULARS & CONDITIONS OF SALE WITH PLAN  
 OF  
**Valuable Freehold Properties**  
 COMPRISING  
*The Horsell Nurseries, near Woking Station, Surrey.*

KEY PLAN.



FOR SALE BY AUCTION,  
 At the "White Hart" Hotel, Guildford,  
 ON SATURDAY, SEPTEMBER 23rd, 1899, at half-past Three o'clock.

Auctioneers:  
 MESSRS. H. W. T. & LEE,  
 14, High Street,  
 Guildford.

Solicitors:  
 MESSRS. SNALL & CO.,  
 High Street,  
 Guildford.

TO LAND COMPANIES, BUILDERS, INVESTORS, AND OTHERS.

## Sale of the Horsell Nurseries.

THE PARTICULARS & CONDITIONS OF SALE WITH PLAN

OF THE FOLLOWING VALUABLE PROPERTIES

### **A Freehold BUILDING ESTATE**

Of about 3a. 2r. 17p. adjoining the Grove Road, Wheatsheaf Bridge, Horsell, together

WITH A PAIR OF SEMI-DETACHED COTTAGES THEREON.

### **The Valuable Freehold Nursery Land**

Occupying an Area of 7a. 3r. 9p. (little more or less) having a valuable Frontage of about 980-feet in the heart of the Village, ripe for immediate development, with

THE DWELLING HOUSE AND OUT-BUILDINGS THEREON.

### **A MODERN-BUILT DWELLING HOUSE**

And about 5a. Or. 35p. of Nursery Land,

With a Frontage of about 317-ft. to the Main Street, valuable as a whole or for sub-division for Building.

### **THE ADJOINING NURSERY LAND**

Occupying an Area of about 6a. Or. 6p. with a Main Street Frontage of about 600-ft. ripe for development.

### **A FREEHOLD DWELLING HOUSE AND LARGE GARDEN Known as "The Plat."**

A CHOICE BUILDING SITE ADJOINING  
A COTTAGE AND GARDEN ADJOINING

Now in the occupation of Mr. FREDERICK COBBETT.

A Valuable PARCEL of FREEHOLD LAND, on the Basingstoke Canal, near the Wheatsheaf Bridge, Woking.

FOR SALE BY AUCTION BY

## MESSRS. HEWETT & LEE

At the "White Hart" Hotel, Guildford,

ON SATURDAY, SEPTEMBER 23rd, 1899, at  $\frac{1}{2}$ -past 3 o'clock,

BY ORDER OF THE OWNERS.

Particulars with Plans and Conditions of Sale may be obtained of Messrs. SMALLPEICE, Solicitors, and post free of Messrs. HEWETT & LEE, Auctioneers and Estate Agents, both of Guildford, Surrey.

# PARTICULARS.

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LOT 1.

(Coloured Pink on Plan.)

— A —

## **FREEHOLD BUILDING ESTATE,**

Very advantageously situate **ADJOINING THE GROVE ROAD**, near to the **Wheatsheaf Bridge**,  
**HORSELL, SURREY**, a few minutes walk from **Woking L. & S.W.R. Station**.

It comprises a large piece of Land, Ripe for Building, and well adapted for

*SITES FOR THE ERECTION OF SMALL HOUSE PROPERTY*

For which there appears to be an almost unlimited demand in this rapidly growing neighbourhood;

AND A

**Pair of Old Fashioned semi-detached Cottages**

**WITH LARGE GARDENS.**

THE WHOLE COMPRISING

**AN AREA OF ABOUT 3A. 2R. 17P.**

Each Cottage containing 4 rooms, one in the occupation of **JAMES HAMPSHIRE**, a yearly tenant at a rental of £5 per annum (Michaelmas Entry), tenant paying Rates, the other in the occupation of **FREDERICK STEVENS**, a quarterly tenant at a rental of £8 per annum, landlords paying Rates.

The site of **Grove Road**, which formerly belonged to the Vendors, was with other adjoining land conveyed by them to a purchaser in the year 1890, who by his conveyance granted to the Vendors for the use and enjoyment of this Lot a right of way over this Road during the residue then unexpired of the term of 1000 years for which this Lot is at present held as is mentioned in the 4th Condition of Sale, and the Vendors will in and by the conveyance of this Lot to the purchaser thereof assign such right of way to him for the residue of the term above mentioned.

