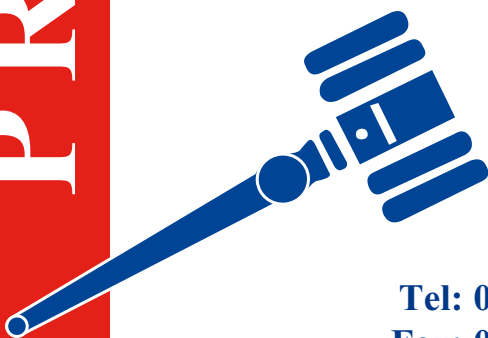


# PROPERTY AUCTION

**Cottons**  
Chartered Surveyors

**THURSDAY  
8TH JULY 2010  
AT 11.00 AM**

**ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE**



**Tel: 0121 247 2233  
Fax: 0121 247 1233  
E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)**

# IMPORTANT NOTICE TO BE READ BY ALL BIDDERS

## CONDITION OF SALE

Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not.

## AUCTIONEERS ADVICE

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fitments, drains and any other pipework, appliances, heating systems and electrical fitments. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.
7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.
8. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.
10. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.
11. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.
12. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.
13. The Auctioneers reserve the right to photograph successful bidders for security purposes.
14. The successful bidder will be required to pay an Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.
15. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

## FOOTNOTE

If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

# Auction Sale

## 72 LOTS

Comprising of a range of Residential and Commercial Vacant and Investment properties along with Freehold Land, Building Plots, Agricultural Land, Freehold Ground Rents and a Freehold former Hotel and various properties on behalf of Trustees in Bankruptcy and LPA Receivers.

- 31 Freehold Vacant Residential
- 17 Freehold Vacant Commercial
- 7 Freehold Residential Investment
- 5 Freehold Commercial Investment
- 3 Parcels of Freehold Land
- 2 Freehold Building Plot
- 1 Freehold Development Land
- 1 Freehold Development Opportunity
- 1 Freehold Public Houses/Restaurants
- 1 Freehold Residential Investment
- 1 Leasehold Vacant Residential
- 1 Freehold Ground Rent Investment
- 1 Freehold Hotel/Business Opportunity

### ORDER OF SALE

#### Lot Property

|   |                                  |
|---|----------------------------------|
| 1. Warley Reservoir Cottage, Oldbury    | Freehold Vacant Residential      |
| 2. 66 Walsingham Street, Walsall        | Freehold Vacant Residential      |
| 3. 85 Coltham Road, Willenhall          | Freehold Vacant Residential      |
| 4. 31 Lupin Road, Dudley                | Freehold Vacant Residential      |
| 5. 16 Marsh Lane, Erdington             | Leasehold Vacant Residential     |
| 6. 28 Davenport Road, Tettenhall        | Freehold Vacant Residential      |
| 7. 626 Parkfield Road, Wolverhampton    | Freehold Vacant Residential      |
| 8. 50 Burleigh Road, Wolverhampton      | Freehold Vacant Residential      |
| 9. 33 Wood Street, Wollaston            | Freehold Vacant Residential      |
| 10. 464 Harborne Park Road, Harborne    | Freehold Residential Investment  |
| 11. 1 Charnwood Close, Bilston          | Freehold Vacant Residential      |
| 12. 116 Fenton Street, Brierley Hill    | Freehold Vacant Comm/Residential |
| 13. Land behind Ivy House Road, Oldbury | Freehold Land                    |
| 14. 156 Wellington Road, Bilston        | Freehold Vacant Residential      |
| 15. The British Queen, Dudley           | Freehold Vacant Public House     |
| 16. 21 Rycroft Grove, Kitts Green       | Leasehold Vacant Residential     |
| 17. 29 Holder Road, Yardley             | Freehold Residential Investment  |
| 18. 4 Hannah Road, Bilston              | Freehold Vacant Residential      |
| 19. 21 Robinson Way, Minworth           | Freehold Vacant Residential      |
| 20. 1 Water Orton Lane, Minworth        | Freehold Vacant Residential      |
| 21. 9 Water Orton lane, Minworth        | Freehold Vacant Residential      |
| 22. 46 Wolverhampton Street, Dudley     | Freehold Vacant Commercial       |
| 23. 44 Showell Road, Bushbury           | Freehold Residential Investment  |
| 24. 2 Lloyd Street, Wednesbury          | Freehold Vacant Commercial       |
| 25. 11 Crompton Road, Nechells          | Freehold Vacant Residential      |
| 26. 9 Hollies Road, Polesworth          | Freehold Residential Investment  |



|  |                                      |
|--|--------------------------------------|
| 27. 157 Hednesford Road, Heath Hayes             | Freehold Commercial Investment       |
| 28. Yard & Workshop rear of 157 Hednesford Road  | Freehold Vacant Commercial           |
| 29. 22 Booth Street, Darlaston                   | Freehold Vacant Residential          |
| 30. 85 Reservoir Road, Walsall                   | Freehold Residential Investment      |
| 31. Building Plot rear of 201/203 Coles Lane     | Freehold Building Plot               |
| 32. Building Plot adj 50 Trentham Rd, Coventry   | Freehold Building Plot               |
| 33. 242 Stafford Road, Wolverhampton             | Freehold Vacant Residential          |
| 34. 715-717 Bristol Rd Sth, Northfield           | Freehold Vacant Commercial           |
| 35. Former Duke's Head, Duke St, Wolverhampton   | Freehold Development Opportunity     |
| 36. 38 Bertha Road, Tysley                       | Freehold Vacant Comm/Residential     |
| 37. 89 Weoley Castle Road, Weoley Castle         | Freehold Residential Investment      |
| 38. Land at Blue Road, Rowley Regis              | Freehold Land                        |
| 39. 19 Horace Partridge Road, Wednesbury         | Freehold Vacant Residential          |
| 40. 127 Heath Mill Lane, Digbeth                 | Freehold Vacant Commercial           |
| 41. 39 Berry Street, Wolverhampton               | Freehold Commercial Investment       |
| 42. 8 Blue Cedar Drive, Streetly                 | Freehold Vacant Residential          |
| 43. Site r/o 228-234 Stourbridge Rd, Halesowen   | Freehold Development Site            |
| 44. 158 Dudley Road, Winson Green                | Freehold Commercial Investment       |
| 45. 160 Dudley Road, Winson Green                | Freehold Commercial Investment       |
| 46. 20 Falconhurst Road, Selly Oak               | Freehold Vacant Residential          |
| 47. 3 High Street, Market Drayton                | Freehold Vacant Commercial           |
| 48. Apartments 1-15 Grosvenor Place, Birmingham  | Freehold Ground Rent Investment      |
| 49. 77 Holyhead Road, Handsworth                 | Freehold Vacant Commercial           |
| 50. 730/736 Alum Rock Road, Alum Rock            | Freehold Vacant Commercial           |
| 51. Greswolde Park Hotel, Acocks Green           | Freehold Hotel/Business Opportunity  |
| 52. The Q Club, R/o 164 High St, Burton-on-Trent | Freehold Vacant Business Opportunity |
| 53. 11 Market Place, Willenhall                  | Freehold Commercial Investment       |
| 54. Land 6F Portway Hill, Rowley Regis           | Freehold Land                        |
| 55. 1 Red Lion Close, Tividale                   | Freehold Vacant Residential          |
| 56. 261 Cherrywood Road, Bordesley Green         | Freehold Vacant Residential          |
| 57. 4 Oaklands Road, Wolverhampton               | Freehold Vacant Residential          |
| 58. 40 Anderson Road, Erdington                  | Freehold Vacant Residential          |
| 59. 5 Grove Street, Dudley                       | Freehold Vacant Residential          |
| 60. 1 & 2 Walsall St, Willenhall                 | Freehold Mixed Use Property          |
| 61. Roapp Hall, Dorset Road Terrace, Wednesbury  | Freehold re-development Opportunity  |
| 62. 166 Wheelwright Road, Erdington              | Freehold Vacant Residential          |
| 63. 9 Hamberley Court, Winson Green              | Freehold Residential Investment      |
| 64. 7 Bottrill Court, Bottrill St, Nuneaton      | Freehold Premises                    |
| 65. 31 Pale St, Dudley                           | Freehold Vacant Residential          |
| 66. 6 Wellington Road, Bilston                   | Freehold Vacant Residential          |
| 67. 5 Oaken Drive, Willenhall                    | Freehold Vacant Residential          |
| 68. 21 Beeches Road, Great Barr                  | Freehold Vacant Residential          |
| 69. 69 Limes Avenue, Brierley Hill               | Freehold Vacant Residential          |
| 70. 192 Bushbury Road, Wolverhampton             | Freehold Vacant Residential          |
| 71. 54 Station Road, Acocks Green                | Freehold Residential Investment      |
| 72. 472-474 Tessal Lane, Northfield              | Freehold Vacant Commercial           |

**Auctioneers** Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS

**Valuers** Ian M. Axon, Steve Smith B.Sc. Hons MRICS MNAVA

**Auction Manager** Alison J. Bosworth

**Auction Team** Peter C. Longden FRICS, Mark M. Ward AssocRICS Kevin Hogan, Nada Turton, Jane Moran, Tricia Doyle, Hughie McCourt, Derek Dolphin, Gerry Connolly and Jayne Turton.





# IMPORTANT NOTICE

## PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque**
- **Debit/Credit Card Payments**

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- **Credit Card Payments** (Please note we only accept Visa and MasterCard)  
(credit card payments are subject to a surcharge of 2%) All cards must be Chip & Pin enabled.

All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

- **Full UK Passport or Driving Licence**  
**(for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement**  
(as proof of your residential address)

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

### MISREPRESENTATION ACT

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.





## Warley Reservoir Cottage, Castle Road East, Oldbury, B68 9BH

### Property Description

A detached cottage of rendered brick construction surmounted by a pitched tile clad roof, occupying a corner plot and prominently situated at the junction of Castle Road East and Harborne Road. The property is situated in the popular residential area of Warley within close proximity to Warley Woods Golf Course and Park and within approximately three quarters of a mile distance from Bearwood Road Shopping Centre. Both Hagley Road West (A456) and Wolverhampton Road (A4123) are within a quarter of a mile distance and provide access to both Birmingham and Wolverhampton City Centres.

