

Ray A. Wood

By Order of F. W. Woolworth and Co. Ltd.

Important Central Shop Premises

**Church Street and Queen Square
HIGH WYCOMBE**

**FOR SALE BY AUCTION
WITH VACANT POSSESSION**

at

THE GUILDHALL, HIGH WYCOMBE

on

FRIDAY, FEBRUARY 16th, 1973, at 3 p.m.

(unless previously sold)

Sold at

£510,000

(+ £100,000 for Lease)

Vendor's Solicitors:

Messrs. LOVELL, WHITE & KING

1 Serjeants' Inn, Fleet Street, London, E.C.4. Tel.: 01-353 8011

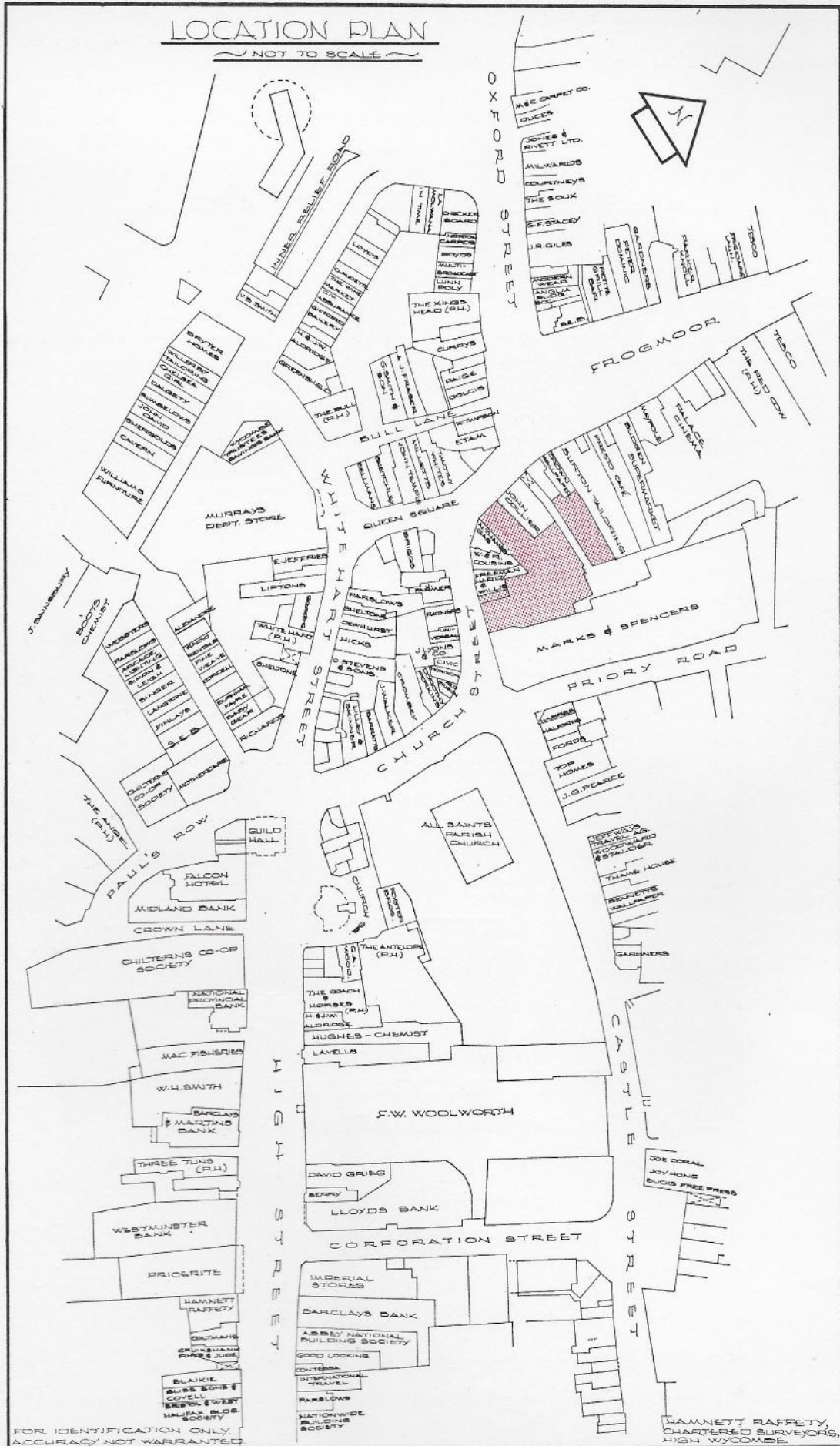
Chartered Auctioneers:

**HAMNETT
RAFFETY**

20. JAN. 1973

30 High Street, High Wycombe, Bucks. Tel.: High Wycombe (STD 0494) 21234 (10 lines)
and at Aylesbury, Princes Risborough, Amersham, Beaconsfield, and Farnham Common, near Slough

~ NOT TO SCALE ~



General Information

SITUATION

In the prime central shopping area of High Wycombe, an extremely prosperous and expanding conurbation in South Buckinghamshire. Total estimated shopping catchment in excess of 100,000 persons.

SUMMARY

		<i>Freehold</i>	<i>Leasehold</i>	<i>Total</i>
Frontages	 30ft. and 8ft. 2in.	35ft. 6in.		73ft. 8in.
Floor Areas: Ground	 8,850	3,570		12,420 sq. ft.
Upper ..	 6,820	1,975		8,795 sq. ft.
Total Floor Area 21,215 sq. ft.				

SERVICES

All main services are connected to the property.

LOCAL AUTHORITY

High Wycombe Borough Council, Municipal Offices, High Wycombe, Bucks. (Tel.: 26100).

TOWN PLANNING

The property is in an area intended primarily for shopping use on the High Wycombe and District Town Map. It is located just to the north of the boundary of the High Wycombe Conservation Area, which includes properties on the other side of Church Street and Queen Square. The South-East Area Planning Office of the Buckinghamshire County Council is at 35 Amersham Hill, High Wycombe (Tel.: 22071).

FIXTURES

All fixtures (excluding Landlord's fixtures) are included in the sale.

METHOD OF SALE

The freehold section (coloured red on site plan) will be offered for sale in its entirety, and the Purchaser will acquire the right to exercise an option to purchase the leasehold sections (coloured blue, green and yellow on site plan) at a figure of £100,000.

If the Purchaser of the freehold does not exercise this option he will be required to undertake the division of the freehold from the leasehold sections including the severance of services and the erection of a dividing wall to the Local Authority's satisfaction (see Special Condition No. 12).

TENURE

- (i) Freehold (coloured red on site plan).
- (ii) Leasehold (coloured blue on site plan) held on lease for the residue of a term of 30 years from the 1st January, 1957, at an annual rent of £2,250 exclusive (without review).
- (iii) Leasehold (coloured green on site plan) held on lease for a term of 150 years from the 24th June, 1955, at an annual rent of £1 exclusive.
- (iv) Leasehold (coloured yellow on site plan) held on lease for a term of 144 years from the 24th June, 1961, at an annual rent of a peppercorn.

RIGHT OF WAY

The Vendor enjoys a right of way in perpetuity between the hours of 9 a.m. and 5.30 p.m. and in common with others over the land coloured brown on plan. The Vendor will convey the benefit of this right of way to the Purchaser of the freehold but will reserve the right to grant an identical right for the benefit of the three leases referred to above (see Special Condition No. 13).

OUTGOINGS

The freehold and leasehold sections are currently included in one assessment and described as Shop and Premises. Gross Value £11,500. Rateable Value £9,555.

PARTICULARS AND PLAN

- (a) The property is sold with all faults and defects whether of condition or otherwise and neither the Vendor nor the Auctioneers are responsible for any such faults or defects, or for any statements contained in the Particulars of the property prepared by the Auctioneers.
- (b) The Purchaser shall be deemed to acknowledge that he has not entered into this contract in reliance on any of the said statements, that he has satisfied himself as to the correctness of each of the said statements by inspection or otherwise, and that no warranty or representation has been made by the Vendor or the Auctioneers in relation to or in connection with the property.
- (c) Any error, omission or mis-statement in any of the said statements shall not entitle the Purchaser to rescind or to be discharged from this contract nor entitle either party to compensation or damages, nor in any circumstances give either party any cause of action.
- (d) The plan contained within these Particulars is for identification purposes only, its accuracy is not warranted and it is expressly excluded from any contract. Dimensions and areas where given are approximate only.

SITE PLAN



Based on Ord. Sheet.
 Drawn by H. H. H. H.
 FOR IDENTIFICATION ONLY.
 ACCURACY NOT WARRANTED.

