

# Document 1

Unique opportunity for  
Builders & Investors.

**SHENFIELD**

...AND...

**BRENTWOOD,**

**ESSEX,**

**Thursday, August 24th, 1905,**

*At 6 p.m.*



**The  
Glanthams Park  
Estate**

**(Priests Lane Portion.)**



A176

PARTICULARS OF  
**Glanthams Park Estate,**

Within a few minutes of Shenfield and Brentwood Stations on Main Line, G.E.R. Quick and cheap train service and admirably adapted for the residence of City Gentlemen.

—❖ 58 ❖—

**Valuable Freehold Building Sites**

WITH CAPITAL FRONTAGES AND DEPTHS

TO

**PARK ROAD, WORRIN ROAD and PRIESTS LANE,**

*Will be offered by Auction in a Marquee on the Estate, in Priests Lane, at 6 p.m., on*

**THURSDAY, AUGUST 24th, 1905,**

BY

**Mr. ARTHUR J. RIPPIN.**

The property is ripe for the immediate erection of Residences of good class, a number of which have already been built and now occupied.

**The New Roads are Well Made, Steam Rolled, Sewered and Drained.**

**The Tithe and Land Tax Redeemed. Conveyance and Title Free.**

**Immediate Possession upon payment of Deposit, if required.**

**Payment of Purchase-money can be made by Quarterly Instalments.**

There is no other Land in the Locality for sale that can be compared with this Estate, and Investors would do well to make an early inspection.

The Plan attached will shew the portion of the property to be offered, which is unique, being about midway and yet within easy reach of two important Railway Stations.

**A Tea will precede the Sale at 5.30 in a Marquee erected upon the property to be offered.**

**Railway Tickets will be issued to Intending Purchasers at 2/- each for Train leaving Liverpool Street at 4.20 p.m. on day of Sale.**

Plans, Particulars and Tickets may be obtained upon application to The Estate Office, Priests Lane, Shenfield; the Place of Sale; Mr. J. J. BASSETT, 31, Crescent Road, Plaistow, E.; Mr. ARTHUR J. RIPPIN, Mountnessing, Essex and 22, High Street, Brentwood; Messrs. A. & A. C. HUGHES, Solicitors, 49, Queen Victoria Street; The Principal Hotels in the locality, or of Messrs.

**RIPPIN & RAKE, L<sup>td</sup>, 33, Cheapside, E.C.**



## Shenfield.

## CONDITIONS OF SALE.

1.—No person shall advance less at any bidding than the sum named by the auctioneer on putting up the lot or retract a bidding; and if any dispute arise as to the last or best bidder, the lot shall be put up again at a former bidding. The vendor reserves the right to bid once or oftener for any lot or lots or to withdraw from the sale or alter or re-arrange any lot or lots at any time before such lot or lots shall have been actually sold.

2.—The purchaser of each lot shall immediately after the sale pay to the auctioneer as agent for the vendor a deposit of £10 per cent. on the amount and in part payment of his purchase money and sign the agreement for completing his purchase subjoined to these conditions and shall pay the remainder of his purchase money with interest as provided by the said agreement. The auctioneer shall be at liberty at any time after the sale to sign a contract for any purchaser who fails to sign his contract before leaving the place of sale. Each purchaser shall be deemed to have taken possession of the lot purchased by him upon payment of his deposit and all outgoings shall be cleared by the vendor to the day of sale and thenceforth shall be borne by the purchaser and current outgoings shall if necessary be apportioned. Each purchaser shall from the time of sale protect his own boundary marks and each lot sold shall immediately after the sale be at the purchaser's risk as to any waste, damage or trespass that may happen thereto or be committed thereon and in every other respect. And the vendor shall be in no wise responsible with respect to any such lot or the boundary marks thereof. Any purchaser wishing to avoid or stop the accrual of interest may at any time pay the whole of his purchase money to the vendor's solicitors and thereupon all interest on the amount paid will cease from the date of payment.

