REEPHAM.

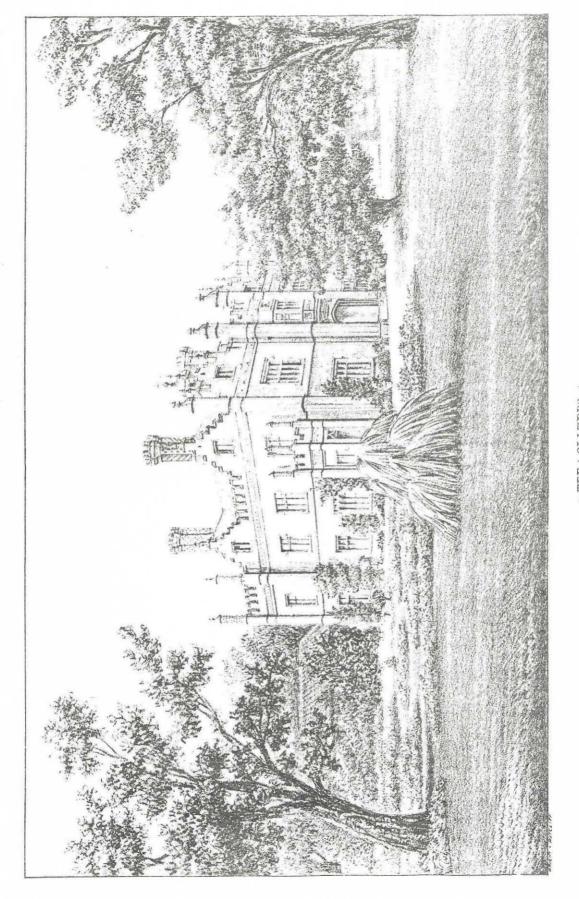
## THE OLLANDS ESTATE,

FOR SALE,

BY

MESSRS. SPELMAN.

1883.



◆ TIGE + OLL/ALDS, ← SOUTH WEST VIEW.

## REEPHAM, NORFOLK.

PARTICULARS AND CONDITIONS OF SALE

OF THE

# VALUABLE FREEHOLD RESIDENTIAL ESTATE,

KNOWN AS

"THE OLLANDS,"

TOGETHER WITH NUMEROUS

DWELLING HOUSES,

AND

ACCOMMODATION LANDS,

THE WHOLE CONTAINING

31a. 1r. 28p.,

WHICH

## MESSRS. SPELMAN

Have received instruction from WM. BIRCHAM, Esq., to Sell by Auction,

On SATURDAY, JULY the 21st, 1883,

At Twelve for One o'clock at Noon,

AT THE NORFOLK HOTEL, NORWICH,

In Sixteen Lots.

Particulars and Conditions of Sale may be had of F. S. BIRCHAM, Esq., Solicitor, Reepham; Messrs. BIRCHAM and Co., Solicitors, 46, Parliament Street, London; of Messrs. Spelman, Norwich and Yarmouth; and at the Estate Exchange, Tokenhouse Yard, E.C.

## PARTICULARS.

LOT 1.

#### THE VALUABLE FREEHOLD

## RESIDENTIAL ESTATE,

KNOWN AS

## "THE OLLANDS,"

#### SITUATE AT REEPHAM, NORFOLK,

In the occupation of the Proprietor, with Possession at or about Michaelmas next.

THE MANSION is in the Elizabethan Style of Architecture, and was built about Fifty years since at great cost. The Interior is adorned with superb Oak Carvings, and otherwise decorated and finished in an expensive manner. The Rooms are lofty and well arranged, and the House, whilst having an air of refinement and taste rarely met with, is well adapted for a moderately sized establishment. It stands on dry soil, with a south-east aspect, in the midst of Park-like Lawns, adorned with Ornamental Timber, and enclosed by Plantations of handsome Trees and Shrubs, and contains:—

IN THE BASEMENT.-Good Arched Ale and Wine Cellars.

