Portions of the Great Wakering Estate ESSEX.

Owing to the recent Strike this Sale has been postponed until Saturday, JUNE 12th, 1926.

Solicitors:

Messrs. CRICK & FREEMAN, Maldon, Essex.

Auctioneers:

Mesers ALERED SAVILL & SONS Sta Lincoln's Inn Bielde W.C.

GREAT WAKERING, ESSEX

Four miles from Southend and two miles from Shoeburyness.

Particulars, Plan and Conditions of Sale

OF THE

Valuable Freehold Properties

INCLUDING

The ATTRACTIVE, WELL-BUILT RESIDENCE known as

WHITEHALL

Accommodation Lands

with considerable prospective Building Value.

Greengrocer's Shop and Orchard in the High Street

Eight Cottages and Gardens

And the PASTURE FARM situate and being

RUSHLEY ISLAND

The Whole comprising an Area of about

242a.

2r.

1p.

WHICH MESSRS.

ALFRED SAVILL & SONS

Are instructed to Sell by Auction,

At the Hotel Victoria, Southend-on-Sea,
On SATURDAY, the 29th day of MAY, 1926,

At 3 o'clock precisely, IN EIGHT LOTS.

Copies of these Particulars may be obtained from Messrs. CRICK & FREEMAN, Solicitors, Maldon, Essex; and at the Auctioneers' Offices,

51a, LINCOLN'S INN FIELDS, W.C.2.

PARTICULARS.

LOT 1.

(Coloured Red on Plan).

The Choice Block of Market Garden or Building Land

SITUATE AT

NORTH SHOEBURY

Close to Great Wakering and about 11 miles from Shoeburyness.

Having Frontages to Two Main Roads of about 1,100 feet and comprising about

14a. 0r. 15p.

Suitable for growing Early Market Garden Produce or for the Erection of Glasshouses or Development for Building purposes.

Let, with other Land, to Mr. Caleb Rayner on a Yearly (Michaelmas) Tenancy, the Rent apportioned in respect of this lot being

£50 per annum.

Tithe commuted at £7 3s. 1d.

The Tenant is prepared to give up possession of the whole of the Land on the 29th September next on being paid such tenant right and compensation as he is entitled to under his Agreement and being allowed time for clearing the Potato Crop and to clamp the Potatoes, when cleared, on this lot until the 31st March, 1927, or possession can be obtained at any time for Building purposes on his being paid for Growing Crops (if any) and for Unexhausted Manure.

The Right-of-way which is at present used through Lot 4 to this lot will not be included in the sale.

LOT 2.

(Coloured Green on Plan).

Another Choice Block of Market Garden or Building Land

Having a Frontage of about 600 feet to the road from Shoeburyness to Great Wakering, being near the previous lot and comprising about

9a. 1r. 30p.

Also suitable for Growing Early Market Garden Produce or for the Erection of Glass-houses or Development for Building purposes.

Let, with other Land, to Mr. Caleb Rayner on a Yearly (Michaelmas) Tenancy, the Rent apportioned in respect of this lot being

£34 per annum.

Tithe commuted at £4 15s. 5d.

The Tenant is prepared to give up possession of the whole of the Land on the 29th September next on being paid such tenant right and compensation as he is entitled to under his Agreement and being allowed time for clearing the Potato Crop and to clamp the Potatoes, when cleared, on this lot until the 31st March, 1927, or possession can be obtained at any time for Building purposes on his being paid for Growing Crops (if any) and for Unexhausted Manure.

There is a Well and Pump upon this lot and the right will be reserved for the Owners and Occupiers of Lots 3 and 4 to use the Well and Pump with the right of access thereto and to cleanse and repair them. If at any time hereafter the water should be laid on to those lots, this right shall cease.

Lots 3 and 4 will first be offered together and if not so sold, in two lots, as follows:—

LOT 3.

(Coloured Blue on Plan).

Two Pairs of Cottages

Brick-built and slated, known together with Lot 4 as

BARNHOUSES

Situate at North Shoebury on the main road from Shoeburyness to Great Wakering and containing:—

One pair: Five Rooms each; and the other pair: Four Rooms each.

With good Gardens, in all an Area of about

1r. 6p.

Let on Weekly Tenancies to A. Collins, A. Clark, Mrs. Maundrell and A. Easter at Rentals amounting to

£40 8s. per annum

Landlord paying Outgoings.

The Water Supply is from a Well with Pump upon Lot 2 on the opposite side of the road and the right to use these will be given to this lot jointly with Lot 4, each being responsible for a moiety of the cost of cleansing and keeping them in repair. If the water should be laid on at any future time to the Cottages included in this lot the right to use the Well and Pump shall cease.