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*The Property is bounded on three sides by **Horsell Common**, and on the West side by the **Wheatsheaf Building Estate** recently developed.*

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The purchase of this Lot shall be completed on the 11th November next.

The Growing Timber will be included in the purchase.

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LOT 2.

(Coloured Yellow on Plan.)

## **A Charming Freehold Estate,**

BEAUTIFULLY TIMBERED with fine specimen CEDAR OF LEBANON (of probably 100 years growth), THUJAS, WEEPING ELMS, COPPER BEECH, etc.

FOR MANY YEARS KNOWN AS

### **THE HORSELL NURSERY GARDENS,**

OCCUPYING

### **AN AREA OF 7A. 3R. 9P.**

(LITTLE MORE OR LESS),

In the centre of the VILLAGE OF HORSELL, on the Southern and Western slope of a hill, adjoining St. Mary's Church,

POSSESSING A

### **Valuable Building Frontage of about 980 feet to the Main Street,**

Which might be vastly increased if desired by laying out a new Road through the Property,

TOGETHER WITH

## **THE DWELLING HOUSE**

THEREON,

Now occupied by Mr. JAMES COBBETT, and the erections of

### **STABLING AND SHEDS,**

AND

### **All the Trees of Mature Growth**

MARKED WITH WHITE PAINT.

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The Property is situate at a convenient distance yet easy of access to and from Woking Station, L. & S.W.R.

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To enable the Vendors to dispose of the Nursery Stock on the land comprised in this Lot, the 25th day of March next is fixed for completion of the purchase, prior to which date the Vendors will sell such Stock and any other effects on the premises by Public Auction or otherwise.

Possession will be given on completion of the purchase subject to the right of any person who shall have previously purchased any Nursery Stock on the land to take and remove the same within one calendar month after completion of the purchase.

*The above Condition will apply to Lots 2, 3, 4, 5, 6, and 7.*

*NOTE.—There is a right of way to an adjoining owner over the foot path on the north side of the present dwelling house.*

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LOT 3.

(Coloured Green on Plan.)

# A FREEHOLD DWELLING HOUSE,

TOGETHER WITH ABOUT

5a. Or. 35p,

OF THE SURROUNDING

## NURSERY GARDENS,

BEAUTIFULLY TIMBERED with specimen CEDARS, WELLINGTONIAS, THUJAS, CORK TREE, EVERGREEN OAKS, HORSE CHESNUTS, WEeping ELMS, etc., sheltered and divided by hedges of Arborvitte, Beech, and Hornbeam,

HAVING A

Frontage of about 317 feet to the Main Road,

In the VILLAGE OF HORSELL, SURREY,

TOGETHER WITH THE

Erections of Greenhouses, Forcing Pits, Potting and  
Packing Sheds, and Office thereon,

And THE SPECIMEN TREES marked with white paint (which will be included in the purchase).

*The House is of modern construction,*

### AND CONTAINS

ENTRANCE HALL.  
DRAWING ROOM, 18-ft. × 14-ft., opening with a French casement to gardens.  
DINING ROOM, 14-ft. × 14-ft.  
KITCHEN.  
SCULLERY. LARDER.  
FOUR BEDROOMS.  
DRESSING ROOM and Linen Cupboard.

And is now in the occupation of the MISSES COBBETT.

It is a desirable Country Residence with Grounds and Surplus Lands immediately available for further building developement if desired.

*NOTE.—The soil of one half of the foot path dividing this Lot from Lot 4 is included in this purchase.*

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LOT 4.

*(Coloured Blue on Plan.)*

THE ADJOINING

# Freehold Nursery Land,

RIPE FOR BUILDING DEVELOPEMENT,

Occupying an Area of 6a. Or. 6p.

LITTLE MORE OR LESS;

HAVING A FRONTAGE OF ABOUT 600-FT. TO THE MAIN ST.,  
IN THE VILLAGE OF HORSELL, SURREY.

The specimen trees marked with white paint will be included in the purchase.

*NOTE.—The Soil of one-half of the foot-path dividing this Lot from Lot 3 is included in this purchase.*

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LOT 5.