On the Ground Floor.—Entrance Hall, with inner Glazed Doors, and laid with Flag Stones, Vestibule, with Doors into Garden, well proportioned Drawing and Dining Rooms, with magnificent old Carved Oak Mantelpieces and Entablatures, Study with Carved Oak Chimney Piece, Back Hall, Housekeeper's Room, Butler's Pantry, lofty Kitchen, Cook's Pantry, Back Kitchen, all of which are paved with Stone, Back Staircase, &c.

The First Floor is approached by a beautiful Oak Staircase with Spiral Balusters and Panelled Sides, and lighted by a very fine Stained Glass Window, surrounded with Oak Carvings; Boudoir with Oriel Window, Eight Sleeping and Dressing Rooms, principally with Carved Oak Chimney Pieces, Bath Room, fitted with bath, and w.-c.

ON THE SECOND FLOOR.-Four large Bed Rooms and Open Landing.

IN A COURT-YARD in the rear are Servants' Hall, Knife and Coal Houses, Closets, Bin, Larder and Force Pump to fill Cistern at top of House.

Superior Stabling in enclosed Paved Court Yard, comprising Double Coach House, a Stable with Four Stalls, Second Stable with Three Stalls and Box, Lofts over, Harness Room, Second Coach House, and Range of Outhouses.

COACHMAN'S HOUSE built in the same style as the Residence, containing Two Lower and Two Upper Rooms, Kitchen, Pantry, &c.

Flower Gardens, Rosary, Walled-in Fruit Garden, with Tool and Fruit Houses, other prolific Vegetable and Fruit Gardens and Orchard, with numberless Trees and Brushes in full bearing.

HANDSOME CONSERVATORY near the House, a Double Vinery 70 ft. long, with Vines, Hot Pipes, and Heating Apparatus, Tool and Potting Houses, and Stoke Hole in the rear, Mushroom House, large Soft Water Tank, Melon Yard, and Range of Pits.

Lawns with handsome Ornamental Timber, overlooked by the Principal Rooms, Plantations with Shrubberies and Walks.

#### AN ENCLOSURE OF FINE ARABLE LAND.

At a short distance from the Residence is a

## DWELLING HOUSE AND GARDEN,

Suitable for Head Gardener, now occupied by Mr. William Pitcher, at a rental of £10 per annum, and containing Two Sitting and Three Bed Rooms, Kitchen, Pantry, Shed, Yard, &c., and Garden in the front.

A SMALL GARDEN, let off and occupied by Skevens.

## Two Brick and Tiled Dwelling Youses and Gardens,

Occupied by William Smith and William Hudson, at rentals amounting to £12 per annum. Each House contains Two Front Rooms, Kitchen, Three Bed Rooms, &c., and there are good Gardens, the whole containing

## 18a. Or. 4p.

DIVIDED AS FOLLOWS :-

De	Contents.					
Long Pightle Grass Field Mansion and Grou Cottages and Gard Cottage, Gardens,	lens	  buildings		3. 0 5 11 0 0	R. 1 1 3 1	P. 0 35 15 6 28
				18	0	4

The Fixtures in this lot have been Scheduled and Valued at the sum of £237. 5s. od., and the purchaser will have to pay this sum in addition to his purchase money. A Schedule may be seen at the Auctioneers' Offices, and at the time of Sale.

All the Valuable Oaks and Timber-like Trees, and Iron and Wire Fencing next Shrubberies, are included in the purchase.

The purchaser of this lot will, at his own expense, and within a fortnight of the day of completing the purchase, have to raise a Fence to divide this lot from Lot 3, as shown on the Plan.