Rear Entrance Hall, Cloak Room with WC and wash basin

### First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panel bath having shower over, wash basin and WC

### Outside

Secure gated driveway providing ample off road parking, Garage and surrounding lawned gardens

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

### Accommodation

#### Ground Floor

Reception Hall, Lounge, Sitting Room, Breakfast Kitchen, Lobby with store,



**LOT 2****Freehold Vacant Possession  
By Instruction of the Trustees in Bankruptcy****66 Walsingham Street,  
Walsall WS1 2JY****Property Description**

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from gas fired central heating, part replacement UPVC windows and three bedrooms. Walsingham Street forms part of an established residential area and is situated off Chuckery Road and located approximately one third of a mile distance to the east of Walsall Town Centre.

**Accommodation****Ground Floor**

Front Reception Room, Rear Reception Room with cellar access, Rear Entrance Hall, Kitchen, Lobby, Bathroom with panelled bath, pedestal wash basin and wc

**First Floor**

Stairs and Landing, Three Bedrooms

**Outside**

(Rear) Lawned garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

**LOT 3****Freehold Vacant Possession****85 Coltham Road,  
Willenhall,  
West Midlands,  
WV12 5QD****Property Description**

A three bed mid terrace property of brick construction surmounted by a tile clad roof directly fronting the pavement. The property offers well laid out accommodation however does require modernisation and improvement. Coltham Road can be located off Bloxwich Road North and Straight Road (A462)

**Accommodation****Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen and Bathroom having panel bath, wasah basin and WC

**First Floor:**

Bedroom 1 and 2, stairs to

**Second Floor:**

Bedroom 3

**Outside:**

(Rear) Garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233



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**31 Lupin Road, Kate's Hill,  
Dudley, DY2 7NR**

**Property Description:**

A semi detached house of rendered brick construction surmounted by a slate clad roof benefiting from UPVC replacement windows and gas fired central heating. Lupin Road leads off Bunn's Lane and forms part of an established residential area known as Kate's Hill and the property is conveniently within approximately three quarters of a mile distance from Dudley Town Centre.

**Accommodation:**
**Ground Floor:**

Entrance Hall, Lounge, Rear Entrance Hall, Separate WC, Kitchen with a range of modern fitted units, Bathroom with panel bath and wash basin

**First Floor:**

Stairs and Landing, Two Double Bedrooms

**Outside:**

(Front) Foregarden with pedestrian side access to rear

(Rear) Yard and garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

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## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 15th September 2010 at Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



# Leasehold Vacant Possession (option available to purchase Freehold)

**16 Marsh Lane,  
Erdington, Birmingham,  
B23 6NX**

## Property Description

A traditional mid terrace house of brick construction surmounted by a pitched tile clad roof benefiting from three bedrooms and part UPVC double glazed windows but requiring modernisation and improvement throughout. The property is situated to the eastern section of Marsh Lane conveniently located within approximately one quarter of a mile distance from Erdington Railway Station and a third of a mile distance from Erdington High Street which provides access to a wide range of retail amenities and services.

## Accommodation

### Ground Floor

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panel bath, wash basin and WC

### First Floor

Stairs and Landing, Three Bedrooms

### Outside

(Front) Foregarden

(Rear) Yard and Garden



## Leasehold Information

**Lease Term:** The grant of a new one hundred year lease from the date of completion

**Ground Rent:** £250 per annum (escalating every 20 years)

**Important Note:** An option to purchase the freehold interest of this property for a fixed sum of £6,000 is granted to the successful buyer on completion. We understand this option is to be exercised by 2nd September 2010. Please refer to the legal pack for full details.

## Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

## Viewings

Via Cottons – 0121 247 2233

## DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

If you need any help please contact the Auction Team  
Tel 0121 247 2233







**28 Davenport Road, Tettenhall,  
Wolverhampton, WV6 8RN**

### Property Description

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof providing well laid out accommodation, but requiring complete modernisation and improvement throughout. The property forms part of the popular and established residential area of Tettenhall and Davenport Road leads off Regis Road, which in turn leads off Wergs Road (A41) and provides direct access to Wolverhampton City Centre being within approximately one and a half miles distance.

### Accommodation

#### Ground Floor

Vestibule Entrance, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

### First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panel bath, wash basin and WC

### Outside

(Front) Lawned foregarden with tarmacadam hard standing

(Rear) Tarmac yard, brick store and lawned garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233



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**LOT 7****Freehold Vacant Possession****626 Parkfield  
Road, Parkfields,  
Wolverhampton,  
WV4 6EF****Property Description**

A mid terrace property of brick construction surmounted by a tile clad roof set back from the road behind a small walled foregarden. The property benefits from having UPVC double glazing. The property is located on Parkfield Road (A4039) and is approximately within a mile and a half distance of Wolverhampton City Centre.

**Accommodation****Ground Floor**

Entrance Hallway, Lounge, Kitchen/ Dinner, Rear Lobby, Stairs to.

**First Floor**

Having Two Bedrooms, Bathroom with panel bath, wash basin and WC, Stairs to Loft Room.

**Outside**

(Front) Walled Foregarden  
(Rear) Garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

**LOT 8****Freehold Vacant Possession****50 Burleigh Road,  
Penn Fields,  
Wolverhampton  
WV3 0HW****Property Description**

A traditional end terraced house of part rendered brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows/ external doors and gas fired central heating. Burleigh Road forms part of an established residential area and is located off Owen Road which in turn leads off Lea Road and the property is conveniently within approximately half a mile distance to the south west of Wolverhampton City Centre.

**Accommodation****Ground Floor**

Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with modern suite comprising panelled bath, pedestal wash basin and wc

**First Floor**

Stairs and Landing, Two Double Bedrooms

**Outside**

(Front) Small foregarden  
(Rear) Paved yard, lawned garden with patio area and shared pedestrian access

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233



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**33 Wood Street,  
Wollaston, Stourbridge,  
DY8 4NN**

**Property Description**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road with a tarmacadam covered foregarden allowing for off road parking. The property benefits from well laid out accommodation part UPVC double glazed windows and gas fired central heating. Wood Street is located off Vicarage Road (B4537) and High Street (A458) and the property is within approximately half a mile distance from Stourbridge Centre

**Accommodation**

**Ground Floor**

Entrance Hallway, Lounge, Dining Room, Kitchen, Stairs to

**First Floor**

Three Bedrooms and Bathroom with panel bath wash basin and separate WC



**Outside**

(Front) Tarmacadam covered foregarden  
(Rear) Garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

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our Lettings Department**

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361 Hagley Road, Birmingham,  
B17 8DL  
[www.cottons.co.uk](http://www.cottons.co.uk)**





# **464 Harborne Park Road, Harborne, Birmingham, B17 0NG**

## **Property Description**

A traditional mid terrace house of brick construction surmounted by a pitched replacement tile clad roof offered for sale in a presentable and well maintained condition benefiting from UPVC Double Glazed windows and external doors, gas fired central heating and modern kitchen fitments. The property is set back from the road behind a small foregarden and is situated close to the junction with Metchley Lane. The Queen Elizabeth Hospital is within approximately one quarter of a mile distance, and both the University of Birmingham and Harborne shopping area located on the High Street are within approximately three quarters of a mile distance. The accommodation is laid out to provide three letting rooms although only two rooms are currently let on an assured Shorthold tenancy expiring 31st July 2011 and at a rental of £575 pcm (£6,900 per annum)

## **Accommodation**

### **Ground Floor**

Reception Hall, Front Reception Room/Bedroom Three, Rear Reception Room, Kitchen with a range of modern fitted units.



## **First Floor**

Stairs and Landing, Two Bedrooms, Bathroom with panel bath having electric shower over, wash basin and WC.

## **Outside**

(Front) Small foregarden  
(Rear) Paved yard/garden with pedestrian rear access.

## **Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

## **Viewings**

Via Cottons – 0121 247 2233

# **IMPORTANT NOTICE**

## **Auction deposits may be paid by the following methods**

**Bank/Building Society draft**

**Debit/Credit card**  
*(credit card payments subject to a surcharge of 2%)*

**Personal/Company Cheque**  
*(all cheques are subject to a valid form of identification  
eg. passport or driving licence)*

**If you have any questions regarding Deposit payment then please  
contact our Auction Department prior to the Sale day.**





## 1 Charnwood Close, Bilston, West Midlands WV14 8NB

### Property Description:

A semi detached property of rendered construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and driveway allowing for off road parking. The property benefits from having UPVC double glazed windows, gas fired central heating and modern kitchen and bathroom fitments. Charnwood Close is located off Bull Lane which in turn is located off either Great Bridge Road (A4098) or the Black Country New Road (A41).

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Kitchen, Lean to with brick built store

### First Floor:

Stairs and Landing, Three Bedrooms and Bathroom having panelled bath, pedestal wash hand basin and WC

### Outside:

(Front) Lawned foregarden and driveway

(Rear) Lawned garden with off road parking to the rear.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## Notice Completion Dates

PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.

IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.





## 116 Fenton Street, Brierley Hill, West Midlands DY5 3HD

### Property Description

The property comprises of a ground floor retail premises which has previously traded as a convenience store together with a recently refurbished self contained two bedroom flat to the first floor. The property is of part rendered brick construction and surmounted by a tile clad roof. The ground floor retail unit benefits from having double glazed shop front with electric roller shutter, separate store room, kitchen and bathroom. The first floor flat benefits from having recently been refurbished to included modern kitchen and bathroom fitments and is in presentable condition throughout. Fenton Street is located off Street More Street which can be found off High Street (A461).