*(Coloured Red on Plan.)*

## A FREEHOLD PROPERTY

COMPRISING A

Brick-built with slated roof Dwelling House

KNOWN AS

### **“The Plat,”**

Containing 2 Sitting Rooms, Kitchen and Scullery, Large Pantry, and 4 Bedrooms, as now in the occupation of MR. HENRY COBBETT, together with a Large Garden adjoining, having

A FRONTAGE OF ABOUT 100-FEET

And a Depth of about 160-feet, very

PLEASANTLY SITUATE IN THE VILLAGE OF HORSELL.

The Purchaser will be required to forthwith erect and afterwards maintain a good and sufficient fence on the East side of the Property to divide it from Lot 6.

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LOT 6.

(Coloured Yellow on Plan.)

A PLOT OF FREEHOLD  
BUILDING LAND

HAVING A

*Frontage of 75-feet to the main road, in the Village of Horsell, Surrey, with  
a Depth of about 175-feet.*

The Purchaser will be required forthwith to erect and afterwards maintain a good and sufficient fence on the East side of this Lot to divide it from Lot 7.

The Purchaser of this Lot will, on completion, be required to enter into a covenant with the Vendors, or other, the owners, or owner, of Lot 7 binding himself and his successors in title not to build anything on this Lot other than one (and only one) detached private Dwelling House, which is to be of an annual value of £25 at the least.

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LOT 7.

(Coloured Blue on Plan.)

A FREEHOLD COTTAGE

CONTAINING

2 SITTING ROOMS, KITCHEN, LARDER, 4 BEDROOMS, as now in the occupation of Mr. FREDERICK COBBETT,

WITH THE GARDEN,

HAVING A

*Frontage of 80-feet to the Street in the Village of Horsell, Surrey, and a Depth  
of about 185 feet.*

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LOT 8.

ALL THAT VALUABLE  
PIECE OF FREEHOLD LAND,

(As now fenced off) formerly the site of a Coal Shed,

On the BASINGSTOKE CANAL, situate about 250 yards West of the Wheatsheaf Bridge,  
and within a few minutes' walk of Woking Station,

Suitable for the erection of a Storehouse or Warehouse.

The purchase of this Lot shall be completed on the 11th November next.

