

By Order of Her Grace Helen, Duchess of Northumberland, G.C.V.O., C.B.E.

**W & W**

**Albury History Society**  
[alburyhistory.org.uk](http://alburyhistory.org.uk)

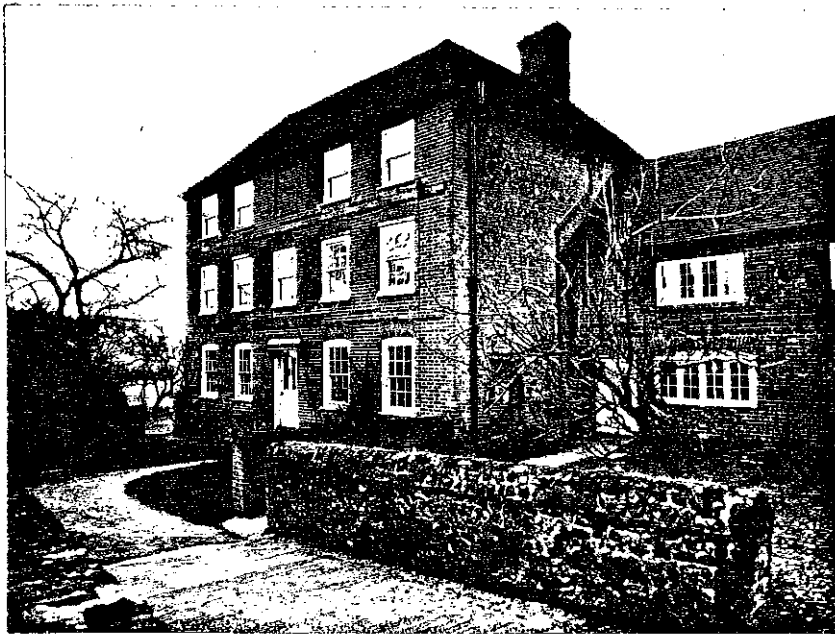
# BROOK FARM

Albury, Guildford, Surrey

**A Residential and Agricultural Property**

extending to about

90 Acres



**FOR SALE BY AUCTION**

(Unless previously sold by Private Treaty)

30th June, 1964

by

**WHITEHEAD & WHITEHEAD**

THE PARTICULARS OF  
**BROOK FARM**  
Albury, Guildford, Surrey



SOUTH-EAST ELEVATION

**THE PERIOD FARMHOUSE**

Is built in the Georgian style and stands well back from the road. It is approached by a short driveway which is flanked by shrub borders and terminates at a concrete apron in front of the garage. Well constructed of brick with a tiled roof, it faces south-east and has pleasant views to the west over the farm lands.

The accommodation comprises

**On the Ground Floor**

Wide Entrance Hall, with brick floor and built-in cupboard. This gives access to the Large Cellar, rear garden, and to

**THREE RECEPTION ROOMS** as follows

DRAWING ROOM (S-E. and S-W.), 14' 6" square, with fireplace and built-in cupboards;

DINING ROOM (S-E.), 14' 9" x 14' 6", with tiled fireplace, brick floor, and two built-in cupboards.

This fireplace was originally an Inglenook and it appears possible to reinstate it if desired.

STUDY (S-W.), 11' 6" x 10' 9", with brickette fireplace.

**KITCHEN**, 23' x 15' (into recess), with oak beams, deep glazed sink (h. and c.), Tayco solid fuel boiler for domestic hot water, and an electric cooker point.

There is access to the **LARGE PANTRY** with fitted shelves and to the Dining Room, garden and courtyard. Adjoining are the old **DAIRY**, 15' x 13' 6", with glazed sink (h. and c.) and concrete floor, and the **COAL STORE**. Above the kitchen and dairy is a room, 16' x 15', which, with modernisation, could provide a bedroom for domestic staff.

**On the First Floor**

approached by a wide staircase to large landing are

**THREE BEDROOMS** as follows: (S-E.) 15' square, with deep built-in wardrobe and a fireplace; (S-E.) 15' square, with deep built-in wardrobe and a fireplace; and (N-W.), 11' 9" x 11' 4"

**BATHROOM**, 12' x 9', with panelled bath (h. and c.), wash basin (h. and c.) with tiled splashback, and a fitted linen cupboard with slatted shelves.