3.—The title shall commence with the will of JOHN WERRIN, Esq., deceased, dated the 3rd day of February 1894 (whose title was well known in the district and was fully investigated on the vendor's behalf on his purchasing the property) whereby the testator devised the estate to his cousin, Hastings Werrin, who sold and conveyed to the present owner, and no evidence shall be required of the origin or ownership of the testator, and no purchaser shall require the production of or investigate or make any requisition or objection in respect of the prior title whether the same shall appear to be in the vendor's possession or power or not. No purchaser of any number of lots shall be entitled to more than one abstract of title, but any such purchaser shall be entitled to any number not exceeding three additional copies of such abstract on application within seven days after the date of sale at the price of 10s. 6d. per copy. The vendor will also on completion enter into the usual statutory undertaking for production of such deeds and documents of title as are in the vendor's possession to the purchaser, but no notice of sale, conveyance, or undertaking shall be placed on any of the said deeds and documents.

4.—Each purchaser shall make his requisitions and objections (if any) within ten days after the day of sale and any requisition or objection not delivered in writing to the vendor's solicitors within the said ten days whether relating to the description or possession of the property, contract, title or evidence thereof or any other matter whatsoever shall be considered as waived and in this respect time shall be as of the essence of the contract. If any purchaser should make any requisition or objection of any kind whatsoever which the vendor shall be unable or for any reason unwilling to remove or comply with or shall commence any litigation or threaten to do so the vendor may by notice in writing to be given to such purchaser or his solicitor at any time and notwithstanding any negotiation or litigation annul the sale and in such case the vendor shall within one week of the said notice return to the purchaser his deposit and any instalments he may have paid without interest costs or damages, and the purchaser shall thereupon go out of possession of the lot or lots purchased by him forthwith.

5.—The contents and dimensions of the lots as stated in the particulars are believed to be correct. They shall therefore be taken to be correct, and no compensation shall be required for any excess or deficiency in any of the quantities stated. The vendor shall not be required to furnish any other evidence of the identity of the property with that described in the documents of title than what those descriptions respectively may afford. Every purchaser shall be assumed to have inspected before the sale the lots offered thereat whether he actually does so or not and no error, misdescription waste, spoil or damage whatever of or to any lot shall annul the sale nor shall any compensation be required or allowed in respect thereof.

6.—Any purchaser wishing to receive a conveyance free of expense (except stamp duty) must send a request in writing to this effect to the office of the vendor's solicitors within seven days after the date of sale, such request shall be deemed an absolute and irrevocable acceptance by the purchaser of the vendor's title in the absence of which request the purchase must be completed in the usual way the vendor paying his costs and the purchaser his. If any purchaser of more than one lot who shall have elected to take a free conveyance of the property purchased by him shall desire to have more than one conveyance he shall pay £1 ls. in addition to stamp duty and five shillings the cost of tracing plan on conveyance for every such additional conveyance. No purchaser shall be entitled to have his conveyance prepared by the vendor's solicitor or executed by the vendor until the whole of the purchase money and interest, costs, fees and other moneys of every description for the time being due from such purchaser shall have been paid into the hands of the vendor or his solicitors. Every conveyance whether free or otherwise shall be in the form as nearly as circumstances will permit of the model which will be produced at the sale.

7.—The several lots are sold subject to the stipulations hereinafter set out and the purchasers in their conveyances shall enter into proper covenants to perform and observe the same, and until the conveyances are executed the several purchasers shall be bound by and observe the same. The vendor however reserves the right to alter, modify or waive all or any of such stipulations as to any lot or lots remaining unsold at this sale or in which he may have for the time being any interest. Each lot is sold subject to all easements and rights of way and water (if any) affecting the same.

8.—Any purchaser wishing to transfer his interest in any lot or lots purchased by him before conveyance must procure the transferee to and himself also sign a memo in the form required by the vendor's solicitors and pay the stamp duty thereon and a transfer fee of 10s. 6d. and until such memo has been duly signed and such payments made the vendor shall not be bound by any notice of any such transfer and the purchaser or transferee shall also pay any additional costs occasioned to the vendor by such transfer. The vendor however reserves the right to refuse to recognize any transfer until the whole of the balance of purchase money and interest, costs, fees, and other moneys payable under these conditions or the stipulations subjoined have been paid to the vendor's solicitors.