### Accommodation

#### Ground Floor (Retail Shop)

Retail area extending to approximately 42.8 sq metres (461 sq ft), Rear Store

Room, Kitchen/Diner and Bathroom having panelled bath, wash basin and WC

#### First Floor Flat (accessed from a separate entry on the ground floor)

Kitchen/Reception Room, Two Bedrooms and Shower Room having shower cubicle, WC and wash basin

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233



**LG** LEX ALLAN & GROVE



**COTTONS**  
THE AUCTIONEERS





## Land behind 65-97 Ivy House Road, Rowley Regis, near Oldbury

### Description

A sloping irregular shaped unfenced site of approximately 7,360sq.m. (1.82 Acres), lying behind of No's 65 to 97 Ivy House Road. The site is part of a large area of public open space which is bounded by housing to the South.

Site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

### Planning

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233







## 156 Wellington Road, Bilston, West Midlands, WV14 6AZ

### Property Description

A freehold detached property with rendered elevations surmounted by pitched roof and comprising of substantial well laid out accommodation and a large car park to the rear of the property accessed via a roller shutter protected driveway. The most recent use of the property was as a Guest House/Bed and Breakfast. The property is located on Wellington Road close to the junction with Bell Street approximately 2 miles to the South East of Wolverhampton City Centre.

### Accommodation

#### Ground Floor

Entrance Lobby, Six Rooms, Kitchen, Bathroom and Two Separate WCs

### First Floor

Stair and Landing, Seven Rooms, Bathroom and Separate WC

### Outside (Front)

Tarmacadam parking area

### Outside (Rear)

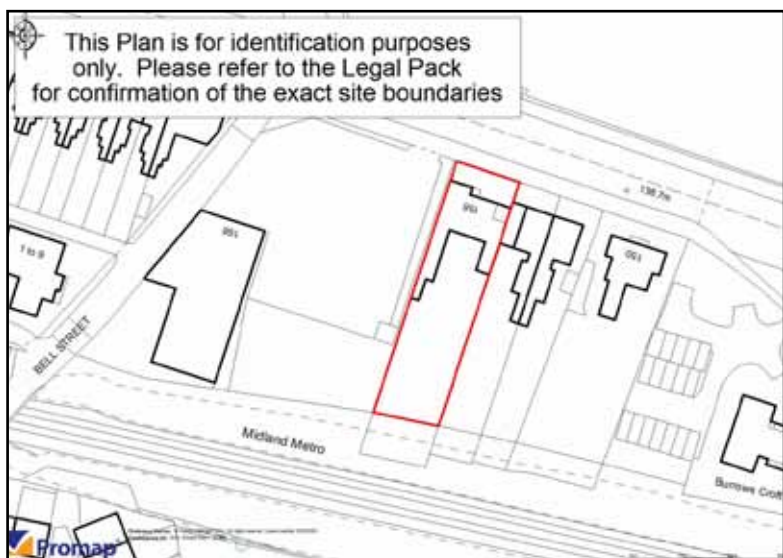
Car Park/Gardens

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## The British Queen, 55 Parkes Hall Road, Dudley, West Midlands, DY1 3SP

### Property Description:

A substantial detached property of traditional brick construction surmounted by a pitched tiled clad roof benefiting from UPVC Double Glazing and Gas Fired Central Heating. The property currently comprises of an L-shaped bar and kitchens to the ground floor with living accommodation to the first floor over. The property is located on the corner of Parkes Hall Road and Turley Road approximately 1.5 miles to the North West of Dudley Town Centre.

### Accommodation

#### Ground Floor

Reception Hall, L-shaped Bar area, Kitchen, Lean To with Male and Female W.Cs and access to large cellar.

### First Floor

Stairs and Landing, Living Room, Three Bedrooms and Bathroom with panelled bath, wash basin and W.C.

### Outside

(Front) The property fronts directly onto Parkes Hall Road.

(Rear and Side) Beer Garden

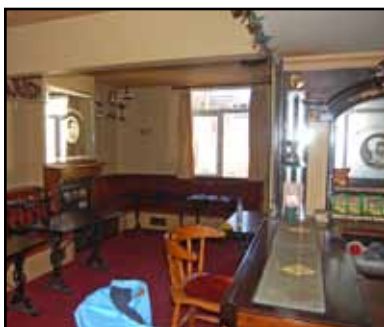
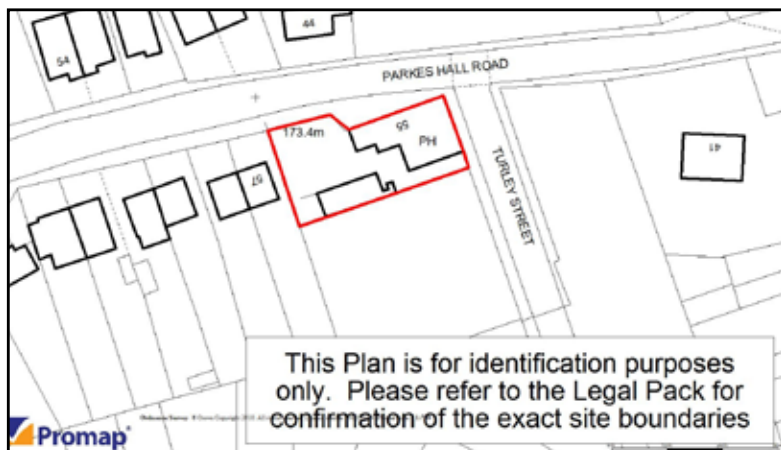
Please note VAT is payable on the purchase price

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



**IMPORTANT NOTE: Both the Particulars, Photo and Guide Price have been amended on 25th June 2010 and are different to those contained in the Catalogue.**



## 21 Rycroft Grove, Kitts Green, Birmingham B33 0DT

### Property Description:

A ground floor purpose built one bedroom flat forming part of a two storey property and situated in a cul-de-sac leading off Gossey Lane. The property benefits from well laid out accommodation, UPVC double glazed windows and gas fired central heating.

### Accommodation:

#### Ground Floor:

Side Entrance Hall, Lounge, Kitchen with a range of modern fitted units, Double Bedroom, Bathroom with panelled bath having shower over, pedestal wash basin and wc

### Outside:

Gardens

### Leasehold Information:

Term: 125 Years from 20 November 2000

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

**GUIDE PRICE £30,000 - £38,000**

## 29 Holder Road, Yardley, Birmingham B25 8AP

### Property Description

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a small walled garden. The property benefits from having well laid out accommodation, gas fired central heating and part UPVC double glazed windows. Holder Road is located off Hob Moor Road and Coventry Road (A45) which provides direct access to both Birmingham International Airport and Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £450 per calendar month (£5,400 per annum).

### Accommodation

#### Ground Floor

Lounge, Dining Room, Kitchen



### First Floor

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

### Outside

(Front) Walled foregarden

(Rear) Lawned Garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





**4 Hannah Road, Bilston,  
West Midlands, WV14 8ET**

**Property Description:**

A semi detached bungalow of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazed windows and gas fired central heating. Hannah Road is located off Bradley Lane which in turn can be found off Great Bridge Road (A4098).

**Outside:**

(Front) Walled foregarden

(Rear) Garden with brick built stores

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**Accommodation:**
**Ground Floor:**

Entrance Porch, Entrance Hallway, Lounge, Kitchen, Two Bedroom and Shower Room having shower cubicle, WC and wash basin, Veranda.

## PROXY & TELEPHONE BIDDING

**We can arrange to set up Telephone or  
Proxy Bids if you are unable to attend the Auction**

**Please contact the Auction Team on  
0121 247 2233**

**For further details and Terms & Conditions**







## 21 Robinsons Way, Minworth, Sutton Coldfield, West Midlands, B76 9BB

### Property Description

A semi detached cottage of brick construction surmounted by a pitched tile clad roof requiring complete modernisation and improvement throughout. The property is set back from the road behind a large verge area/public open space and forms part of the popular Minworth area. Robinsons Way leads off Water Orton Lane which in turn leads off Kingsbury Road (A4097).

### Accommodation

#### Ground Floor

Reception Hall, Cloak Room with WC, Kitchen, Lounge/Dining Room, Lobby, Bathroom with bath and wash basin.

### First Floor

Stairs and Landing, Three Bedrooms

### Outside

(Front) Garden with pedestrian side access to rear garden

(Rear) Rear garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## 1 Water Orton Lane, Minworth, Sutton Coldfield, West Midlands, B76 9BA

### Property Description

A semi detached cottage of brick construction surmounted by hipped tile clad roof requiring complete modernisation and improvement throughout and benefiting from mostly UPVC double glazed windows, gas fired central heating and a garage/off road parking located to the rear. Water Orton Lane leads off Kingsbury Road (A4097) and the property is set back behind a large verge area/public open space and is best approached by way of a tarmacadam service road located to the rear.

### First Floor

Stairs and Landing, Three Bedrooms

### Outside

Foregarden, Side Garden and Rear Garden which contains a garage providing off road parking, accessed by way of a tarmacadam service road.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

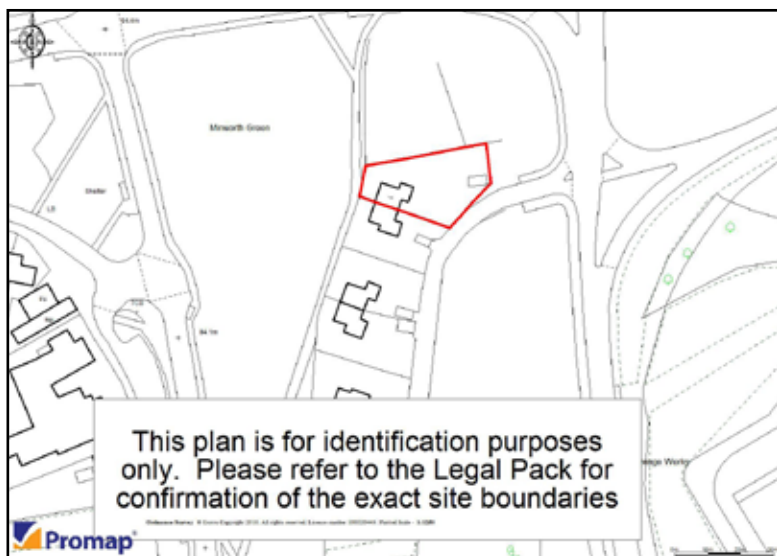
### Viewings

Via Cottons – 0121 247 2233

### Accommodation

#### Ground Floor

Entrance Hall, Front Reception Room, Rear Reception Room with pantry/store, Rear Entrance Hall, Shower Room with shower and wash basin, Separate WC, Veranda, Kitchen





## 9 Water Orton Lane, Minworth, Sutton Coldfield, West Midlands, B76 9BA

### Property Description

A semi detached cottage of brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows but requiring modernisation and improvement throughout. The property is set back from the road behind a large verge area/public open space and is best approached by a tarmac service road located to the rear which provides potential for off road parking in the rear garden. Water Orton Lane leads off Kingsbury Road (A4097).