**SEPARATE W.C.**

### On the Second Floor

approached by a wide staircase to galleried landing with built-in cupboard are  
FOUR BEDROOMS as follows: (S-E.) 15' 3" x 14' 9", with fireplace; (S-E.) 15' x 14' 9"; (N-W.) 15' 3"  
x 11' 9", with built-in wardrobe; and (N-W.) 15' x 8' 9", with fireplace and deep built-in wardrobe  
from which access can be gained to the Loft.

### Outside

GARAGE, 17' x 12'.

Cobbled COURTYARD enclosed by a brick, flint and stone wall and with flower borders. Steps from  
the courtyard and the driveway lead to the gardens.

A substantial range of brick, stone and flint buildings with tiled roof, comprising

TWO LARGE FUEL STORES



A GENERAL VIEW OF THE BUILDINGS AND HOUSE

### THE FARMBUILDINGS

are contained in two principal blocks around open yards and are separated by the driveway. They are  
very accessible from the council road and have been maintained in very good order. The construction  
is mainly brick, stone and flint with tiled or corrugated asbestos roofs, and they comprise:—

CONCRETE COLLECTING YARD to the south of which is the COVERED CATTLE YARD, 56' 3"  
x 34' 6", with concrete floor and a water trough. Tubular steel fencing and gates divide this from the

FOUR-STALL MILKING PARLOUR, with tubular steel divisions and galvanized food hoppers.  
Adjoining are the DAIRY and ENGINE ROOM/FOOD STORE.

On the northern side of the yard is a range of SEVEN EXCELLENT LOOSE BOXES with mangers,  
and BULL PEN with concreted exercise yard.

Of weatherboard construction with tiled roofs are the LOG STORE, LOOSE BOX, and GRANARY  
on steddles with four timber grain bins.

Large open CATTLE YARD with water trough and on each side of this yard is a substantial range of  
brick and weatherboard buildings with tiled roofs. The northern range forms the PIG FARROWING  
AND FATTENING HOUSE, with portable tubular steel fencing and gates forming four pens.  
Each pen has half-rendered walls, fluorescent lighting and a trough. The roof is ventilated  
and insulated. In the same building are THREE LARGE ISOLATION OR CALVING BOXES,  
two with fitted water bowls on a steel division.

The building opposite contains the TRACTOR SHED, TWO STABLES with mangers, and TWO  
LOOSE BOXES.

Pre-cast concrete and corrugated asbestos SILO BARN, 75' x 23' with a 22' LEAN-TO. This building  
is fully down clad at the west end and two bays of the main structure are also clad.

LARGE HAY BARN, of brick, weatherboard and tile construction.

### THE LAND

extends to about 90 acres and is contained within a ring fence to the south and west of the house and buildings. The fields mostly slope gently to the stream which intersects the farm and they are of convenient size for modern farming methods.

The soil is mainly a free draining and easy working light to medium loam and is capable of producing very good leys and cereal crops.

At present there are about  $16\frac{1}{2}$  acres of Young Seeds, 52 acres of  $\frac{3}{4}$  year Leys, 19 acres of Permanent Pasture and the remaining area is that of the house, buildings and tracks.

### SCHEDULE OF LANDS

Taken from Surrey Ordnance Sheets 1916 and 1934 Editions, Nos. XXXII 6, 7, 10 and 11 as revised by the auctioneers

<i>O.S. No.</i>	<i>Description</i>	<i>Area</i>	
Pt. 230	} Estimated	14 $\frac{1}{2}$ acres Long Ley	} 56.311
		12 $\frac{1}{2}$ acres Long Ley	
		9 $\frac{1}{2}$ acres $\frac{3}{4}$ year Ley sown 1964	
		7 acres $\frac{3}{4}$ year Ley sown 1964	
		12.811 acres Long Ley	
231	Copse	.958	
232	Permanent Pasture and Barn	9.505	
233	Permanent Pasture	9.153	
284	Long Ley	12.114	
284a	Pasture Orchard	.659	
285	House, Buildings and Garden	1.638	
Total		<u>90.338 acres</u>	

## SPECIAL CONDITIONS OF SALE

1. (a) The property is sold subject to the National Conditions of Sale (Seventeenth Edition) (hereinafter referred to as "the General Conditions") so far as the same are not varied by or inconsistent with the Special Conditions herein contained

(b) Under General Condition 6 interest shall be paid at the rate of £6 per centum per annum or at the Bank Rate for the time being whichever shall be the higher

(c) There shall be deemed inserted at the Commencement of paragraph (2) of General Condition 7 the words "if the Vendor shall at any time so demand in writing or . . ."