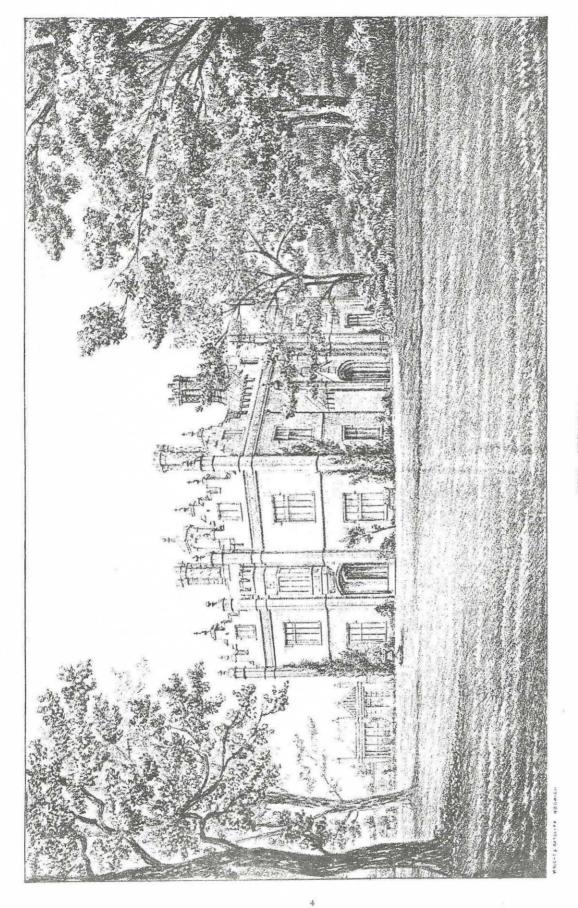
This lot may be viewed by Card, to be had of the Auctioneers, Norwich; or of F. S. Bircham, Esq., Solicitor, Reepham.

#### LOT 2.

## FOUR COTTAGES AND GARDENS,

With Washhouses and Outbuildings, situate adjoining Lot 1, in the occupation of Joseph Wyer, Mrs. Howard, Mrs. Harrison, and John Pull, at rentals amounting to £20 per annum.

The doorways between this lot and Lot 1 are to be stopped up by and at the expense of the purchaser of this lot.



→ ТВЕ ÷ OLL/HDDS, ◆ south east view.

## DWELLING HOUSE and WORKSHOP,

Situate adjoining Lots 1 and 2, in the occupation of Mr. John Wright, Plumber and Glazier, at a rental of £14. The House contains Entrance Hall, Two Sitting Rooms, Shop, Pantry, Kitchen, Three Sleeping Rooms and Attics.

A Workshop, Stable, Gig House, Loft, Garden, &c.

## DWELLING HOUSE AND GARDEN,

In the occupation of - Plummer, at a rental of &I per annum.

Also a Part of THE ORCHARD adjoining the above, in hand, the whole having considerable frontage next the Norwich Road, and containing 0a. 2r. 14p.

#### LOT 4.

## Two Substantially-built Dwelling Youses and Gardens,

Situate at the corner opposite the Railway Station, and at a short distance from Lot 1, in the occupation of Wm. Timbers and Richard Timbers, at rentals amounting to £12 per annum.

Each house contains Four Rooms, and there are Two large Washhouses used as a Laundry, and a Closet. A Stable and Gig House.

TWO GARDENS and BLEACH, Pump, with good supply of water.

This Lot is sold, subject to the Purchaser of Lot 5 having the right to use the Pump and Well, he paying a proportionate part of the expense of keeping the same in repair.

#### LOT 5.

## TWO DWELLING HOUSES AND GARDENS,

Situate adjoining Lot 4 and similar thereto, in the occupation of John Morris and James Flatman, at rentals amounting to £10 per annum.

There are Two Washhouses, Closet, and Two Gardens, and the right to use the pump and well on Lot 4, the purchaser of this lot paying a proportionate part of the expense of keeping the same in repair.

#### LOT 6.

#### A PIGHTLE OF ARABLE LAND,

Situate adjoining Lots 4 and 5, and with frontages next two roads, in the occupation of Samuel Howes, at a rental of £2. 2s. per annum, and containing 0a. 1r. 32p.

#### LOT 7.

## A VALUABLE PIECE OF ACCOMMODATION LAND,

Being part of the "Four Acre Pightle," situate near Lot 1, and with frontages on two roads, containing in Op., in hand; valuable for Accommodation or Building purposes.

#### A VALUABLE PIECE OF ACCOMMODATION LAND.

Being the residue of the "Four Acre Pightle," adjoining Lot 7, and with frontages on two roads, and containing 2a. 1r. 18p. in hand.