A Small Piece of the Garden let with the Cottage held by A. Easter marked A on the Plan will be included with Lot 4, the Apportioned Rent thereon being 2s. per annum.

And another Piece of Garden let with the Cottage held by A. Clark marked B on the Plan will also be included with Lot 4, the Apportioned Rent thereon being 5s. per annum.

LOT 4.

(Coloured Brown on Plan).

A Row of Four Cottages

Timber-built and tiled, known together with Lot 3 as

BARNHOUSES

Situate adjoining the previous lot and containing:-

Three Cottages: Four Rooms each and One Cottage: Three Rooms, with Large Gardens, in all an Area of about

2r. 28p.

Let on Weekly Tenancies to S. Bacon, S. Cardar, Mrs. Arnold and T. Robinson at Rentals amounting to

£37 1s. per annum

Landlord paying Outgoings.

The Water Supply is from a Well with Pump upon Lot 2 on the opposite side of the road, and the right to use these will be given to this lot jointly with Lot 3, each being responsible for a moiety of the cost of cleansing and keeping them in repair. If the water should be laid on at any future time to the Cottages included in this lot the right to use the Well and Pump shall cease.

The Two Pieces of Garden marked A and B on Plan are included in the lettings of the Cottages held by A. Easter and A. Clark in the previous lot and will be sold subject to their tenancies, the Apportioned Rents thereon being 7s. per annum.

The Right-of-way which is at present used through this lot to Lot 1 will not be included with that lot.

LOT 5.

(Coloured Red on Plan).

WHITEHALL GREAT WAKERING, ESSEX

Is a Well-built Residence of brick and slate pleasantly situate near the Church about two miles from Shoeburyness Station on the L.M. and S. Railway and four miles from Southend-on-Sea.

The accommodation comprises:-

ON THE GROUND FLOOR.—Entrance Hall (heated by an anthracite stove), out of which is a Cloak Room; Morning Room, 14ft. by 13ft., with large Cupboard; Dining Room, 22ft. by 16ft.; Drawing Room, 20ft. by 16ft.; Study.

Passage with Garden Entrance, Lavatory and W.C.

The DOMESTIC OFFICES include Kitchen fitted with double "Eagle" range, cupboard and dresser, Scullery with range, Larder and Boot and Brush Cupboards in Passage.

There are also Two Cellars.

ON THE FIRST FLOOR, approached by Two Staircases, South-East Bed Room, 16ft. by 17ft., leading to Dressing Room; South-West Bed Room, 17ft. by 16ft., also leading to previous Dressing Room; Nursery, 14ft. by 13ft.; Middle West Bed Room, 13ft. by 13ft.; North-East Bed Room, 14ft. by 14ft.; Bath Room with bath and lavatory basin (hot and cold); W.C.; Two Maid's Bed Rooms. Most of the Bed Rooms are fitted with good cupboards.

The Electric Light is installed throughout the House and, together with the Handsome Fittings, will be included in the sale.

The Spring and other Blinds to the windows will also be included.

Company's Water is laid on.

In the rear of the house are

The Outbuildings

consisting of Back Kitchen, Coal Shed, Wood Shed, Bicycle Shed, Engine Room for the electric light, Carpenter's Shop and Building formerly a Granary, Fowlhouse, Store Room, Stable and Harness Room.

The 2½-h.p. Petter Oil Engine with 14 cells for generating the Electric Light will be included in the Sale.

The Grounds

include a Pleasure Garden with a handsome Cedar Tree, Tool House and Servants' W.C., and a Walled-in Kitchen Garden.

On the opposite side of the road is a Spacious Tennis Lawn, together with a double Motor Garage, a Covered Washing Place and Stable, also a

Cottage

containing Sitting Room, Three Bed Rooms, Tank Room, Bath Room, Kitchen and W.C., Small Orchard.

The whole comprising an Area of about

1a. 3r. 20p.

With Possession at Christmas, 1926.

The small Stable and Harness Room occupied by Mr. A. Grigg with Lot 6 is included in this lot at an Apportioned Rent of 10s. per annum. Mr. Grigg will give up possession at any time when required to do so.

This lot will be sold with the right to use the Cesspool and Drain thereto and the Overflow upon Lot 6, together with the right to enter and empty and repair the same, but if at any time hereafter the drainage from Whitehall shall be connected into a main sewer this right shall cease.

It will also be sold with the right to use the Cesspool and Drain thereto and the drain taking the Overflow therefrom on the North side of the Cottage opposite Whitehall in the Farmyard and the right to enter and empty and repair the same, but if at any time hereafter the drainage of the Cottage shall be connected into a main sewer this right shall

cease.