### Accommodation

#### Ground Floor

Entrance Hall, Front Reception Room, Rear Reception Room with pantry/store, Rear Entrance Hall, Bathroom with panel bath, wash basin and separate WC, Kitchen

### First Floor

Stairs and Landing, Three Bedrooms

### Outside

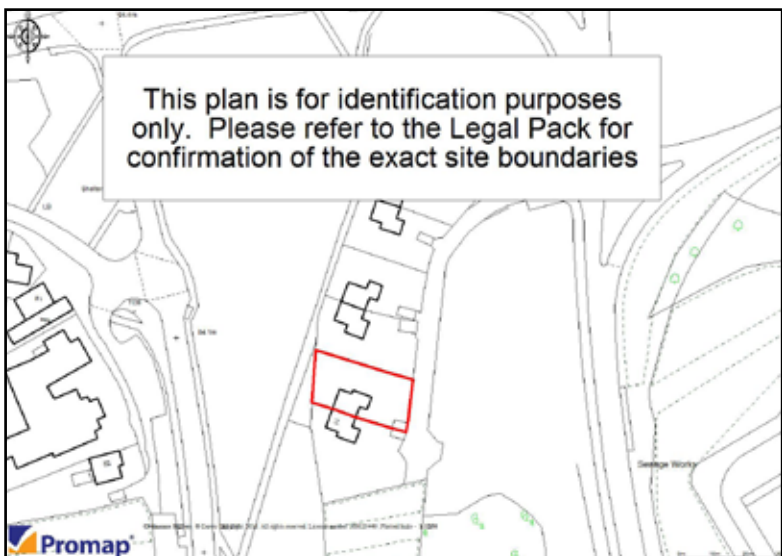
Foregarden, Side Garden and Rear Garden with potential for off road parking accessed from a tarmac service road.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





**46 Wolverhampton Street,  
Dudley, West Midlands, DY1 3AE**

**Property Description:**

A traditional retail unit with a substantial frontage to Wolverhampton Street having most recently been used as a Fireplace Showroom. The property extends to approximately 2,679sq.ft. and is located directly on the corner of Wolverhampton Street and Southall's Lane, approximately quarter of a mile to the West of Dudley Town Centre.

Rear Store Rooms and Separate WC with a Gross Internal Area of approximately 73sq.m. (786sq.ft.)

**First Floor:**

Stairs and Landing, Former Showrooms – Gross Internal Area of 131.9sq.m. (1,420sq.ft.)

Total Floor Area – 248.9sq.m. (2,679sq.ft.)

**Accommodation:**

**Ground Floor:**

Retail Shop extending to approximately 44sq.m. (473sq.ft.)

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233

**--- Legal Documents Online ---**



Legal Documents

Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Service Provided By The Essential Information Group Ltd  
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Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advice.







## 44 Showell Road, Bushbury, Wolverhampton, WV10 9LT

### Property Description

An end terrace property constructed of brick set back from the road behind a small walled foregarden. The property benefits from having been refurbished and includes UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fittings and is in presentable condition throughout. Showell Road is located off Bushbury Lane and Stratford Road (A449) the property is currently let on an assured shorthold tenancy agreement producing a total rental of £525 pcm (£6,300 per annum)

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, Bathroom having panel bath, wash basin and WC, Stairs to

#### First Floor:

Three Bedrooms

#### Outside:

(Front) Walled foregarden

(Rear) Lawned garden

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





## 2 Lloyd Street, Wednesbury, West Midlands, WS10 7JJ

### Property Description

A detached brick built warehouse premises being two storeys at the front and single storey to the rear of the premises with a Gross Internal Floor Area of approximately 563.2 sq m (6,062 sq ft). The property itself is located on Lloyd Street which runs directly off Bilston Road, which in turn runs directly off Darlaston Road (A462).

### Accommodation

#### Ground Floor

Loading Bay 1 extending to approximately 110 sq m (1184 sq ft)

Loading Bay 2 extending to approximately 80.3 sq m (865 sq ft)

Main Warehouse extending to approximately 248 sq m (2,674 sq ft)

### First Floor

Further accommodation extending to approximately 124.9 sq m (1345 sq ft)

Total Floor Area – 563.2sq.m. (6,062sq. ft.)

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

## 11 Crompton Road, Nechells, Birmingham, B5 5SH

### Property Description

A traditional mid terraced house of rendered brick construction surmounted by a pitched replacement tile clad roof providing well laid out accommodation and requiring complete modernisation and improvement throughout. Crompton Road forms part of an established mixed area and leads off Longacre which leads off Cuckoo Road (B4137) and which in turn leads off Lichfield Road (A5127). Both Aston Railway Station and the M6 Motorway (junction 6) are conveniently within approximately half a mile distance and Birmingham City Centre lies within approximately one mile distance to the south west.

### Accommodation

#### Ground Floor

Entrance Hall, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with access to Cellar, Rear Entrance Hall, Bathroom with panel bath, wash basin and WC



### First Floor

Stairs and Landing, Three Bedrooms

### Outside

(Front) Small paved foregarden

(Rear) Yard and garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## 9 Hollies Road, Polesworth, Near Tamworth, Staffordshire B78 1NH

### Property Description:

An end terraced house of cross wall construction surmounted by a pitched tile clad roof and set back behind a gravelled foregarden. Hollies Road leads off St Helena Road which in turn leads off Grendon Road (B5000) and the property is conveniently within approximately half a mile distance from a range of local shops and amenities on Bridge Street. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

### Accommodation:

Note: The accommodation has not been inspected by the auctioneers and we are advised by the tenants that it contains the following:

### Ground Floor:

Entrance Hall, Living Room, Kitchen

### First Floor:

Stairs and Landing, Two Bedrooms, Bathroom with bath having shower over, wash basin and wc.

We are further advised by the tenants that the property benefits from double glazed windows and gas fire central heating

### Outside:

(Front) Gravelled foregarden with pedestrian side access to rear

(Rear) Garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction on **Wednesday 15th September 2010 at Aston Villa Football Club, Aston Villa, Birmingham**. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





## 157 Hednesford Road, Heath Hayes, Cannock WS12 3HN

### Property Description

A freehold mixed investment property comprising of a long established ground floor bakery shop along with three well laid out and self contained flats to the rear and first floor over. The property prominently fronts Hednesford Road opposite the junction with Stafford Street and situated amongst a range of local shops and amenities serving the surrounding residential catchment area. Cannock Town Centre lies within approximately two miles distance to the west. All units have the benefit of separate electricity and gas metres (where fitted) and the property benefits from part UPVC double glazed windows and electric storage heating to flat 1 and separate gas fired central heating systems to flats 2 and 3. The property is currently let as follows:

### Retail Shop

Let as 'Tennants Bakery' holding over following the expiry of a five year lease and on internal repairing and insuring terms  
Rental: £3,980 per annum

**Note** We understand that this tenant has been in occupation for in excess of 20 years

**Flat 1** Let on an Assured Shorthold Tenancy  
Rental: £3,850 per annum

**Flat 2** Currently Vacant

**Flat 3** Currently Vacant

**Current Total Rental Income**  
£7,830 per annum

**Potential Total Rental Income**  
(when fully let) £15,230 per annum approx

### Accommodation

#### Ground Floor

##### Bakery Shop

Retail Area: 28.19sq.mtrs (303sq. ft) having a traditional shop front and seating area with twelve covers, Preparation Area, Rear Entrance Hall/ Store and Kitchen 14.79sq.mtrs (159sq. ft), Cloak Room with wc and wash basin 1.63sq.mtrs (17sq.ft)

Gross Internal Area: 44.61sq.mtrs (480sq.ft)

#### Flat 1

Reception Hall, Bedroom, Lounge, L-shaped Kitchen, Shower Room with glazed shower enclosure, pedestal wash basin and wc.  
Shared Side Entrance to

#### First Floor

Stairs and Landing

#### Flat 2

Reception Hall, Bedroom, Lounge, Breakfast Kitchen, Shower Room with shower, pedestal wash basin and wc

#### Flat 3

Lounge, Bedroom, Kitchen, Lobby, Shower Room with shower, pedestal wash basin and wc

#### Outside

Side driveway and rear yard

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings

Via Cottons – 0121 247 2233







## Yard & Workshop to Rear of 157 Hednesford Road, Heath Hayes, Cannock WS12 3HN

### Property Description

A single storey brick built workshop set back behind a yard/car parking area and accessed by way of a vehicular right of way situated adjacent to 157 Hednesford Road.

The workshop is currently in a state of disrepair however, we understand that it benefits from a pedestrian side access off Chapel Street and has a separate electricity service and wc connection to the main sewer although the buyer will be responsible for the cost in separating the water supply which is currently served from number 157 Hednesford Road.