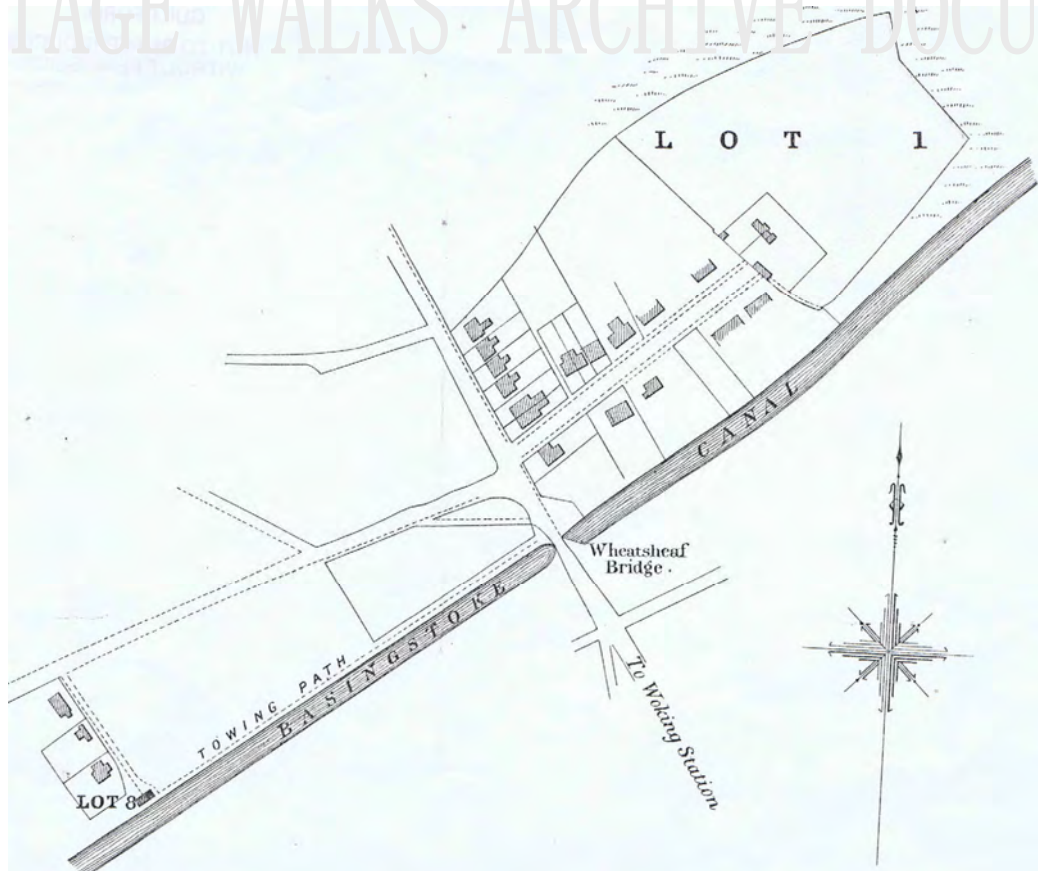
# HERITAGE WALKS ARCHIVE DOCUMENT

## CONDITIONS OF SALE

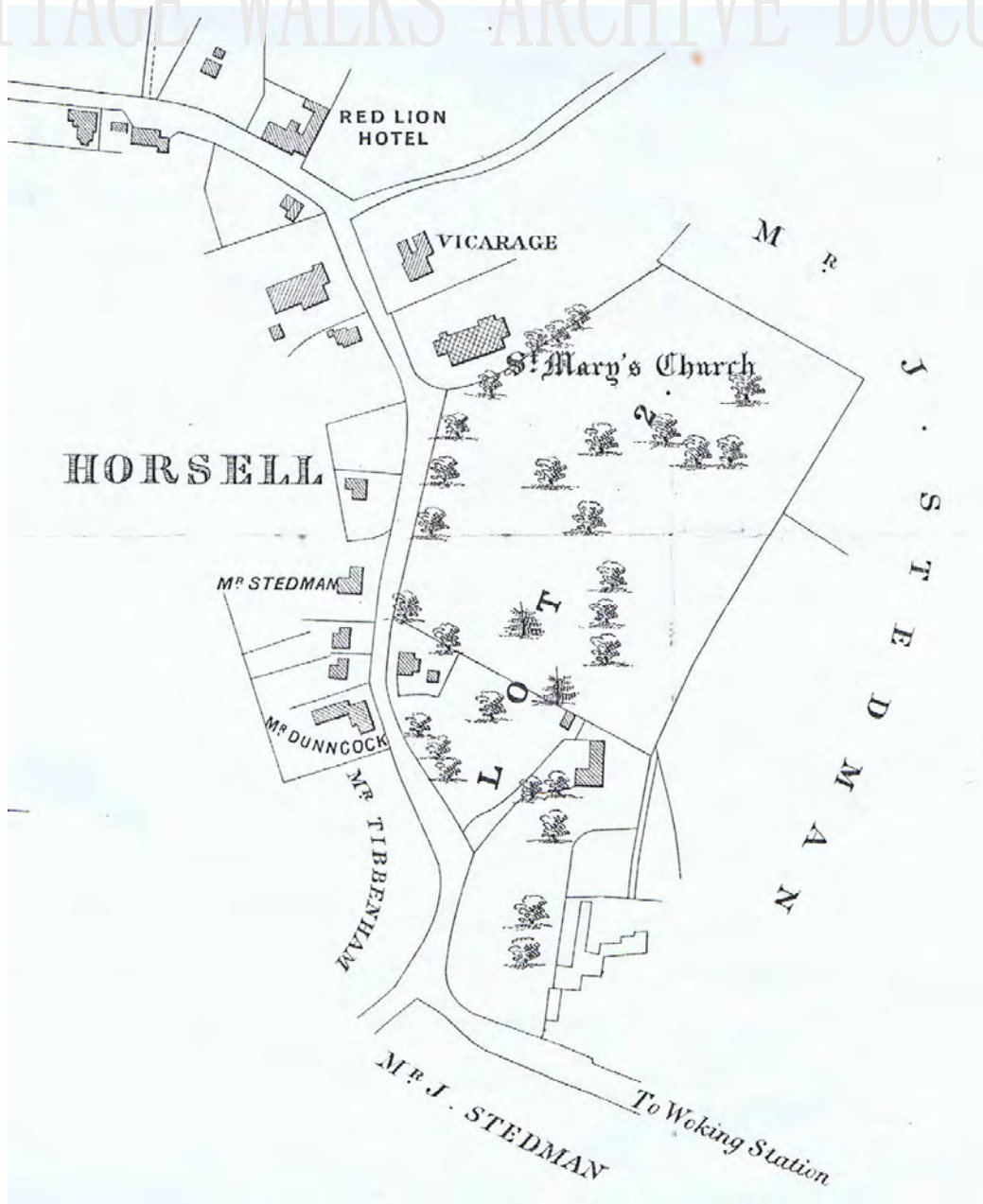
- 1.—The highest bidder for each lot shall be the purchaser thereof subject to a right to be reserved to the vendors of bidding by themselves or their agents and if any dispute shall arise respecting any bidding the lot shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than a sum to be fixed by the auctioneers at the time of sale, and no bidding shall be retracted.
- 2.—Each purchaser shall immediately after the sale pay to the auctioneers a deposit of £10 per cent. upon the amount of his purchase-money and sign the subjoined agreement.
- 3.—The purchaser of each lot shall pay the remainder of his purchase-money and his purchase shall be completed on the day appointed for completion of the purchase of his lot in the particulars at the office at Guildford of Messrs. SMALLPEICE, the vendors' solicitors. If from any cause whatever, other than the willful default of the vendors, the purchase of any lot shall not be completed on the appointed day the purchaser in default shall pay to the vendors interest at the rate of £5 per cent. per annum on the remainder of his purchase-money from that day until the completion of his purchase. All outgoings up to the date or dates fixed for completion of the purchase of the respective lots will be cleared by the vendors, and if necessary such outgoings shall be apportioned for the purposes of this condition.
- 4.—The title to the several lots shall commence as follows :—As to lot 1, the property is held under a lease from the Lord of the Manor of Pyrford, dated the 1st December, 1685, whereby the property was demised for a term of 1000 years from the feast day of St. Michael the Archangel then last past, at the yearly rent of 5*s.*, and (after divers mesne assignments) was assigned to Thomas Whitburn by an indenture of assignment, dated the 29th September, 1790. The title shall consist of the original lease and of the said assignment and no purchaser shall require the production of the mesne assignments or any of them. As to lot 2, the title shall commence with an indenture of conveyance on sale dated the 13th of January, 1877. As to lots 3, 4, 5, 6 and 7, the greater part of the property comprised in lots 3 and 4 and the whole of the property comprised in lots 5, 6 and 7 are held under a lease dated 29th August 16 Charles 1, for the residue of a term of 1000 years from the feast of St. James the Apostle then last at the yearly rent of a peppercorn. So much of lots 3 and 4 as is held under this lease was (after divers mesne assignments) assigned to Henry Cobbett by an indenture of assignment dated the 6th November, 1841, and lots 5, 6 and 7 were (after divers mesne assignments) assigned to Henry Cobbett and Carmi Cobbett by an indenture of assignment dated the 28th September, 1855. The title to so much of lots 3 and 4 as is held under the said lease shall consist of such lease and of the said assignment of the 6th November, 1841; and no purchaser shall require the production of the mesne assignments or any of lease and of the said assignment of the 28th September, 1855; and no purchaser shall require the production of the mesne assignments or any of them. The remaining part of the property comprised in lots 3 and 4 is copyhold of the Manor of Pyrford, and the title thereto shall commence with the admission of Henry Cobbett and James Cobbett to themselves from the Right Honourable the Earl of Onslow, the present Lord of the Manor of Pyrford, and will obtain before completion