LOT 6.

(Coloured Blue on Plan).

House with Greengrocer's Shop, Buildings and Orchard

IN THE

HIGH STREET, GREAT WAKERING

NEAR THE CHURCH, comprising:-

HOUSE AND SHOP, brick-built, containing Three Bed Rooms, Two Sitting Rooms, Kitchen and Scullery, with Coal Shed and W.C.

BUILDINGS consisting of Packing Shed, large Fruit Store, Cart Shed, another Shed, Stable for 2 horses and Coach-house and Range of Six Pigsties, together with the

EXTENSIVE WALLED-IN ORCHARD AND MARKET GARDEN containing a large number of Choice Standard, Bush and Wall Fruit Trees extending to an Area of about

6a. 0r. 27p.

Let to Mr. A. Grigg on a Yearly (Christmas) Tenancy at an Apportioned Rent of

£53 per annum.

Landlord paying Outgoings.

The Tithe is commuted at about 8s. 4d. per acre.

The right is reserved for the owners and occupiers of Lot 5 to use the Cesspool and Drain thereto on this lot at point C on the Plan for the drainage from Whitehall with the Overflow from the Cesspool and the right to enter and empty or repair the same. If at any time hereafter the drainage from Whitehall shall be connected with a main sewer this right shall cease.

The Small Stable and Harness Room near Whitehall included in this letting, together with a Small Strip of Land as staked out, will not be included in the Sale.

Possession of any portion of the Land can be obtained from the Tenant at any time for Building purposes upon being paid for Growing Crops (if any) and for unexhausted Manure.

LOT 7.

(Coloured Brown on Plan).

The Enclosure of Market Garden Land

adjoining the previous lot, near the HIGH STREET, GREAT WAKERING, and having an Area of about

6a. 1r. 13p.

Let to Mr. G. W. Wiggins on a Yearly (Christmas) Tenancy at a Rental of

£26 per annum.

The Tithe is commuted at about 8s. 4d. per acre.

The Right-of-way at the South-East corner of this Land through the Yard of Home Farm will be given to be used for Agricultural purposes only.

Possession of any portion of the Land can be obtained from the Tenant at any time for Building purposes, he being paid for Growing Crops (if any) and for Unexhausted Manure.

LOT 8.

(Coloured Red on Plan).

RUSHLEY ISLAND

In the PARISH OF GREAT WAKERING about 14 miles from the Village, comprising:

Farmhouse

containing Three Bed Rooms, Two Sitting Rooms, Kitchen and Scullery; Tool House adjoining and Two Fowl Houses.

Farm Buildings

consisting of Large Barn, Open Cattle Shed with Two Loose Boxes and Stable for four horses.

Together with the Enclosures of

Useful Grazing Land

in all about

203a. 2r. 22p.

(including 66 Acres of Saltings)

as shewn in the following SCHEDULE.

SCHEDULE.

No. on Ordnance Description.							Quantity.			
Map, 1923 Edition.								a.	r.	p.
102	Pastu	re						11	2	7
103	Ditto							5	2	28
104	Ditto								2	4
105	Stream	n						3	2	21
106a								2	2	7
1060								3	0	16
106€	e Ditto							2	3	35
107	Pastu	re						15	3	14
107a	a Ditto							13	1	36
108	Ditto							14	3	6
109	Ditto							12	3	6
110	Ditto							9	1	26
111	Ditto							8	2	14
112	Ditto							3	3	29
112a	Pond							0	0	19
113	Farml	Farmhouse, Pasture		dings,	etc.			1	0	12
114								4	3	39
115	Ditto			•••				7	1	19
116	Ditto							7	0	22
117	Ditto							7	3	0.
								197	7	_
106	Saltin	ore						137	1	0
106b				•••				18	1	0
106d		•••	***	***			***	1	3	19
106f			***	***			•••	18 20	1	0
160g			***	***		•••		7	2	9
-008	, 51110	•••	***	•••	•••	•••	•••		2	34
						Tot	al A.	203	2	22
								57 C		

Let, with a Cottage known as Burchells Cottage, to Mr. Caleb Rayner on a Yearly (Michaelmas) Tenancy at the Apportioned Rental of

£144 per annum.

The Cottage known as Burchells Cottage, Great Wakering Common, included in this letting, will not be included in the sale but the Rent apportioned upon it will be £6 per annum.

'Company's Water is laid on to the Farm Premises from Great Wakering Common through Oxenham Farm by a joint arrangement with the owner, Mr. Bernard Millbank, the two owners sharing the cost of maintaining the line of pipes.