(d) General Condition 13 paragraphs (2) and (3) of General Condition 15 and paragraphs (3) and (4) of General Condition 16 shall not apply

2. The deposit shall be 10% of the purchase money and shall be paid to Messrs. Whitehead & Whitehead of 152 High Street, Guildford, Surrey, the Auctioneers as Agents for the Settled Land Act Trustees of the Vendor on the signing hereof

3. The Vendor's Solicitors are Messrs. May May & Deacon of 12 South Square, Gray's Inn, London, W.C.1

4. The date of completion of the sale and purchase shall be 13th day of August 1964

5. The Vendor sells as Tenant for Life and will convey as Trustee

6. The Title to the property shall commence with a Vesting Deed dated the 19th day of February 1927 and made between The Rt. Hon. Edward George Percy Baron Hatherton C.M.G. and The Rt. Hon. Edward Frederick Lindley Baron Irwin (1) and The Most Noble Alan Ian 8th Duke of Northumberland K.G. (2) and the Purchaser shall not be entitled to make any enquiry or requisition with regard to the earlier title whether the same shall appear to be in the possession or power of the Vendor or not

7. The Conveyance to the Purchaser shall include a grant of the following:—

"Full right and liberty (subject nevertheless as hereinafter mentioned) for the Purchaser and his successors in title in common with the Vendor and her successors in title and all other persons entitled to the like right at all times and from time to time for all purposes connected with the use and enjoyment of the purchased property and with or without horses and other animals carts and other vehicles (howsoever drawn or propelled) to go pass and repass into onto over along across and out of the pieces of land (hereinafter called "the access ways") shown coloured brown on the plan subject nevertheless to the following obligations (hereinafter called "the said obligations")

(a) To maintain the access ways in good and sufficient repair as access ways for farm vehicles to the satisfaction of the Vendor's Agent

(b) At all times to indemnify and keep indemnified the Vendor and her successors in title and their respective estates and effects against all street and sewer formation expenses which shall be apportioned by the Local Authority on or shall otherwise become payable in respect of any street or road or footpath or part of a street or road or footpath now or hereafter laid out on the access ways or on any part thereof and against all actions claims and demands expenses costs charges and damages in respect thereof"

8. The conveyance to the Purchaser shall contain the following exceptions and reservations that is to say:—

(a) An exception of all mines minerals and substrata lying under the property but at a greater depth than two hundred feet from the surface (hereinafter called "the Excepted Minerals")

(b) An exception of all rights of common and burgage rights (if any) appendant or appurtenant to the property or to any tenement wherein the same may have formerly been comprised.

(c) An exception of the benefit of any restrictive covenants which may at present be inherent in or annexed to the ownership of the property or any part thereof

(d) An exception of all the water arising from the existing boreholes or artesian wells (hereinafter called "the said Boreholes") situated on some part of the property (but without any obligation on the part of the owner of the said water to take or remove the same) and the said boreholes and bore pipes and the pipes or barrel drains within and under the property leading from the said boreholes to the watercress beds situated on the adjoining land of the Vendor at Little Ford Farm and at Postford Farm and such other pipes or barrel drains within and under the property as now lead to the said watercress beds or any part thereof

(e) A reservation to or in favour of the Vendor and her successors in title and other the persons in whom the excepted minerals and all such similar mines minerals and substrata as are situated at a like depth within and under the access ways may now or hereafter be vested of all necessary powers and rights for winning working getting and carrying away the excepted minerals and such similar mines minerals and substrata as aforesaid and any other mines and minerals but by underground workings only and without injuring or interfering in any way with the surface of the property or of the access ways

(f) A reservation to the Vendor in fee simple for the benefit of all adjoining or neighbouring lands now vested in the Vendor (and of every part thereof) of the following:—