of the purchase of the said lease of the 1st December, 1685, and it shall be assumed that the said Earl has power to dispose of the reversion in fee expectant on the said lease of the 1st December, 1685, and it shall be assumed that the said Earl has power to call for the title to such reversion in fee. The purchaser of such lot shall not have the right to call for the title to such reversion. With regard to the copyhold part of lots 3 and 4, the vendors are taking the necessary steps to convert this property into freehold by enfranchisement and will before completion obtain an enfranchisement from the said Earl, as the present Lord of the Manor of Pyrford, and it shall be assumed that the said Earl has power to make the enfranchisement. As to the remainder of lots 3 and 4 and the whole of lots 5, 6 and 7 the vendors will before completion execute a deed under section 65 of the Conveyancing and Law of Property Act, 1881, enlarging the term of years for which these properties are held into a fee simple and it shall be assumed that the vendors have power to enlarge the said term accordingly. The said lease of the 1st December, 1685, and an abstract of the said lease of the 29th August 16 Charles 1, can be inspected at the office aforesaid before the sale during office hours and will be in the sale room at the time of sale ready for production to any purchaser requiring to see the same and each purchaser affected thereby whether he inspect the same or not shall be deemed to have accepted of all the terms thereof. Every recital or statement contained in a deed or other instrument dated 12 years or upwards before the day of sale is to be accepted as conclusive evidence of the matter or fact recited or stated.
- 5.—If any document of title dated prior to the 16th day of May, 1888, shall be found to be unstamped or insufficiently stamped the expense of stamping if required by any purchaser shall be borne by him and no objection shall be made on account of the absence or insufficiency of any stamp.
- 6.—Should any question arise as to the identity of the premises comprised in any lot described in the particulars with those described in the documents abstracted, the purchaser thereof shall be furnished, at his own expense, with a statutory declaration by the vendors, or some other person, that the premises have been held in conformity with the title deduced for 20 years last past, except in cases where the title by these conditions is limited to commence at a shorter date than 20 years, and in such cases for the period for which the title is shown, and thereupon the requisition in respect of identity shall be considered as satisfied. Every lot is believed and shall be taken to be correctly described in the particulars and plan, and, being open to inspection, purchasers shall be deemed to buy with full knowledge of the actual quantities and condition thereof, and no objection shall be made on the ground that the quantity of lot 1, mentioned in the lease of the 1st December, 1685, is less than the quantity mentioned in the particulars of such lot. The vendors shall not be required to distinguish the leasehold from the copyhold portions of lots 3 and 4. If any error shall be found in the particulars or plan, the same shall not annul the sale, nor shall any compensation be allowed in respect thereof.
- 7.—Each lot is sold subject to such rights of way, water, drainage, and other easements as are mentioned in the particulars, or as may be ascertained to be charged thereon, or to affect the same, and to any subsisting liability under enclosure, award, private act, covenant or otherwise, to repair fences or roads.