### Accommodation

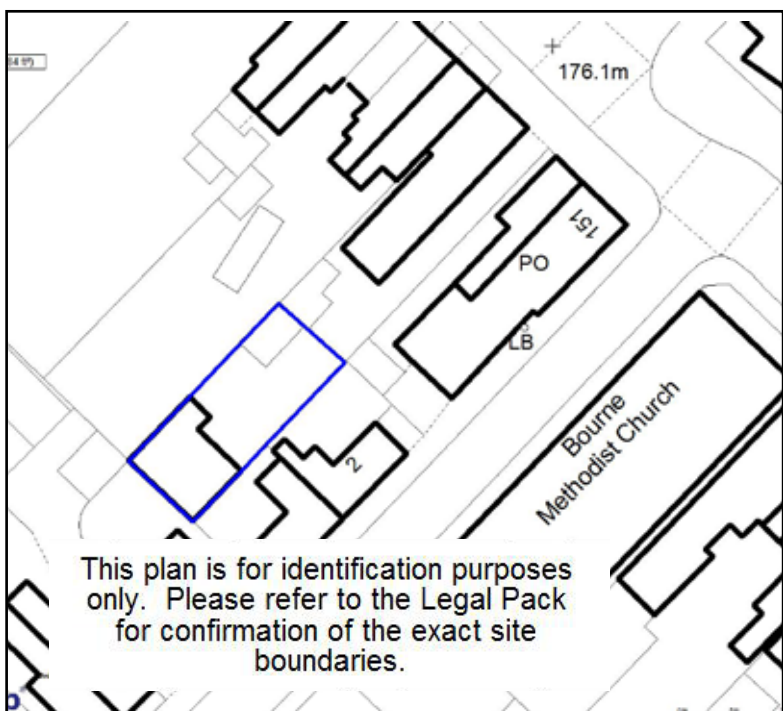
Workshop: 53.95sq.mtrs (580sq.ft) approximately.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – External Only



## LOT 29

## Freehold Vacant Possession

**22 Booth Street,  
Darlaston, Wednesbury,  
WS10 8JB**

### Property Description

Mid terrace property of brick construction surmounted by a tile clad roof, directly fronting the pavement. The property benefits from having well laid out accommodation, gas fired central heating and is offered for sale in a presentable condition. Booth Street is located off Queen Street which in turn can be found off Willenhall Road, the property is within approximately half a mile distance from the main shopping area located in Darlaston.

### Accommodation

#### Ground Floor

Lounge, Dining Room, Kitchen, Stairs to

#### First Floor

Landing, Two Bedrooms and Bathroom with panel bath, WC and wash basin

### Outside

(Rear) Garden



### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

## LOT 30

**85 Reservoir Street,  
Walsall WS2 9TQ**

### Property Description

A mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. Reservoir Street leads off Ida Road which in turn leads off Pleck Road (A4148) and the property is conveniently within approximately three quarters of a mile distance from both Walsall Town Centre and the M6 Motorway (junction 9). The property is currently let on an Assured Shorthold Tenancy at a rental of £310 per calendar month (£3,720 per annum).

### Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen

### First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom



### Outside

(Front) Paved foregarden

(Rear) Partly Paved garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## Building Plot to Rear 201 & 203 Coles Lane, Maney, Sutton Coldfield, B72 1NP

### Property Description

A parcel of Freehold building land, rectangular in shape and directly fronting Ebrook Road, situated to the rear of numbers 201 and 203 Coles Lane. The plot has the benefit of planning consent for the erection of a detached dormer bungalow and forms part of a popular and established residential area known as Maney and conveniently located within approximately half a mile distance to the south of Sutton Coldfield town centre.

### Planning:

Full planning consent was granted by Birmingham City Council on 7th September 2009 (reference 2009/03036/PA) for the erection of 1 detached dormer bungalow, including approval of access and layout. The plans approved with the consent detail the following accommodation:-

### Proposed Accommodation:

#### Ground Floor:

Reception Hall, Lounge, Dining Kitchen, Utility Room, Bath/Shower Room, Bedroom One (double)

#### First Floor:

Stairs and Landing, Master Bedroom (double) with Dressing Room and En-Suite Shower Room, Bedroom Three (double)

#### Outside:

(Front) Foregarden with driveway and off road parking  
(Rear) Garden

A copy of the plans and planning consent are available for inspection at the Auctioneers offices or alternatively may be downloaded from the Birmingham City Council website reference 2009/03036/PA

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## Residential Building Plot Adjacent to 50 Trentham Road, Coventry CV1 5BD

### Property Description

A parcel of freehold building land, rectangular in shape and located adjacent to 50 Trentham Road. The plot benefits from planning consent for the erection of a two storey dwelling house and is situated in an established residential area predominantly containing a range of traditional terraced housing. Trentham Road is situated off Harnall Lane East and is situated approximately three quarters of a mile distance to the North East of Coventry City Centre.

### Planning

The plot benefits from planning consent granted by Coventry City Council (Ref: 54476 and dated on 29th April 2008 for the erection of a two storey dwelling house and reserved matters relating to the consent were approved on the 16th July 2009.

The plans approved with the consent detailed the following accommodation

### Ground Floor

Lounge/Dining Room, Cloak Room with wc and wash basin, Kitchen

### First Floor

Stairs and Landing, Two Bedrooms and Shower Room

### Outside

Rear garden

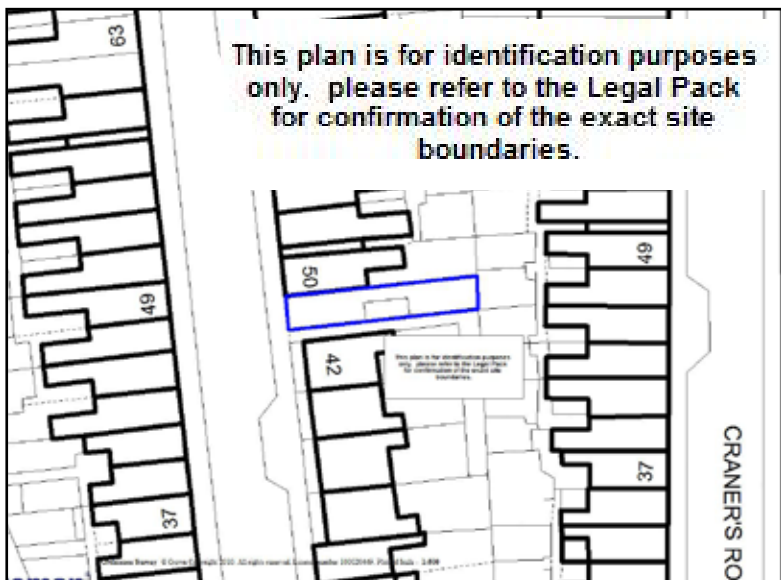
A copy of the planning consent is available from the Auctioneers.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – External Only







## 242 Stafford Road, Wolverhampton, WV10 6DF

### Property Description:

A semi detached property of rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a paved foregarden allowing for off road parking and access to garage. The property benefits from having double glazed windows, gas fired central heating and modern kitchen fitments. The property is located on the Stratford Road (A449) close to the junction with Ripon Road, the property itself is within approximately two miles distance from Wolverhampton City Centre

### Accommodation:

#### Ground Floor:

Lounge, Dining Room, Kitchen, WC, Stairs to

### First Floor:

Landing, Three Bedrooms and Bathroom with panel bath wash basin and WC

### Outside:

(Front) Paved foregarden and access to garage

(Rear) Lawned garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

## ID & REGISTRATION

Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

Full UK Passport or Driving Licence (For identification)  
Either a Recent Utility Bill, Council Tax Bill or Bank Statement  
(as proof of your residential address)

We now require all bidders to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.

If you need any help please contact the Auction Team  
Tel 0121 247 2233





## 715 - 717 Bristol Road South, Northfield, Birmingham B31 2JT

### Property Description:

A substantial three storey property prominently situated fronting Bristol Road South and currently comprising of a ground floor retail unit with planning consent for Takeaway/Restaurant use along with flat/storage accommodation to the first and second floors over. The property is situated opposite the Grosvenor Centre and forms part of a busy Shopping Centre containing a wide range of multiple and local traders. The property is of traditional brick construction surmounted by a pitched part tile/slate roof and benefits from a sizeable private car parking area located at the rear with access off Bell Lane.

### Planning:

Planning consent was granted by Birmingham City Council dated 19 May 2008 (Ref: 2008/01760/PA) for change of use from Retail (class use A1) to Restaurant and Hot Food Takeaway (class uses A3 and A5). The property offers scope for subdivision. The ground floor could subdivide into two separate retail premises and the first and second floor accommodation into two self contained flats (subject to obtaining planning consent for any proposed scheme)

### Note: Rental Income

Whilst the property is offered for sale with vacant possession, a former passage way between numbers 715 and the adjacent florist shop (713) is

currently let on a lease for a term of 30 years which commenced on 25th March 1988 at a rental of £1,500 per annum. In addition a car parking space to the rear of the property is also let on a lease for a term of 30 years which commenced on the 25th March 1988 at a rental of £450 per annum. Total rental Income: £1,950 per annum

### Accommodation

#### Ground Floor:

Retail Unit: 118.51sq.mtrs (1,275sq. ft): Currently open plan but originally comprising of two single retail units and a further half width retail unit adjacent to number 717 and with roller shutter protection

Rear Retail Area: 16.32sq.mtrs (175sq. ft)

Rear Area: 29.26 sq.mtrs (314 sq.ft) comprising of a Store/Office, Rear Entrance Hall, Boiler Room and Cloak Room with wc and wash basin, Stair Lobby, and Wash Room/Store.

### 715A (self contained flat)

#### Ground Floor:

Separate Ground Floor Access from rear yard, Entrance Hall, Stairs and Landing

#### First Floor:

Bathroom with bath, wash basin and wc, Breakfast Kitchen (no fitments), Hallway, Lounge





#### **Second Floor:**

Stairs and Landing, Two Double Bedrooms

#### **717A (currently storage accommodation):**

Internal Stairs from Retail Shop and Landing, Room One: 42.76sq.mtrs (456sq.ft)

#### **Second Floor:**

Room Two: 17.64sq.mtrs (189sq.ft), Lobby, Room Three: 20.38sq.mtrs (219sq.ft)

#### **Outside:**

Sizeable Yard/Car Parking Area with vehicular access directly off Bell Lane

#### **Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### **Viewings:**

Via Cottons – 0121 247 2233



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## Former Duke's Head Public House, Duke Street, Wolverhampton, WV1 3LN

### Property Description

A substantial detached former public house which has more recently been used as warehouse/workshop accommodation, being located on the corner of Duke Street and Walsall Street. The existing property benefits from substantial accommodation over two/three storeys and comprises of the former three storey Public House accommodation with a more modern two storey loading bay/warehouse to the side, which is intercommunicating. The site has Planning Consent for the demolition of the existing building and development of 7 No. Two Bedroom apartments

Gross Internal Area – 78.8sq.m. (848sq.ft.)