Commuted Vicarial Tithe, £13 18s. 6d.

Conditions of Sale.

1.—The several lots are sold subject to the Conditions following and to the Conditions known as The National Conditions of Sale, 7th Edition (a print of which will be produced at the Auction Room and in the meantime can be inspected at the offices of the Vendors' Solicitors), so far as such latter Conditions are not inconsistent with the Conditions following.

2.—The deposit shall be 10 per cent. of the purchase-money and shall be paid to Messrs. Alfred Savill & Sons, the Auctioneers, as agents for the Vendors.

3.—The dates for the completion of the purchases of the several lots shall be as follows:—

As to Lots 1, 2, 3, 4, 6, 7 and 8, the 11th August, 1926, and

As to Lot 5, the 28th December, 1926.

4.—The Vendors' Solicitors are Messrs. Crick & Freeman, whose office is situate at Maldon, Essex.

5.—The Vendors sell as Personal Representatives of Edward Arthur Wedd, Esq., deceased.

6.- The title to the various lots shall commence as follows:-

As to Lot 1, a portion of Lot 2, and Lots 3 and 4, with a mortgage dated the 29th November, 1845, and as to the remainder of Lot 2 with a Conveyance (by way of exchange) dated the 17th January, 1898.

As to a part of Lot 5 with a Mortgage dated the 1st May, 1877, and as to the remaining part with a Mortgage dated the 15th May, 1877.

As to Lots 6 and 7 with the said Mortgage dated the 1st May, 1877.

As to Lot 8 with a Mortgage dated the 21st April, 1880.

7.—The Vendors shall not be required to furnish any title to or evidence of the creation or existence of the right-of-way from High Street to Lot 6 shown on the sale plan.

8.—The impropriate tithe commuted at £33 17s. 6d. formerly charged upon Lot 8 formerly belonged to Edward Arthur Wedd, the Vendors' Testator, who by declaration under his hand and seal dated the 28th July, 1921, declared that the said tithe should be absolutely merged and extinguished in the freehold and inheritance of the lands on which the same had been charged. The Purchaser shall not require any evidence of the title of the said Edward Arthur Wedd to the said impropriate tithe nor to be furnished with any abstract of the deeds relating thereto, nor of the above-mentioned declaration, but it shall be conclusively assumed that by virtue of the said declaration the impropriate tithe which had been charged on the lands forming this lot became effectually merged and extinguished in the freehold and inheritance of such lands.

9.—The portion of Lot 5 which is situated on the eastern side of the road was with other lands of greater area (the greater portion of which still belong to and are retained by the Vendors) formerly charged with the payment of the expenses of repairing and from time to time keeping in repair the chancel of the Parish Church of Great Wakering as

occasion shall require, but such liability was recently compounded under the provisions of Section 52 of the Ecclesiastical Dilapidations Measure, 1923. A copy of the receipt of the Diocesan Authority for the payment of all moneys payable in order to effect such composition will be furnished to the Purchaser and in the meantime can be inspected at the offices of the Vendors' Solicitors and the Purchaser shall raise no objection, enquiry or requisition in respect of such former liability or the composition thereof, but shall assume that the land agreed to be sold is now entirely freed therefrom.

10.—If the Purchaser of Lot 1 or of Lot 2 shall accept the offer of the tenant thereof to give up possession on the 29th September, 1926, of the lot so purchased by him, he shall keep the Vendors indemnified against all claims by the tenant for compensation under the Agricultural Holdings Act, 1923, or under his tenancy agreement, or otherwise, and the Purchaser shall not make any claim against the tenant for dilapidations or breaches of covenant, if any, and shall in addition allow the tenant such time as he may require for the purpose of clearing the potato crop and shall also allow the tenant without charge to clamp the potatoes, when cleared, on the lot in question until the 31st March, 1927.

11.—The whole of the properties formerly belonged to Octavius Wedd, who died on the 13th June, 1888, and who by his will devised all his real estate, subject to and charged with an annuity of £250 per annum and a legacy of £3,000 given by his said will to Mrs. Elizabeth Pattisson Chaplin, to the Vendor's Testator, Edward Arthur Wedd. The said Elizabeth Pattisson Chaplin died on the 16th May, 1922, having by her will, after making certain bequests of personalty, bequeathed the whole of her residuary estate to the said Edward Arthur Wedd. It shall be conclusively assumed, as is the fact, without enquiry or evidence that the said annuity and legacy were duly paid to the said Elizabeth Pattisson Chaplin, and that there is no outstanding claim in respect thereof.