- (i) Full and free right of liberty at any time to build to any height whatsoever on any such adjoining or neighbouring lands notwithstanding the same may affect or diminish the light or air now or hereafter to be enjoyed by the occupiers for the time being of any building at any time on the property and
- (ii) The free passage and running of water and soil as heretofore enjoyed through or over the property by means of all or any pipes sewers watercourses and drains at present thereon including the said pipes or barrel drains leading from the said boreholes and such other pipes or barrel drains as aforesaid from and to other lands of the Vendor with full right and liberty for the Vendor and her successors in title and her and their agents and licensees to enter upon the property and every part thereof for the purpose of inspecting repairing renewing relaying and cleansing the said pipes sewers watercourses and drains or removing therefrom any obstruction
- (iii) Full and free right and liberty at any time and from time to time to enter upon the property for the purpose of inspecting opening repairing renewing and cleansing the said Boreholes.
- (g) A reservation to the Vendor and her successor in title for the benefit of her retained land and each and every part thereof situated respectively on
  - (i) Part O.S. 230 and
  - (ii) O.S. 282

of full and free right and liberty at all times and from time to time and for all purposes with or without horses and other animals carts and other vehicles (howsoever drawn or propelled) to pass onto over along across and out of (in the case of the said land situated on Part O.S. 230) the land shown coloured green on the plan and (in the case of the said land situated on Part O.S. 282) the land shown coloured yellow on the plan.

9. The Purchaser will in the Conveyance to him covenant with the Vendor to the intent that the benefit of these covenants may be annexed to and enure for the protection and benefit of all land now vested in the Vendor (under whatever title) and situate within a radius (hereinafter called "the specified radius") of half a mile measured in any direction from any part of the boundary of the property and of each and every part of such land capable of being benefited thereby that the Purchaser and his successors in title will

(a) At all times and at his own expense maintain the fences bounding the property indicated by "T" marks within the boundary on the Sale Plan to the satisfaction in all respects of the Vendor or her agent for the time being

(b) Make good all damage which may now or at any time be caused or occur to any drain sewer pipe or cable (which may cross the purchased land or some part thereof) as a result of anything done by the Purchaser or his successors in title or by any person authorised by the Purchaser or his successors in title

(c) At all times hereafter to keep and maintain both the said land shown coloured green on the plan and the said land shown coloured yellow on the plan in good and sufficient repair and condition in each case as a suitable means of access for vehicles or persons on foot to the Vendor's adjoining land to the satisfaction of the Vendor's Agent

(d) At all times hereafter to observe and perform the said obligations

10. The Purchaser shall in the Conveyance to him covenant with the Vendor to the intent that the burden of the covenant may run with and bind the land thereby conveyed and every part thereof and that the benefit of this covenant may be attached to each and every square yard of land now belonging to the Vendor within the specified radius that:—

(a) The Purchaser will not without the written consent of the Estate Owner (as the same is hereinafter defined) use or permit to be used the property or any building or erection for the time being thereon (whether permanent or temporary) as a flat or shop or for the sale of wine beer ale or any spirituous or intoxicating liquors or for any manufacture whatsoever or for the holding of any public or political meeting or as a place of public entertainment or recreation or as a club or otherwise than for the purpose of agriculture

(b) The Purchaser will not without the written consent of the Estate Owner leave or cause or permit or suffer to be left on the access ways or any part thereof any vehicle or agricultural machine or any chattel nor cause any obstruction or permit any obstruction to be caused to the access ways

(c) That no act or thing which in the opinion of the Estate Owner is or may be or may give rise to a public or private nuisance shall ever be done or suffered to be done upon any part of the property or in any building or erection at any time thereon and in particular that nothing shall be done or suffered on the property which may lead to the pollution of the stream shown coloured blue on the plan or which would render the said stream unfit for the irrigation of watercress beds

11. For the purpose of Clause 10 hereof the expression "Estate Owner" means the Vendor personally during her life and after her death the owner for the time being of the Mansion House known as Albury Park Albury aforesaid

12. The property is sold subject to all rights of the tenants of the beforementioned watercress beds over or in relation thereto (including rights in relation to the said boreholes and the said pipes or barrel drains hereinbefore mentioned) under or by virtue of an Agreement made the 24th day of April, 1954, between the Vendor of the one part and Edward Francis Coe Gilbert Henry Coe and Richard Bean Armison trading as Messrs. R. Coe and Sons of the other part but excluding the benefit of all rent payable by the tenants under the said Agreement