The Purchaser of this Lot will, at his expense, have to raise a proper Fence and Bank to separate this lot from Lot 7.

#### LOT 9.

#### THE LONG PIGHTLE.

A Valuable Piece of Accommodation Land, situate adjoining Lot 8, with frontages on two roads, and containing 2a. 0r. 29p., in hand.

The Purchaser will have to par, in addition to the purchase money, for the Roots growing on this lot at Michaelmas next, by valuation in the usual way.

#### T.OT 10.

## THE PATH PICHTLE,

A Valuable Enclosure of Arable Land situate adjoining Lot 9, and containing 2a. 0r. 13p., in hand.

The Purchaser will have to pay, in addition to the purchase money, for the Small Seeds sown on this lot by valuation in the usual way.

#### LOT 11.

#### A GARDEN,

Situate near Lot 10, in the occupation of Samuel Howes, at an annual rent of £3, and containing Oa. 1r. 1p.

#### LOT 12.

#### A PIECE OF LAND used as THE AUCTION MART,

In the occupation of Messrs. Ireland, and held under lease for a term of thirty years, of which twenty-four years are unexpired at Michaelmas next, at the annual rental of £5.

Also a BARN, YARD, and SHEDS, occupied by Messrs. Bullard, at the annual rental of £7. 10s. 0d.

This lot contains altogether on. 2r. 13p., and produces a total annual rental of £12. 10s. od.

#### LOT 13.

#### TWO SUBSTANTIAL COTTAGES & GARDENS,

Adjoir ng Lot 12, in the occupation of Mrs. Goodman and Mrs. Holt, at rentals amounting to £10 per annum.

The Purchaser of this lot will have the right to use the Pump and Well on Lot 14 on the usual terms.

## FOUR COTTAGES AND GARDEN.

Comprising Three Modern Brick-Built Cottages, situate on "The Hill," and another Cottage in the rear, with Outbuildings, occupied by Secker, Wasey, late Riches and Smallwood, at rentals amounting to £20 per annum.

The Pump and Well adjoining this lot will be conveyed with this lot, subject to the Purchaser of Lot 13 having a right to use the same, he paying a proportionate part of the expense of keeping the same in repair.

#### LOT 15.

#### VALUABLE COTTAGE ALLOTMENTS,

Situate on Pound Road, between the Police Station and the Bowling Green, and containing 1a. 1r. 37p., occupied by sundry tenants, at rents amounting to £7. 17s. 0d. per annum.

#### LOT 16.

## A WALUABLE PIECE OF LAND & BUILDINGS.

Consisting of a Garden, Parish Engine House and Shed, situate near Lot 1, and adjoining the Malting, containing 0a. 0r. 30p., in the occupation of Alfred Savory and the Parish, at rentals amounting to £5 per annum.

#### ALL FREEHOLD.

The various Lots will be sold subject to Land Tax and Tithe Rent Charge as assessed.

The Timber on all the Lots will be included in the purchase.

Such Fixtures and Erections as belong to the Tenants are not included in the purchase.

All the Tenants (except as to Lots 12 and 16), and the portion of Lot 1 occupied by Skevens, are under notice to quit at Michaelmas next.

Any dispute that may arise as to Boundaries, Rights of Way, and other matters, shall be referred to the Auctioneers, whose decision shall be final.

The several lots will be sold subject to, and with the benefit of, all such Rights of Way, Easements, and other rights, as legally affect or belong to the same.

#### CONDITIONS OF SALE.

1.—No one shall at any bidding advance less than the sum to be named by the Auctioneer on putting up the property, or retract a bidding. The Vendor reserves a right to bid for each of the Lots by his Agent or Agents, or to withdraw the same without declaring the reserved price, and of altering the order of putting up the Lots, and of putting up two or more Lots together, and of dividing any Lot or Lots as the Vendor may think proper, and as shall be declared at the time of Sale. Subject to such right the highest bidder shall be the Purchaser, and if any dispute shall arise as to the highest bidder the property shall be put up again.