Total Floor Area – 535.2sq.m. (5,761sq.ft.)

### Planning

The site has Full Planning Consent for the 'Demolition of existing Public House and erection of 7 No. 2 Bedroom apartments', granted by Wolverhampton City Council on 20 May 2009 (Ref – 09/00143/FUL)

Please Note – VAT is payable on the purchase price

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233



### Accommodation

#### Ground Floor

Three Rooms, WCs, Kitchen, Loading Bay/Storage Unit

Gross Internal Area – 237.6sq.m. (2,557sq.ft.)

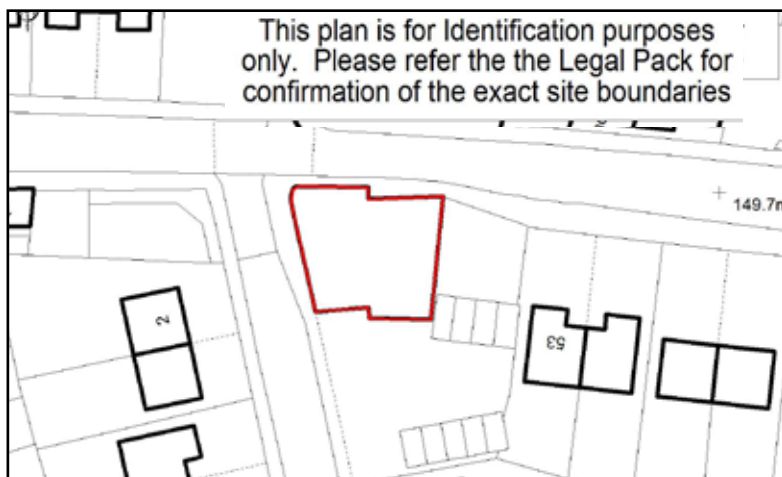
#### First Floor

Seven Rooms, WCs

Gross Internal Area – 209sq.m. (2,249sq.ft.)

#### Second Floor

Four Rooms







## 38 Bertha Road, Tyseley, Birmingham B11 2NN

### Property Description

A modern live/work unit of two storey brick construction, surmounted by a pitched tile clad roof and comprising of two ground floor workshop units with toilet facilities along with a well laid out two bedroom flat to the first floor over. The property benefits from gas fired central heating along with a single storey extension to workshop 2 and is approached by way of a shared tarmac yard area which provides off road car parking. Bertha Road contains a range of similar units and leads off Albion Road which in turn leads off Warwick Road (A41) and the immediate surrounding area comprises of a mix of Industrial and Residential properties. The property is suitable for either owner occupation or Investment and has potential for sub division (subject to obtaining any necessary planning consents).

### Accommodation

#### Ground Floor

##### Workshop 1

30.13 sq.m. (324 sq.ft.)

##### Workshop 2 (extended)

51.71 sq.m. (556 sq.ft.)

Having been used as a former Joinery workshop and having three phase electricity. Cloakroom with WC and Wash Basin.



### Flat Accommodation

Entrance Hall

#### First Floor

Stairs and Landing, Two Bedrooms, Bathroom with panel bath having an electric ehower over, vanity wash basin, WC. Lounge with security door entry system and Kitchen with a range of modern fitted units.

#### Outside

Shared yard providing off road parking and containing a storage container unit.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233



# **89 Weoley Castle Road, Weoley Castle, Birmingham, B29 5QD**

## **Property Description**

A freehold end terraced property of traditional brick built construction, surmounted by a pitched roof and benefitting from UPVC Double Glazing and Gas Fired Central Heating. The property is currently let on an Assured Shorthold Tenancy at a rental of £130 pw (£6,760 pa). The property itself is located on Weoley Castle Road approximately 200 yards from Weoley Castle Square which provides a wide range of retail amenities

## **Accommodation**

Please Note - The property has not been internally inspected by the Auctioneers, but we are informed by the vendor that the accommodation comprises of -

## **Ground Floor**

Reception Hall, Living Room with Dining Area, Kitchen, Utility Room



## **First Floor**

Three Bedrooms and Bathroom

## **Outside**

(Rear) - Gardens with pedestrian side access

## **Vendors Solicitors**

Refer To Auctioneer

## **Viewings**

Via Cottons – 0121 247 2233

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## Land at Blue Rock, Rowley Regis, near Oldbury.

### Description:

A sloping irregular shaped unfenced site of approximately 4,713sq.m. (1.16 Acres). To the North of the site there is an exposed rock face believed to comprise the original quarry face of blue coloured basalt. The site is part of a large area of public open space which is bounded by housing to the South. Site boundaries have been surveyed and the plot boundaries can be set out for a nominal charge using GPS survey equipment.

### Planning:

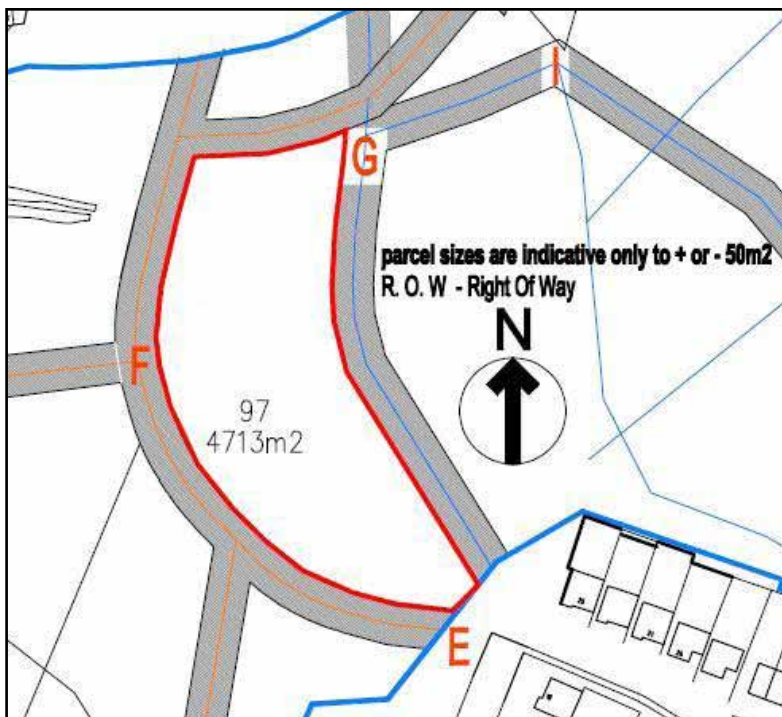
The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

The site is open for viewings





## 19 Horace Partridge Road, Wednesbury, West Midlands, WS10 8SG

### Property Description:

A brick built semi detached property surmounted by a tile clad roof set back from the road behind a Lawned and gravelled foregarden. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in a presentable condition. Horace Partridge Road is located off Burns Road and Wilkinson Road which in turn can be found off High Street (A41) and the property is within approximately half a mile distance from the main shopping area located in Bilston.

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen, WC and Utility Room, Stairs to

### First Floor:

Landing, Three Bedrooms and Bathroom having panel bath with electric shower over, WC and wash basin

### Outside:

(Front) Lawned foregarden

(Rear) Lawned garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

## ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.







## 127 Heath Mill Lane, Digbeth, Birmingham, B9 4AX

### Property Description

A workshop/warehouse premises comprising of a substantial predominantly open plan warehouse together with works office and ancillary mezzanine storage. The property itself fronts the pavement on Heath Mill Lane with a roller shutter protected access and is located virtually on the corner of Heath Mill Lane and Liverpool Street. Heath Mill Lane runs directly off High Street Deritend (A41).

### Mezzanine Storage Level

Extending to approximately 71.6 sq m (770 sq ft)

Total Gross Internal Area - 999.6 sq m (10,759 sq ft)

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

### Accommodation

#### Ground Floor

Warehouse extending to approximately 928 sq m (9,989 sq ft)

## DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

- Credit Card Payments

(Credit card payments are subject to a surcharge of 2%)

If you need any help please contact the Auction Team  
Tel 0121 247 2233





### 39 Berry Street, Wolverhampton, West Midlands WV1 1HA

#### Property Description:

A three storey mid terraced commercial premises of brick construction surmounted by a tile clad roof directly fronting the pavement and located in Wolverhampton City Centre. The property comprises of a ground floor retail unit currently let producing a rental of £550 per calendar month (£6,600 per annum) and the first and second floors are 2 No. one bedroom self contained flats both currently let at £395 per calendar month each. The whole of the property has undergone refurbishment works and is offered for sale in presentable condition and both flats benefit from having modern kitchen and bathroom fittings. Berry Street is located off Princess Street and the property itself is within walking distance to both Wolverhampton Coach and Railway Station.

#### Accommodation:

##### Ground Floor:

Front Retail Area, Rear Studio, Kitchenette and WC

##### First Floor (Accessed via the rear)

Stairway to Entrance Hallway, Lounge/ Kitchen, Bedroom and Shower Room having shower cubicle, WC and wash basin

##### Second Floor (Accessed via the rear)

Stairway to Entrance Hallway, Lounge/ Kitchen, Bedroom and Shower Room having shower cubicle, WC and wash basin

#### Rental Information

Ground Floor let on a three year full repairing and insuring lease producing a rental of £550 per calendar month (£6,600 per annum)

First Floor let on an Assured Shorthold Tenancy Agreement producing £395 per calendar month (£4,740 per annum)

Second Floor let on an Assured Shorthold Tenancy Agreement producing £395 per calendar month (£4,740 per annum)

Total rental income £1,340 per calendar month (£16,080 per annum)

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233





## 8 Blue Cedar Drive, Streetly, Sutton Coldfield B74 2AE

### Property Description

A four bedroom detached property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden and tarmacadam covered driveway giving access to garage and allowing for off road parking. The property benefits from having well laid out accommodation UPVC double glazed windows, gas fired central heating, modern kitchen and bathroom fitments and is offered for sale in a presentable condition throughout. Blue Cedar Drive is located off Field Maple Road which in turn runs off Aldridge Road and the property is within approximately half a mile distance from Sutton Park.