- 8.—Such of the muniments of title in the vendors' possession as relate solely to one lot and to no other property of the vendors, shall be delivered to the purchaser of that lot, and such muniments of title in the vendors' possession as relate to more than one lot and to no other property of the vendors, shall be delivered to the purchaser of the largest part in value of the lots to which the same relate, after the sale of all such lots shall have been completed, and will in the meantime be retained by the vendors, who will give to the purchaser or purchasers of other property to which the same respectively relate, and who shall require the same an acknowledgment of their right to production and to the delivery of copies thereof, and an undertaking for their safe custody, and every such acknowledgment and undertaking shall be prepared by and at the expense of the purchaser to whom it is given, and shall be perused by or on behalf of the vendors at their own expense.
- 9.—All objections or requisitions in respect of the title, or the abstract, or the particulars, or the conditions, or anything appearing therein respectively, shall be stated in writing and sent to the vendors' solicitors, within ten days of the receipt of the abstract. All objections and requisitions not so stated and sent shall be considered as waived. An answer to any such objections or requisitions to be replied to in writing, within five days from the delivery thereof, or otherwise it is to be considered as satisfactory. In this condition time shall be of the essence of the contract. If any purchaser shall make any objection or requisition as to particulars or conditions of sale, title, evidence, or commencement of title, conveyance, or otherwise, which the vendors shall be unable or shall not think fit to remove or comply with, and shall not withdraw the same within five days after being required so to do by the vendors in writing, the vendors shall be at liberty (notwithstanding any intermediate negotiations or litigation on the subject of such objection or requisition, or attempt to remove or comply with the same) by notice in writing to such purchaser to rescind the sale, in which case such purchaser shall receive back his deposit, without interest or costs, and shall return all papers in his possession belonging to the vendors.
- 10.—Upon payment of the residue of the purchase-money, at the time and place aforesaid, the vendors, and all other necessary parties (if any), shall make and execute to each purchaser an assurance of the lot purchased by him, such assurance to be prepared by and at the expense of the purchaser, and to be left by him at the office of the vendors' solicitors for execution, not less than five days before the day appointed for completion; and the getting in of all outstanding estates and interests (if any) shall be at the expense of the purchaser requiring the same.
- LASTLY.—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 of the lot in respect of which default has been made, either by public auction or by private contract, and the deficiency (if any) occasioned by such second sale, together with all expenses attending the same, shall, immediately after such sale, be made good by the defaulter at the present sale, and in case of non-payment the same shall be recoverable by the vendors as and for liquidated damages, and it shall not be necessary for the vendors to tender a conveyance or other assurance to the purchaser, and the profit (if any) arising from such resale shall belong to the vendors.