2.—All the matters and things which, in accordance with the Particulars, are to be taken by a Purchaser of a Lot at a Valuation, and the value of which is not stated in the Particulars, shall be taken by him at a Valuation to be made by two Valuers, one to be appointed by the Vendor, and the other by the Purchaser, or in case of the disagreement of the Valuers, by an Umpire to be appointed by the Valuers before they enter on the Valuation, and the Valuation so made shall be conclusive on all parties. In case either party shall fail to appoint a Valuer within ten days after being requested by the other party to do so, the Valuer of such other party shall proceed alone in the Valuation, and his determination shall be final.

3.—The Purchaser of each Lot shall, immediately after the auction, pay into the hands of the Auctioneers, as Stakeholders, a deposit of 10 per cent., in part of his purchase-money, and sign an agreement for payment of the residue thereof, and the amount of the Valuation (if any) at the office of Mr. F. S. Bircham, of Reepham (the Vendor's Solicitor), or of his Agents, Messrs. Bircham & Co., of 46, Parliament Street, Westminster, on the 11th day of October next, at which time and place the purchases are to be completed, and up to which time all outgoings are to be cleared by the Vendor, and the respective Purchasers, on the completion of their purchases, are to be let into possession or receipt of the rents of their respective Lots as from the said 11th day of October next, and for the purposes of this condition such rents and outgoings shall, if necessary, be apportioned, and if from any cause whatever the purchase of any Lot shall not be completed on the said 11th day of October next, the Purchaser shall pay interest on his unpaid purchase-money, and the amount of the Valuation (if any) from that day at the rate of £5 per cent. per annum, until the completion of his purchase, but this provision is without prejudice to the right reserved to the Vendor by the 14th Condition.

4.—The Title to be deduced to the various Lots shall commence as follows, that is to say:—As to all the Lots, or portions of Lots (except such as at the date of the death of the Testator next hereinafter mentioned, were of copyhold, or customary hold, or charter hold tenure, and a small portion of Lot 8, which was formerly glebe), with the will, dated in 1849, of William Bircham, Esq., late of Hackford next Reepham, who died in the year 1853, and each Purchaser shall assume that the Testator died seised thereof in fee simple. As to the part of Lot 8, formerly glebe, with the conveyance thereof to Mr. William Bircham the younger, dated the 5th day of October, 1875, and as to the Lots or portions of Lots, formerly copyhold, or customary hold, or charter hold, with the Deed or Deeds of Enfranchisement thereof to the Vendor, dated twenty years ago or upwards, and the respective Purchasers of such Lots shall accept the Enfranchisement Deed or Deeds as a perfect conveyance of the freehold, and shall not be entitled to call for or investigate the previous copyhold title or the Lord's title.

5.—By an indenture dated 18th August, 1870, a life annuity or yearly rent-charge of £100 was charged upon all, or parts of Lots 1, 2, and 3, and the property was demised to Trustees for a term of years, upon trusts for securing payment of such Annuity, and it was expressly or by reference declared that it should be lawful for the Trustees in their discretion to release and discharge from payment of the Annuity, any part of the property thereby charged with the payment thereof, and to assign or surrender the term of years as they might see fit, and either with or without any other security being substituted for the part thereof so released or discharged. The Trustees will, in pursuance of such power concur in the conveyance of those Lots to the Purchasers for the purpose of releasing the property sold from the Annuity, and of assigning or surrendering the term of years, so far as the same affects such property, and the Purchaser shall be satisfied with the concurrence of the Trustees for the purpose of releasing the property therefrom.

6.—All objections to and requisitions in respect of the title to any Lot which shall not have been delivered in writing to the Vendor's Solicitor, within fourteen days from the delivery of the abstract, shall be deemed waived, and an answer to any objection or requisition is to be replied to in writing within seven days after the delivery thereof, and, if not so replied to, is to be considered satisfactory, and in this respect time is to be deemed as of the essence of the contract. If any Purchaser shall insist on any objection or requisition which the Vendor shall be unable or unwilling to remove or comply with, the Vendor may, by notice in writing, and notwithstanding any treaty or discussion in respect of such objection or requisition, rescind the contract, and shall thereupon return to the Purchaser his deposit, but without any interest, costs or other compensation whatsoever.