NOT TO SCALE

HAMNETT RAFFETY,
 CHARTERED SURVEYORS,
 HIGH WYCOMBE.

Particulars

Following the opening of their new store in the High Street, F. W. Woolworth and Co. Ltd. now offer for sale their former premises in Church Street and Queen Square, High Wycombe, in two sections.

1. THE FREEHOLD SECTION (*coloured red on site plan*)

with frontages of 30ft. to Queen Square and 8ft. 2in. to Church Street and an average depth of 121ft.

The accommodation comprises:

GROUND FLOOR	Main Sales Area	..	..	..	..	..	..	4,830 sq. ft.
	Loading and Stock Area	..	..	..	..	..	..	1,780 sq. ft.
UPPER FLOOR	Staff and Cloak Room (front section)	..	..	..	..	..	..	840 sq. ft.
	Stock Room (rear section)	..	..	..	..	..	..	3,920 sq. ft.
STORE BUILDING	Ground Floor	..	..	..	..	..	..	2,240 sq. ft.
	Upper Floor	..	..	..	..	..	..	2,060 sq. ft.
Total Overall Floor Area	Ground Floor	..	..	..	..	..	..	8,850 sq. ft.
	Upper Floor..	..	..	..	..	..	..	6,820 sq. ft.

Rear access is enjoyed to this section over a right of way from Priory Road (see General Information).

2. THE LEASEHOLD SECTION (*coloured blue, green and yellow on site plan*)

IMPORTANT NOTE: THIS SECTION IS NOT INCLUDED IN THE SALE BY AUCTION, BUT THE PURCHASER WILL ACQUIRE THE RIGHT TO EXERCISE AN OPTION IMMEDIATELY AFTER AUCTION TO PURCHASE THESE LEASEHOLD INTERESTS AT A FIGURE OF £100,000 (see Special Condition No. 11).

These three Leasehold Sections comprise:

(i) The Shop Section (*coloured blue on plan*):

Ground Floor Sales Area 3,570 sq. ft.

First Floor Stock Room Area 1,975 sq. ft.

Frontages to Church Street of 35ft. 6in. and an average depth of 102 ft.

(ii) Rear Yard (*coloured green on plan*).

(iii) Rear Yard (*coloured yellow on plan*).

Details of these leases are contained in the General Conditions of Sale. The main shop section is held on the residue of a lease at £2,250 per annum expiring in 1987, whilst the yard spaces at the rear are held under two leases expiring in 2105.

Copies of these leases can be inspected at the offices of the Chartered Auctioneers or the Solicitors during normal office hours.

Special Conditions of Sale

1. The property is sold subject to the following Conditions and the National Conditions of Sale (18th Edition).
2. National Conditions of Sale Numbers 16 (3) and (4) and 15 (2) shall not have effect. In Condition 6 (1) (iii) the words "or have beneficial occupation" shall not apply. For the purpose of Condition 1 (4) the prescribed rate shall be 10%.
3. The Vendor's Solicitors are Messrs. Lovell, White & King of 1 Serjeants' Inn, Fleet Street, London, E.C.4.
4. A deposit of 10% of the purchase money shall be paid to the Auctioneers as Agents for the Vendor.
5. The purchase shall be completed on the 16th day of March One thousand nine hundred and seventy-three at the offices of the Vendor's Solicitors.
6. The Vendor sells as Beneficial Owner.
7. The property is sold in its existing state and condition and with vacant possession on completion.
8. The title shall commence:
 - (a) As to the major part thereof with three several Conveyances on Sale dated respectively Twenty-fifth day of October One thousand nine hundred and fifty-one, the Twenty-fourth day of June One thousand nine hundred and fifty-five and the Thirtieth day of September One thousand nine hundred and fifty-seven (see Condition 10 (a) hereof).
 - (b) As to a piece of land at the rear of 18 Church Street High Wycombe and part of the right of way with a Conveyance on Sale dated the Twenty-fourth day of March One thousand nine hundred and twenty-two.
 - (c) As to the remainder of the right of way at the rear (i) as to part with a Deed of Grant dated the Nineteenth day of August One thousand nine hundred and seventy and (ii) with a Conveyance dated the Twentieth day of February One thousand nine hundred and twenty-two.
 - (d) As to the strip of land lying between Number 2 Frogmoor and Number 8 Queen Square and the lands to the rear thereof the Vendor can offer no documentary title but will convey such right, title or interest as the Vendor has therein (see Condition 10 (b) hereof).
9. The property is sold subject:
 - (a) As to the land to the rear of 2 and 4 Frogmoor and the land forming the passageway adjoining 2 Frogmoor to various rights of way and user and (where applicable) restrictions as to the building thereover.
 - (b) As to the wall marked A-B on the plan to the Agreement and Declaration in respect thereof contained in a Conveyance dated the Twenty-first day of May One thousand nine hundred and fifty-seven and made between the Vendor of the one part and Prices Tailor Limited of the other part in the following terms:

"The wall between the points A and B on the said plan shall be deemed to be a party wall within the meaning of Section 38 of the Law of Property Act 1925 and the rights of the parties over and in respect of such wall shall be similar to those conferred upon building and adjoining owners by Sections 44-59 (inclusive) of the London Building Acts (Amendment) Act 1939 or rights as near thereto as circumstances will admit."
 - (c) As to the property known as Nos. 5, 6, 7 and 8 Queen Square, High Wycombe, to and with the benefit of an Agreement dated the Twentieth day of July One thousand nine hundred and twenty-six so far as the same is still subsisting and capable of taking effect.
 - (d) As to the piece of land lying to the rear of Number 18 Church Street, High Wycombe, to the various covenants contained or referred to in a Conveyance dated the Second day of May One thousand nine hundred and sixty-one and made between G. E. Stevens (High Wycombe) Limited of the one part and the Vendor of the other part and the assurance to the Purchaser shall contain an indemnity (or indemnities) by the Purchaser with the Vendor in respect thereof in the usual form.
 - (e) As to the property known as 17 Church Street and the land at the rear thereof to the covenant and rights of support referred to in a Conveyance dated the Thirtieth day of September One thousand nine hundred and fifty-seven and made between Midland Bank Executor and Trustee Company Limited of the one part and the Vendor of the other part and the assurance to the Purchaser shall contain an indemnity by the Purchaser with the Vendor in respect thereof in the usual form.
10. (a) In regard to a protruding portion of Number 5 Queen Square on the southern boundary thereof the Purchaser shall accept (as is believed to be the case and is evident from an inspection of the property) that it is included in the property known as Numbers 5, 6, 7 and 8 Queen Square conveyed to the Vendor by the Conveyance dated the Twenty-fourth day of June One thousand nine hundred and fifty-five although not included on the plan (which was expressed therein to be for the purpose of identification only) annexed to such deed. The Vendor has been in undisturbed possession of such piece of land first as Lessee and then as Freeholder since One thousand nine hundred and twenty-six. The relevant title deeds (or extracts therefrom) will be available for inspection at the offices of the Vendor's Solicitors prior to the date of the Auction and the Purchaser (whether or not he has inspected the same) shall be deemed to purchase with full knowledge thereof and shall not be entitled to raise or make any requisition or objection in respect thereof.

- (b) In regard to the land forming the passage between Number 2 Frogmoor and Number 8 Queen Square the Vendor has been in undisturbed possession thereof for upwards of eleven years. The relevant Conveyance (or an extract therefrom) dated the Second day of May One thousand nine hundred and sixty-one to the Vendor of the then Vendor's right title and interest in such land will be available for inspection at the offices of the Vendor's Solicitors prior to the date of the Auction and the Purchaser (whether or not he has inspected the same) shall be deemed to purchase with full knowledge thereof and shall not be entitled to raise or make any requisition or objection in respect thereof.
- (c) In regard to the title to part of the right of way referred to in Special Condition 8 (c) hereof no title was deduced by the Grantor at the time of the Grant but a photographic copy of the entries on the Register of the Grantor's title at H.M. Land Registry and of the filed plan will be available for inspection at the offices of the Vendor's Solicitors prior to the day of the Auction and the Purchaser (whether or not he has inspected the same) shall be deemed to purchase with full knowledge thereof and shall not be entitled to raise or make any requisition or objections in respect thereof.

11. The Purchaser shall have the option of purchasing from the Vendor the leasehold premises known as Number 18 Church Street, High Wycombe, and the land at the rear thereof held under three several leases or underleases at the price of ONE HUNDRED THOUSAND POUNDS (£100,000) such option to be exercised in writing by the Purchaser by 5.30 p.m. on Friday 16th February 1973 at the offices of Hamnett Raffety, 30 High Street, High Wycombe, time being of the essence of the Contract. Upon the exercise of the said option the Conditions of Sale set out in the schedule hereto shall apply.