### Accommodation

#### Ground Floor

Entrance Hallway, Through Lounge, Dining/Kitchen, Utility Room, WC, Stairs to

### First Floor

Bedroom One with ensuite Shower Room having shower cubicle, WC and wash basin, Bedrooms Two, Three and Four and Bathroom having panel bath with shower over, wash basin and WC

### Outside

(Front) Lawned foregarden and tarmacadam covered driveway giving access to garage and allowing for off road parking

(Rear) Lawned garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

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## Development Site at the r/o 228-234 Stourbridge Road, Halesowen, West Midlands, B63 3QP

### Property Description:

A freehold development site extending to approximately 0.19 Acres and benefitting from Outline Planning Consent for the erection of 3 No. Terraced houses with detached garage block.

The site itself currently comprises of rough scrub land to the rear of No's 228 to 234 Stourbridge Road, with an access way off Stourbridge Road at the front of neighbouring Priory Court. The site is located approximately  $\frac{3}{4}$  of a mile to the West of Halesowen Town Centre.

Please note there are agreements in place regarding the access arrangements for Priory Court and details of these can be found in the Legal Pack.

### Planning:

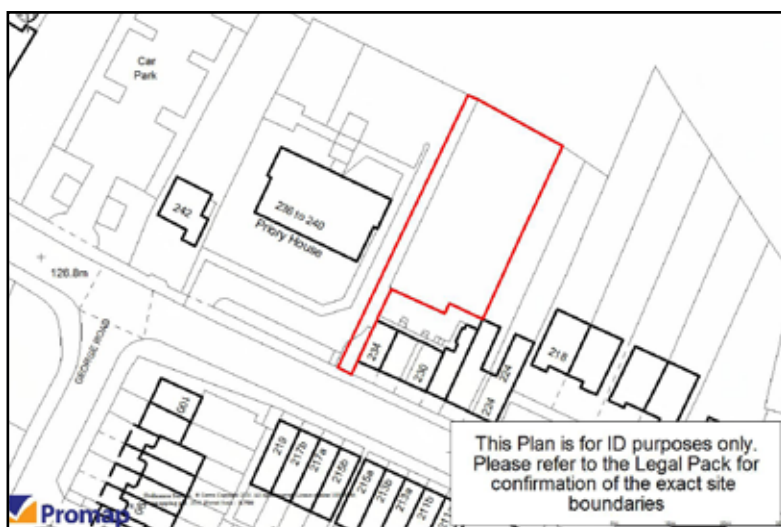
The property benefits from Outline Planning Consent granted by Dudley Metropolitan Borough Council on 2 September 2009 for the 'Erection of 3 No. Houses and Garage Block with Associated Access' (Ref – P09/0940).

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







**158 Dudley Road, Winson Green,  
Birmingham B18 7QX**

**Property Description:**

An end terraced retail shop of traditional brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Barford Road and benefiting from A5 planning consent. The property forms part of a secondary retail parade and is located in a predominantly residential area. The property is currently let as a Fish & Chip Shop known as the Frying Pan on a full repairing and insuring lease for a term of 15 years which commenced on the 7th June 2001 and at £16,000 per annum. A rent review was due on 6 June 2010.

**Accommodation:**

**Ground Floor:**

Retail/Serving Area: 67.1sq.mtrs (722sq.ft)

Rear Kitchen/Preparation Room: 23.01sq.mtrs (247sq.ft)

Cold Room

Store Cupboard

Store Room One: 4.9sq.mtrs (52sq.ft)

Store Room Two: 15.4sq.mtrs (166sq.ft) and Two WCs

**First Floor:**

Three Rooms and Separate WC

Total Floor Area: 141sq.mtrs (1,517sq.ft)

**Outside:**

Rear yard area

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233





## 160 Dudley Road, Winson Green, Birmingham B18 7QX

### Property Description:

A mid terraced retail unit of traditional brick construction surmounted by a pitched tile clad roof and comprising of a ground floor hot food takeaway along with a self contained flat over. The property benefits from A5 planning consent and is situated close to the junction with Barford Road forming part of a secondary retail parade. The surrounding area predominantly contains a range of residential property. The property is currently let as follows:

### Ground Floor Shop:

Let as a hot food takeaway trading as Cantonese Express for a term of 25 years which commenced 19 May 1997 on a full repairing and insuring basis and at a rental of £9,000 per annum

### First Floor Flat:

Currently let on an Assured Shorthold Tenancy at a rental of £400 per calendar month (£4,800 per annum)

Total Rental Income:  
£13,800 per annum

### Accommodation

#### Ground Floor

Retail Shop  
Retail/Serving Area: 43.4sq.mtrs (468sq.ft)  
Rear Store Room: 14.2sq.mtrs (152sq.ft)  
Cold Room  
Total Floor Area: 57.6sq.mtrs (620sq.ft)

#### First Floor

Flat:  
Whilst this has not been internally inspected by the auctioneers, we understand that it benefits from the following accommodation:  
Living Room, Kitchen, Bathroom, Two Bedrooms

#### Outside

Rear yard area

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233



**20 Falconhurst Road,  
Selly Oak, Birmingham,  
B29 6SB**

**Property Description**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation, however does require modernisation and improvement. Falconhurst Road is located off Corisande Road which in turn can be found off Wheeley Avenue, the property is within approximately a quarter of a mile distance from Selly Oak Park.



**Accommodation**

**Ground Floor**

Entrance Hallway, Through Lounge, Kitchen, Lean-to, Stairs to

**First Floor**

Two Bedroom and Bathroom having panel bath, wash basin and separate WC

**Outside**

(Front) Walled foregarden

(Rear) Garden with vehicular access via a service road

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

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### 3 High Street, Market Drayton, Shropshire TF9 1PY

#### Property Description:

A substantial three storey mid terraced retail unit of traditional brick construction surmounted by a pitched roof and being located in the heart of Market Drayton town centre. The property which has recently undergone internal refurbishment benefits from A5 Planning Consent for the use as hot food takeaway. Nearby occupiers include HSBC Bank, Wilkinsons Stores, Iceland and Clinton Cards.

#### Accommodation

##### Ground Floor

##### Retail area

48.1 sq metres (518 sq ft)

##### Rear Store

26.8 sq metres (289 sq ft)

##### First Floor

##### Room 1

15.2 sq metres (164 sq ft)

##### Room 2

32.5 sq metres (349 sq ft)

#### Second Floor

##### Room 1

24.9 sq metres (268 sq ft)

##### Rooms 2 and 3 (partitioned)

15 sq metres (161 sq ft)

#### Planning

The property benefits from Planning Consent for change of use of the Ground Floor to A5, hot food take away, granted 11 August 2009 (Ref – 09/01548/FUL) by Shropshire Council

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233



Neighbouring Street Scene







## Apartments 1-15 Grosvenor Place, 63-65 Grosvenor Street West, Birmingham B16 8HJ

### Property Description:

An opportunity to purchase a Freehold Ground Rent Investment secured upon 15 purpose built apartments which form part of a modern four storey development and includes a secure Residents car parking area. The development directly fronts Grosvenor Street West and is situated between the junctions of Ryland Street and Sherborne Street, located within a short walk from Broad Street and in an area which has undergone considerable redevelopment.

### Leasehold Information:

Each apartment is subject to a long lease for a term of 125 years which commenced on 1st January 2002 and expires on 31st December 2126.

### Ground Rent Income:

The Freeholder reserves the right to receive the following ground rent income:

8 Apartments: Ground Rent £175 per annum each

7 Apartments: Ground Rent £225 per annum each

**Total Ground Rent Income:** £2,975 per annum.

Note the Ground Rent Income is fixed for the first 25 years and then doubles every 25 years thereafter.

### Landlord and Tenant Act 1987:

Section 5B Notices have been served upon all lessees

### Service Charge:

Under the terms of the lease each lessee is liable for 1/15 of the total cost of the service charge and insurance premium for the whole development.

Current Service Charge payable £1,331.06 per annum/per apartment.

Current Managing Agents - Remus Management

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





## 77 Holyhead Road, Handsworth, Birmingham, B21 0LG

### Property Description:

A substantial detached property of traditional brick construction surmounted by a hipped tile clad roof having been extended to the rear and side. The property comprises of Ground Floor office accommodation together with ancillary accommodation to the First and Second Floor over.

The most recent use of the premises was as an employment training centre with ancillary offices and has Class D1 planning consent (Places of Worship, Clinics, Health Centres, Creches, Museums and Exhibition halls)

The Property itself is located on Holyhead Road close to the junction with Crocketts Road approximately 2.5 miles to the North West of Birmingham City Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Reception Office, Main Office, Loading Bay, Two Open Plan Teaching Rooms, Two Private Offices, Store, WCs, Two Large Stores, Staff Rooms, access to Cellar

#### First Floor:

Five Rooms

#### Second Floor:

Two Rooms

Total Floor Area – 670sq.m.  
(7,217sq.ft.)

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233





### 730/736 Alum Rock Road, Alum Rock, Birmingham, B8 3PP

#### Property Description:

A parade of four terraced retail units comprising of two single and one double Ground Floor retail units with First Floor accommodation over which is currently intercommunicating. The properties require modernisation and improvement. The units are located in a parade of similar units, opposite what used to be The Pelham Public House, now a Supermarket. Alum Rock is approximately 2.5 miles to the East of Birmingham City Centre.