# HERITAGE WALKS ARCHIVE DOCUMENT



# HERITAGE WALKS ARCHIVE DOCUMENT

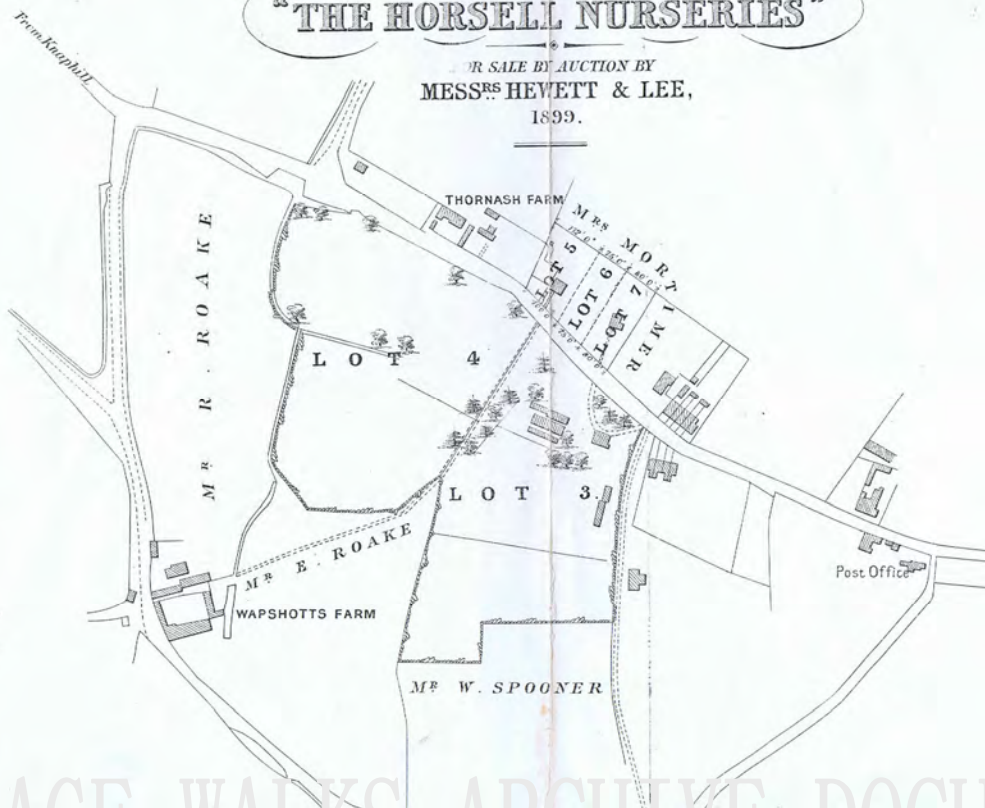


HORSELL, SURREY.

Plan of  
VALUABLE FREEHOLD PROPERTIES,  
and *Choice Residential Sites,*

KNOWN AS  
"THE HORSELL NURSERIES"

TO BE SOLD BY AUCTION BY  
MESSRS HEWETT & LEE,  
1899.



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