

942

# HEMPSTEAD.

Particulars & Conditions of Sale

OF

**THE FREEHOLD  
STEAM**

## Flour and Grist Mill

Situate in the Centre of the Village,

**SMALL GARDEN**

AND

**COTTAGE ADJOINING,**

*Which will be Sold by Auction, by*

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**FRANKLIN & SON**

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AT

THE CROWN INN, HEMPSTEAD,

**On Wednesday, June 20, 1906,**

AT 3 P.M. PRECISELY,

*In Two Lots,*

BY ORDER OF THE MORTGAGEES.

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Messrs. ACKLAND & SON,

*Solicitors,*

*Saffron Walden and Bishop's Stortford.*



D/F 757/667

MEMORANDUM.

*It is hereby agreed between Messrs. FRANKLIN & SON, as Agents for the Vendors,*

*JOSEPH SAMUEL ANDREWS WILLIS AND ARTHUR FRANKLIN, and*

*that at the Sale by Auction, this 20th day of June, 1906, of the Property described in these Particulars, the said*

*was the highest bidder for and has become the Purchaser of Lot*

*described in these*

*Particulars for the sum of £*

*and that he has paid to the said*

*MESSRS. FRANKLIN & SON, the sum of £*

*as a deposit and in part-payment of*

*the purchase-money, and that these Particulars and Conditions shall be taken as the terms of agreement for the*

*said sale and purchase.*

*As witness the hands of the said parties.*

*Purchase-money . . . . . £*

*Deposit Paid . . . . . £*

*Balance . . . . . £*

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*Abstract of Title to be sent to*

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# HEMPSTEAD.

Particulars and Conditions of Sale

OF THE

## **FREEHOLD STEAM FLOUR & GRIST MILL**

Situate in the Centre of the Village,

**SMALL GARDEN**

AND

## **COTTAGE ADJOINING,**

Which will be Sold by Auction, by

---

# FRANKLIN & SON

---

AT THE CROWN INN, HEMPSTEAD,

On **WEDNESDAY, JUNE 20th, 1906,**

AT 3 P.M. PRECISELY,

In Two Lots,

**BY ORDER OF THE MORTGAGEES.**

Particulars with Conditions of Sale (and the Key to view the Property), may be had of  
Mr. Geo. Coe, The Crown Inn, Hempstead; of  
**Messrs. ACKLAND & SON, Solicitors, Saffron Walden & Bishop's Stortford;**  
And of the Auctioneers and Estate Agents, Thaxted and Bishop's Stortford.

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THOMPSON, PRINTER, MARKET PLACE, SAFFRON WALDEN.

# PARTICULARS.

## Lot I.

### THE FREEHOLD

# Red and White Brick-built and Slated Building

OF TWO FLOORS,

Situate in Hempstead Village and recently used as a Steam Flour Mill.

Suitable for a Warehouse or turning into a fair sized Cottage.

The Building has a Frontage of 31 feet with a Depth of 24 feet, together with the **Garden** in which are 3 large Plum, 3 Apple and 1 Pear Trees, and a small

## TIMBER-BUILT AND SLATED COTTAGE

WITH THREE ROOMS,

In the occupation of Mr. FREDERICK FITCH, as a Half-yearly Michaelmas Tenant, at £1 19s. 0d. per annum.

The Property is Numbered        in Parish Tithe Apportionment and Map and contains

POSSESSION OF THE BUILDING WILL BE GIVEN ON COMPLETION OF PURCHASE.

1.—The highest bid shall be put up again at the sale and the purchaser shall be at liberty to bid for the property at the office of the Auctioneers and no other person shall be permitted to bid.

2.—The purchaser shall pay the purchase money in full at the time of purchase and shall be bound to pay the residue of his purchase money to the office of the Vendor. The purchase shall be conditional.

3.—The property shall be subject to all chief rents or subsisting thereon at the time of sale. Each purchaser shall be able to adduce evidence to the effect of the sale or be a ground tenant.

4.—The title shall not be required to be proved.

5.—The Vendor shall not be bound to give any former description of the property differing from the description in the advertisement.

6.—The Vendor shall not be bound to give any former description of the property differing from the description in the advertisement.



The adjoining Owners are CECIL FANE, Esq., Mrs. PRIOR and Mrs. BOWTELL.

*N.B.—The Machinery and Effects mentioned in Lot 2 are not included in the sale of Lot 1, and the Vendors reserve the right to remove such Machinery and Effects at any time before the First of August next.*

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## Lot 2.

# The Machinery, Fittings & Tackle

*AS USED IN THE BUILDING OF LOT 1,*

COMPRISING

A 8 h.p. Horizontal Engine by Headly, of Cambridge, in good going order with large Fly Wheel, Driving Wheel, &c.

The Horizontal Boiler and its Setting, Steam Pipe and all connections.

Three Pairs of 40in. French Stones, the Fittings and Gearing connected therewith.

Flour Bolter, Sack Hoist and Chain, Bins, Hoppers, Driving Belts and all moveable effects.