7.—Upon payment of the remainder of the purchase-money, and the amount of the Valuation (if any) the Vendor shall convey each Lot to the Purchaser thereof, who shall at his own expense, prepare the Conveyance to him, and tender or leave the same for execution at the office of the Vendor's Solicitor aforesaid, on or before the 1st day of October next, and the Purchaser of any Lot to which any condition or stipulation is attached on the face of the Particulars, whether as to the mode of user, or erection of fences, or otherwise, shall in his Conveyance enter into a covenant with the Vendor to observe and perform such conditions and stipulations respectively, and the Conveyances shall be made subject thereto.

8.—All documents of Title in the Vendor's possession which relate to property not comprised in this Sale, will be retained by the Vendor, and he will give to the Purchaser of any Lot to which the same relate, an acknowledgment of his right to production and to delivery of copies thereof.

9.— Such of the documents of Title as do not relate to other property retained by the Vendor, and as relate to more than one Lot shall be retained by the Vendor until all the Lots to which they relate are sold and conveyed, when such documents shall be delivered to the largest Purchaser in value of the Lot or Lots to which the same relate, and such Purchaser shall enter into the usual acknowledgment for production and furnishing copies thereof to the Purchasers of the other Lots. Such acknowledgment to be prepared at the expense of the person requiring the same, and perused and executed at the expense of the person giving the same, but no Purchaser shall delay the completion of his purchase until he shall have obtained such an acknowledgment under this condition.

10.—The Vendor shall not be required to point out the situation of, nor to identify the lands which were formerly expyloid, or customary hold, or charter hold, or held under separate tenures or titles, nor to identify the several Lots with the descriptions thereof in any wills, deeds, court rolls or documents of title, nor to account for the quantity of any Lot varying from the quantity stated in the title deeds or documents relating thereto, nor for any discrepancies in the deeds themselves, but the several Lots shall be taken as described in the above Particulars, without compensation or equivalent on either side. A Statutory Declaration will however be made, if required, at the Purchaser's expense, that the purchased property has been sujoyed by the Vendor in accordance with the title deduced.

11.—The several Lots are sold subject to Land Tax and Tithe Rent-Charge, and if any apportionment thereof shall be required by any Purchaser, it shall be made by and at his expense. The respective Lots are sold subject to all tenancies and rights of way and passage of soil and water, and incidents of tenure and easements affecting the same respectively.

12.—The Purchaser shall bear the expense of stamping any deeds or documents which may be unstamped or insufficiently stamped, and of getting in any outstanding term or legal estate, if any, and of showing in whom the same may be vested.

13.—If any mis-statement or error shull have been made in the particulars of any Lot with regard to the tenure or outgoings, such mis-statement or error is not to vitiate or annul the sale, but a compensation or equivalent is to be given or taken, as the case may be, the same to be settled by the Auctioneers, whose decision shall be final.

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14.—Lastly, if the Purchaser of any Lot shall fail, or neglect, or refuse to comply with the above Conditions, or any of them, his deposit money shall be absolutely forfeited to the Vendor, who shall be at full liberty to re-sell such Lot by public auction or private contract, and if there shall be any loss or deficiency on such second sale the same shall be made good by the defaulter or first purchaser thereof, together with all charges attending the same, and shall be recovered as and for liquidated damages, and it shall not be necessary to tender a conveyance to the Purchaser of such Lot.