9.—Any notice required to be given by these conditions in respect of any lot shall be sufficient if sent by prepaid post letter to the address of the purchaser mentioned in the contract signed by him or on his behalf or in the case of any transfer of interest to the address furnished to the vendor or his solicitors with the notice of such transfer.

10.—The vendor's solicitors accept no responsibility on behalf of and shall be under no liability whatever to any purchaser whether they receive from any purchaser any remuneration for any services rendered or otherwise such solicitors acting solely in the interests of the vendor, and any purchaser being at liberty to employ his own solicitor.

11.—If any purchaser should fail to pay his deposit before leaving the place of sale or shall at any time make default in payment of any instalment of purchase money or the interest thereon for the space of 21 days after the day in the annexed agreement appointed for payment thereof respectively the whole or the whole of the balance of the purchase money as the case may be shall immediately thereupon become due and payable to the vendor and he shall be at liberty to take proceedings for the recovery thereof and interest to the date of judgment without being required first to tender a conveyance but in the event of any part of such purchase money or interest or the costs of such proceedings not being recovered it shall not prejudice the rights of the vendor under the next condition.

LASTLY.—If any purchaser shall at any time before conveyance neglect or refuse to comply with any of the above conditions, or shall make default in payment of any instalment of purchase money or the interest thereon for the space of 21 days after the day in the annexed agreement appointed for payment thereof respectively the whole of his deposit money and all instalments and other moneys paid by him shall be forfeited and shall be retained by the vendor and with the amount of expenses and deficiency (if any) on resale, shall be considered as liquidated damages for such default, and the vendor shall be at liberty to retain the property in his own hands or to resell same with or without notice to the defaulter either by public auction or private contract and subject to such conditions as he may think fit or otherwise to dispose of the same as and when he may deem proper without the necessity of previously tendering a conveyance and immediately upon any such neglect refusal or default the vendor shall be entitled to possession of the property and the purchaser shall thereupon go out of possession and any deficiency on and all expenses attending such re-sale costs of obtaining possession or otherwise occasioned by such default shall be made good by the defaulter at this sale and any increase in price shall belong to the vendor.

## STIPULATIONS.

I.—The purchaser is to forthwith erect and afterwards to maintain boundary fences on the side of his lot marked T within the boundary. No building is to be erected in front of the building line shown on the Plan, and each house shall front towards the shortest road frontage of the plot on which the same shall be erected of less value than £350. The value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices.

II.—The trade of an innkeeper, victualler or seller of wines, spirits or beer to be consumed either on or off the premises shall not be carried on upon any lot except on the lots reserved for that purpose and marked hotel site and off-licence respectively on the Plan, nor shall any noisy, noxious or offensive trade, business or manufacture be carried on upon any lot. No hut, tent, shed, caravan or house on wheels or other chattel shall be erected, made, placed, or used, or be allowed to remain upon any lot, nor any brick making be carried on thereon.

IV.—No purchaser shall obstruct the passage of the vendors or any other person along or remove or disturb the soil or surface of any road except for the purpose of repairing the same. Each purchaser shall repair the footpath and the half part of the carriage way of the road or roads upon which his lot abut and keep the same in good order and condition until the local or public authority shall become liable to such repair.

V.—No gravel and clay chalk or earth shall be removed from any lot except such as may be necessary to be excavated for the purpose of building thereon and drainage therefor and no part of any lot shall at any time be formed or used as a way or portion of a way of any description nor shall any right of way be granted or permitted thereover except for the enjoyment of such lot as a building site without the written consent of the vendors.

VI.—The vendors reserve the right to alter modify or waive any of the above stipulations as to any lot or lots for the time being remaining unsold or which the vendors may for the time being have any interest.