The Purchaser or Purchasers of this Lot shall immediately after the fall of the hammer pay for the same and clear the whole thereof by the 1st day of August next, and shall make good all damage done to the Walls or any other parts of the Building or Premises by the taking down and clearing away of his or their lot.

than the production of  
shall not be required  
statutory covenant ag

7.—The rents and  
Vendors up to the sale  
not demanded till after  
the purchaser, and the  
provision, but no part  
completion of the pu  
current rents less the  
of the Vendors the  
purchaser shall pay t  
per annum from that  
for the Vendors' dela  
other of these conditi

8.—Within seven  
the Vendors a stateme  
and conditions, and a  
requisition or objectio  
deemed of the essen  
requisition, either as  
which the Vendors sh  
any previous negotiat  
writing, to annul the  
withdrawn, the sale s  
to a return of the dep

LASTLY.—If the  
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the property either  
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purchaser at the pres  
the Vendors.

# CONDITIONS OF SALE

## AS TO LOT 1.

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1.—The highest bidder shall be the purchaser, and if any dispute arise as to any bidding, the lot shall be put up again at the last undisputed bidding. There will be a reserve price, and the Vendors or their agents shall be at liberty to bid. No person shall advance a less sum at each bidding than shall be named by the Auctioneers and no bidding shall be retracted.

2.—The purchaser shall immediately after the sale pay into the hands of the Auctioneers a deposit of £15 per cent. of his purchase money, and sign a memorandum of contract in the form subjoined and shall pay the residue of his purchase money to the Vendors, or as they shall direct, on the 7th day of August next, at the office of the Vendors' Solicitors, MESSRS. ACKLAND & SON, at Saffron Walden, at which time and place the purchase shall be completed.

3.—The property is believed and shall be taken to be correctly described and is sold, and will be conveyed subject to all chief and other rents, rights of way and water, and other rights and easements (if any), charged or subsisting thereon and subject also to the existing tenancies and tenants rights and where there is no written agreement each purchaser shall be satisfied with such evidence of the terms of the tenancy as the Vendors may be able to adduce. And no error, mis-statement or omission in these particulars or conditions shall annul the sale or be a ground for any abatement or compensation on either side.

4.—The title shall commence with an indenture of conveyance dated the 19th April, 1872, and the earlier title shall not be required, enquired into or objected to.

5.—The Vendors shall not be required to furnish any evidence of the identity of the present with any former description of the property beyond what may be afforded by the muniments themselves or to reconcile differing descriptions.

ed Building

ir Mill.

zed Cottage.

he Garden in which

**COTTAGE**

Tenant, at £1 19s. 0d.

p and contains

3. BOWTELL.

*sale of Lot 1, and the  
at any time before the*

# Tackle

bridge, in good  
&c.

1 Pipe and all

s and Gearing

oppers, Driving

the hammer pay for the  
good all damage done  
and clearing away of

any further proof that the mortgage money remains owing, or that the power of sale is properly exercisable than the production of the Mortgage deed. The concurrence of the owner or owners of the equity of redemption shall not be required and the Vendors shall not be required to enter into any covenant other than the implied statutory covenant against incumbrances.

7.—The rents and profits or possession will be received or retained and the outgoings discharged by the Vendors up to the said 7th day of August next, as from which day all outgoings including any rates made but not demanded till after that day shall be discharged by and the rents and profits or possession shall belong to the purchaser, and the rents, profits and outgoings shall, if necessary, be apportioned for the purpose of this provision, but no purchaser shall be let into the actual possession or receipt of the rents and profits until the completion of the purchase and the purchaser shall on completion pay to the Vendors their proportion of the current rents less their proportion of current outgoings. If from any cause whatever other than wilful default of the Vendors the purchase shall not be completed on or before the 7th day of August next, the purchaser shall pay to the Vendors interest on the balance of the purchase money at the rate of £5 per cent. per annum from that day until the completion of the purchase, and shall not be entitled to any compensation for the Vendors' delay or otherwise, but this stipulation is without prejudice to the Vendors' rights under any other of these conditions.

8.—Within seven days after the delivery of the abstract, the purchaser shall furnish to the solicitors of the Vendors a statement in writing of his requisitions and objections arising on the the abstract, particulars and conditions, and every requisition and objection not so stated shall be considered as waived, and if no requisition or objection is so stated the title shall be considered as accepted; and in this respect time shall be deemed of the essence of the contract; and if the purchaser shall make and insist on any objection or requisition, either as to title or any matter appearing on the particulars, conditions, or abstract, or otherwise which the Vendors shall be unable or unwilling to remove or comply with, the Vendors shall, notwithstanding any previous negotiation or litigation be at liberty, on giving to the purchaser not less than 7 days' notice in writing, to annul the sale, in which case unless the objection or requisition shall have been in the meantime withdrawn, the sale shall at the expiration of the notice be annulled, the purchaser being in that event entitled to a return of the deposit, but without interest, costs or compensation.

LASTLY.—If the purchaser fail to comply with any of these conditions his deposit shall be absolutely forfeited and the Vendors shall be at liberty (without being bound previously to tender a conveyance) to re-sell the property either by public auction or private contract, and the deficiency (if any) arising on such re-sale and all expenses attending the same or any attempted re-sale shall be made good and paid by the purchaser at the present sale as liquidated damages; and any increase of price on such re-sale shall belong to the Vendors,