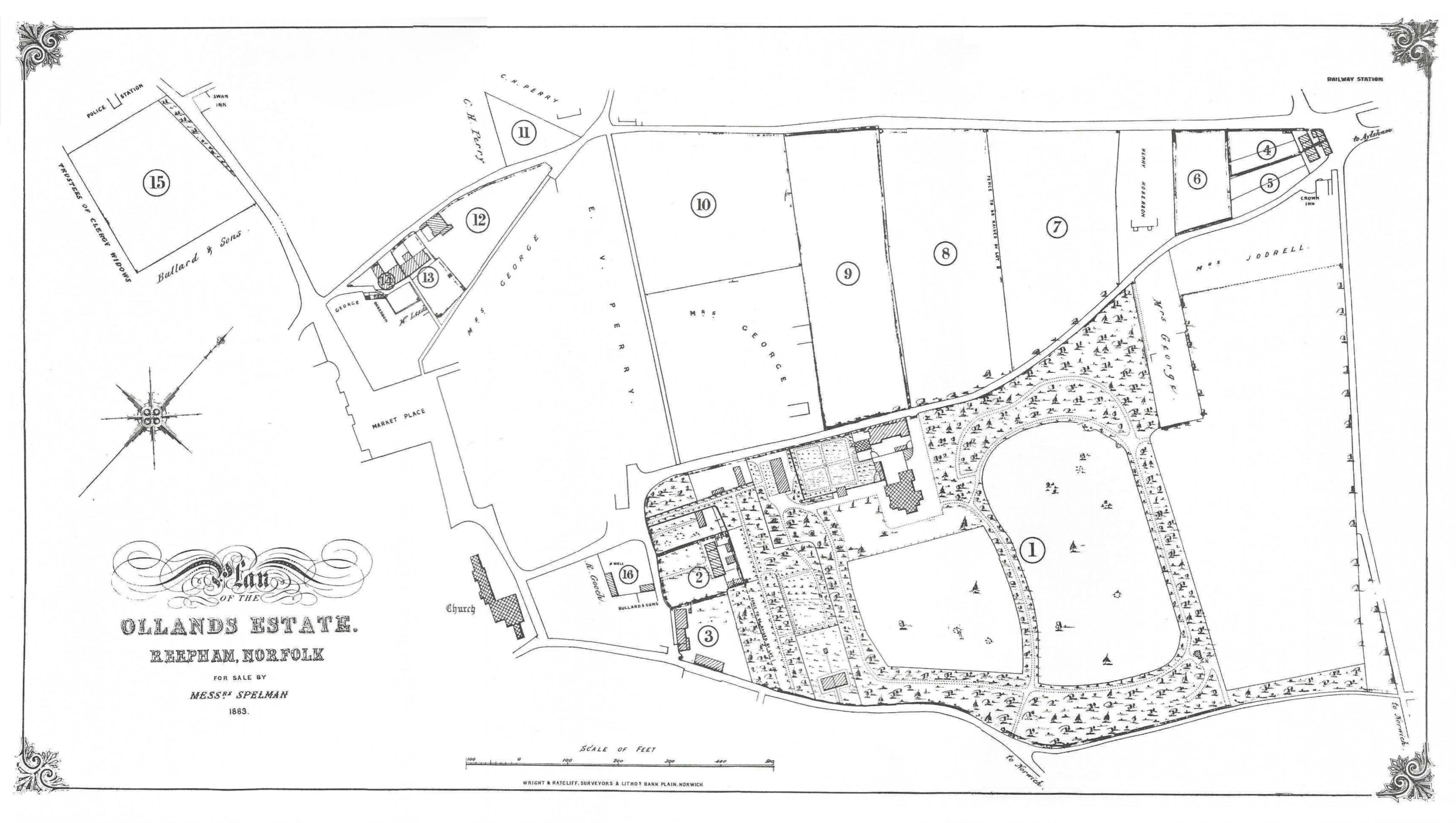
#### MEMORANDUM.

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of Stee	mes l'ardi pham l	egans —		
		he Purchaser of Lot , we hundred i		operty described in the within
and having paid £	18.	. as a deposit and in	part payment of	the purchase-money, I hereby
		9770 (176	the within Parti	culars and Conditions of Sale
Witness my	hand this April	day of Jelly	, 1883.	-

As agents for the Vendor McClear Souchard Eng.
we hereby confirm this Sale, and as stakeholders acknowledge the receipt of the deposit of £ 18

Abstract of title to be sent to

Mr. F. Johnson



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