12. In the event of the Purchaser failing to exercise the said option referred to in Special Condition Number 12 the Purchaser shall within two months of the date of completion and after obtaining all necessary consents and permissions of whatsoever nature carry out and complete the severance of the freehold section of the property from the leasehold section as hereinbefore described including the severance of the gas electricity water drainage and other services and including the erection of a dividing wall along the western boundary of the leasehold section such works to be carried out in a good and workmanlike manner using materials of the best quality and in accordance with plans and specifications to be approved by the Vendor and its Landlords and/or their respective Architects and to the satisfaction of the Vendor its Landlords and the Local Authority and/or their respective Architects the right being hereby reserved for the respective Architects of the Vendors its Landlords and the Local Authority to enter on to the property for the purpose of inspecting the progress of the works.

13. In the event of the Purchaser failing to exercise the said option the Conveyance to the Purchaser will contain an exception and reservation in favour of the Vendor and its successors in title of a right of way in fee simple (in terms similar to that now existing over the land coloured brown on the plan) over and along that part of the land coloured pink lying between the land coloured yellow and the land coloured brown on the plan in common with the Purchaser and all other persons entitled thereto and appurtenant to the leasehold section and also in such event any rights conveyed to the Purchaser in respect of the land coloured brown on the plan will be conveyed in common with the Vendor and its successors in title and all other persons entitled thereto.

THE SCHEDULE

Special Conditions of Sale relating to No. 18 Church Street and Land at the rear, High Wycombe, Bucks.

1. The property is sold subject to the following Conditions and the National Conditions of Sale (18th Edition).
2. National Conditions of Sale Number 16 (3) and (4) and 15 (2) shall not have effect. In Condition 6 (1) (iii) the words "or have beneficial occupation" shall not apply. For the purpose of Condition 1 (4) the prescribed rate shall be 10%.
3. The Vendor's Solicitors are Messrs. Lovell, White and King of 1 Serjeants' Inn, Fleet Street, London, E.C.4.
4. A deposit of 10% of the purchase money shall be paid to Hamnett Raffety as Agents for the Vendor.
5. The purchase shall be completed on the 30th day of March One thousand nine hundred and seventy-three.
6. The Vendor sells as Beneficial Owner.
7. The property is sold in its existing state and condition and with vacant possession on completion.
8. The title shall commence as to part with the lease dated the Thirtieth day of April One thousand nine hundred and fifty-seven and as to the remainder with the two several underleases dated respectively the Twenty-fifth day of September One thousand nine hundred and fifty-six and the Twenty-eighth day of August One thousand nine hundred and sixty-three.
9. Part of the properties held under the respective Underleases dated the Twenty-fifth day of September One thousand nine hundred and fifty-six and the Twenty-eighth day of August One thousand nine hundred and sixty-three has been damaged by fire and by arrangement with and consent of the Lessors and Superior Lessors the reinstatement thereof has been held in abeyance pending the sale of the said leasehold properties. The Purchaser shall assume liability for such reinstatement in accordance with the terms of the respective Underleases.

Memorandum

I,
of
do hereby acknowledge that I/we have this day purchased the freehold property described in the within
Particulars for the sum of £
and having paid to the Auctioneers, HAMNETT RAFFETY, the sum of £
as a deposit and in part payment of the purchase money, I/we hereby agree to pay the remainder of the
purchase money and complete the purchase in accordance with the within Conditions of Sale.

As Witness my/our hand(s) this

day of

1973.

Purchase money £

Deposit money £

Balance £

As Agents for the Vendor,

we hereby confirm this Sale and, as Stakeholders, acknowledge the receipt of the said deposit.

Abstract of Title to be sent to:

Memorandum

We,

of

being the Purchasers of the freehold properties described in the Contract of this date signed on behalf of this Company HEREBY EXERCISE the option to purchase the leasehold interests in Number 18 Church Street, High Wycombe, Bucks., and the lands at the rear thereof, such option being contained in the said Contract and, having paid to HAMNETT RAFFETY the sum of Ten thousand pounds, we agree to purchase the said leasehold interest for the sum of One hundred thousand pounds, to pay the remainder of the purchase money and complete the purchase in accordance with terms set out in the Schedule to the said Contract.

(Signed)