#### Accommodation:

##### Ground Floor (Retail Shops)

##### 730 Alum Rock Road

Not internally inspected by the Auctioneer

##### 732 Alum Rock Road

Not internally inspected by the Auctioneer

#### 734/736 Alum Rock Road

Double Retail Unit extending to approximately 73.2sq.m. (788sq.ft.), Kitchen, Separate WC

#### First Floor Accommodation (Over 730 to 736)

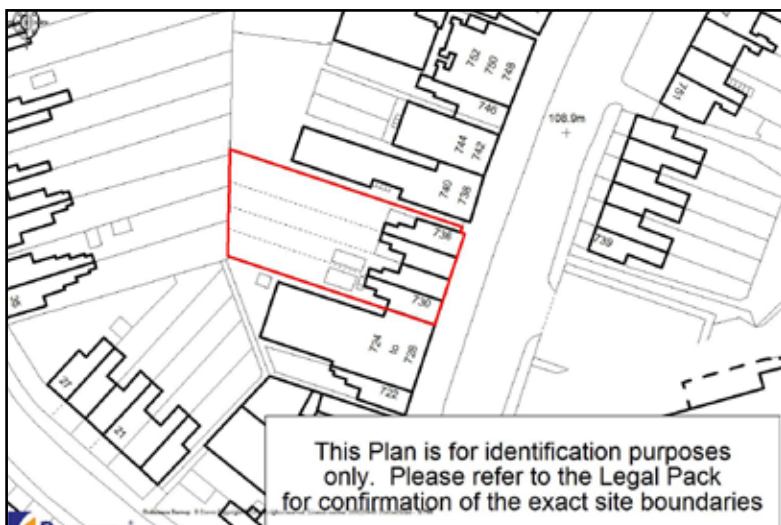
Nine Rooms with a Net Internal Area of approximately 120.7sq.m. (1,299sq.ft.)

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233





**Greswolde Park Hotel/Little Havana Restaurant,  
980 Warwick Road, Acocks Green,  
Birmingham, B27 6QG**

**Property Description**

A substantial hotel of traditional brick construction situated fronting Warwick Road and having been extended to the rear, offering very presentable and well maintained accommodation. The property comprises of eleven hotel bedrooms all of which are en-suite and a bar and restaurant to the Ground Floor.

The property is set back from the road behind a tarmacadam forecourt, together with further parking off

Greswolde Park Road and the property is located directly on the corner of Greswolde Park Road and Warwick Road. Acocks Green Shopping Centre is approximately one quarter of a mile to the North West.

**Accommodation:  
Ground Floor:**

Reception Office serving both Hotel and Restaurant, Bar and Lounge (36.1sq.m. – 388sq.ft.), Restaurant (121sq.m. - 1,302sq.ft.), Kitchen and Private Office (7sq.m. – 75sq.ft.)







#### **First Floor:**

Stairs and Landing, Six Bedrooms (all en-suite)

#### **Second Floor:**

Five Bedrooms (all en-suite)

The bedrooms comprise of 2 No. singles, 6 No. doubles and 3 No. trebles

#### **Outside:**

(Front) Tarmacadam forecourt providing off road parking

(Rear) Tarmacadam car park accessed off Greswolde Park Road

#### **Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

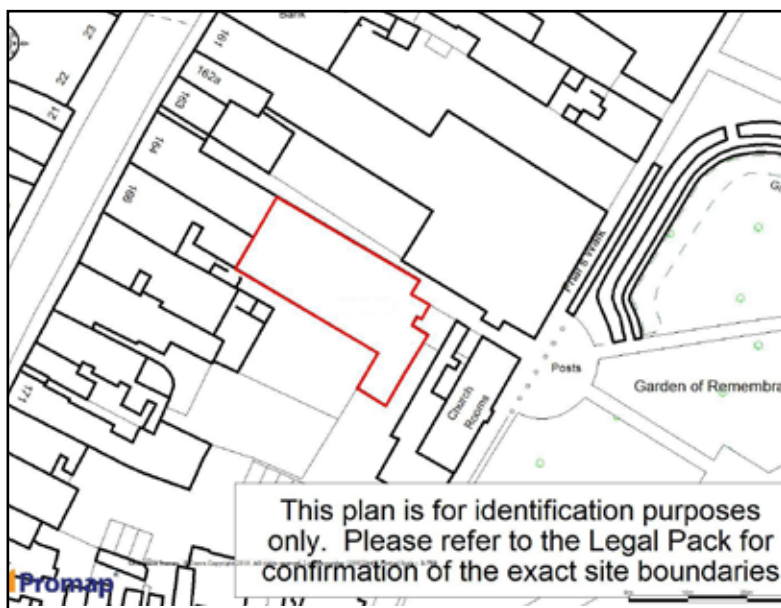
#### **Viewings**

Via Cottons – 0121 247 2233



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## The Q Club Snooker Hall, Rear of 164 High Street, Burton on Trent, DE14 1JE

### Property Description:

A substantial property of traditional construction being located just off busy High Street, in the centre of Burton on Trent. The property comprises of a two storey main building, providing open plan accommodation to both floors, presently being utilised as a snooker hall with ancillary bar/dinning area. In addition there is also a one bedroom flat. The unit can be accessed off a pedestrian walkway off High Street or via the Garden of Remembrance located fronting the River Trent.

Fixtures and fittings are available by separate negotiation and a full list will be made available at the Vendor's solicitor's offices.

### Accommodation:

#### Ground Floor:

Reception Hall, Raised Seating Area, Main Snooker Hall, Lobby with Loading Bay, Kitchen, WCs

Net Internal Area – 356.7sq.m.  
(3,839sq.ft.)

### First Floor:

Snooker Hall – Net Internal Area – 361.2sq.m. (3,888sq.ft.)

Flat comprising Living Room, Dining Kitchen, Shower Room and Bedroom

Total Net Internal Area – 717.9sq.m. (7,727sq.ft.)

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233







**11 Market Place,  
Willenhall,  
West Midlands  
WV13 2AA**

**Property Description**

A three storey retail shop with ancillary accommodation over and of traditional brick construction surmounted by a pitched roof. The property overlooks Market Place where markets are regularly held every Wednesday, Friday and Saturday. The property forms part of Willenhall Town Centre which contains a wide range of retail amenities, servicing the local catchment area.

**Rental Income**

The property has been let to the existing tenant trading as SPORTSLINE for a number of years on a lease which has expired and the tenant is currently holding over.

Rental: £4,000 per annum

**Ground Floor**

Retail Shop: 30sq.mtrs (322sq.ft)

Store Room: 3.82sq.mtrs (41.17sq.ft)

Rear Entrance Hall



**First Floor**

Stairs and Landing, Two Separate Rooms and a wc

**Second Floor**

Stairs to Two Separate Rooms (not inspected)

**Outside**

(Rear) Yard area

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

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## Land 6F Portway Hill, Tividale, Oldbury, Sandwell (adjacent B69 1PQ)

### Description:

The property comprises a roughly level rectangular shaped unfenced site of approximately 506sq.m. (0.125 Acres). The site lies in a large area of open space which is bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries are set out using GPS survey equipment.

### Planning:

The site is presently designated as open space in the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council.

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

The site is open for viewings





## 1 Red Lion Close, Tividale, West Midlands, B69 1TP

### Property Description

A two storey semi detached property comprising of a Ground Floor retail shop together with associated residential accommodation. The property forms part of a neighbourhood shopping centre with a mixture of A1/ A2/A5 units.

Red Lion Close itself runs directly off Regent Road close to New Birmingham Road (A4123).

### Accommodation

#### Ground Floor

Main Salon extending to approximately 21.6sq.m. (233sq.ft.)

Rear Lobby with separate entrance to forecourt Lounge, Kitchen

### First Floor

Stairs and Landing, Three Bedrooms and Bathroom

### Outside

(Front) Forecourt providing off road parking and Garage

(Rear) Lawned Garden with brick built WC

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

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E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)





## 261 Cherrywood Road, Bordesley Green, Birmingham, B9 4XB

### Property Description

A mid terrace property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from well laid out accommodation, however does require modernisation and improvement throughout. Cherrywood Road is located off Law Wood Road which in turn is found off Bordesley Green (B4128).

### Accommodation

#### Ground Floor

Entrance Hallway, Through Lounge, Kitchen (no fitments), Inner Lobby, Stairs to

### First Floor

Two Bedrooms, Bathroom having panelled bath, wash basin and WC

### Outside

(Front) Walled foregarden

(Rear) Paved yard and shed

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233

## LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale. It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction. The Legal Pack is available at the Auctioneers offices during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

If you need any help please contact the Auction Team  
Tel 0121 247 2233





### 4 Oaklands Road, Wolverhampton, WV3 0DS

#### Property Description:

A substantial double fronted three storey dwelling house of traditional brick construction surmounted by a pitched tile clad roof and set back from the road behind a walled foregarden.

The property has previously been used as a guest house/house in multiple occupation (HMO) having 12 bedrooms with shared kitchen and bath/shower room facilities. The property benefits from gas fired central heating along with a side driveway which leads to a rear car park and garage. Oaklands Road is situated directly off Penn Road (A449) and the property is conveniently within approximately half mile distance south of Wolverhampton City Centre.

**Note:** We understand verbally from the Mortgagor that the car parking area was previously let on an informal arrangement to a local Doctors Surgery at a rental of £3,000 per annum. The

Receivers are unable to clarify if this arrangement is still in place and all interested parties are advised to make their own enquiries, to satisfy themselves in relation to this matter prior to bidding.

#### Ground Floor:

Shared Reception Hall, Communal Lounge, Breakfast Kitchen with Pantry, Utility Room, Room Ten (family bedroom and lounge), Lobby, Bathroom with panel bath, wash basin and WC, Room Eleven (not inspected), Room Twelve (double), Dining Room.

#### First Floor:

Stairs and Landing, Cloakroom with WC, Room One (single), Shower Room with shower, wash basin and WC, Room Two (double), Kitchen, Room Three (double), Room Four (not inspected)







### Second Floor:

Stairs and Landing, Room Five (not inspected), Room Six (single), Room Seven (single), Room Eight (double) accessed from Room six

### Outside:

(Front) Foregarden

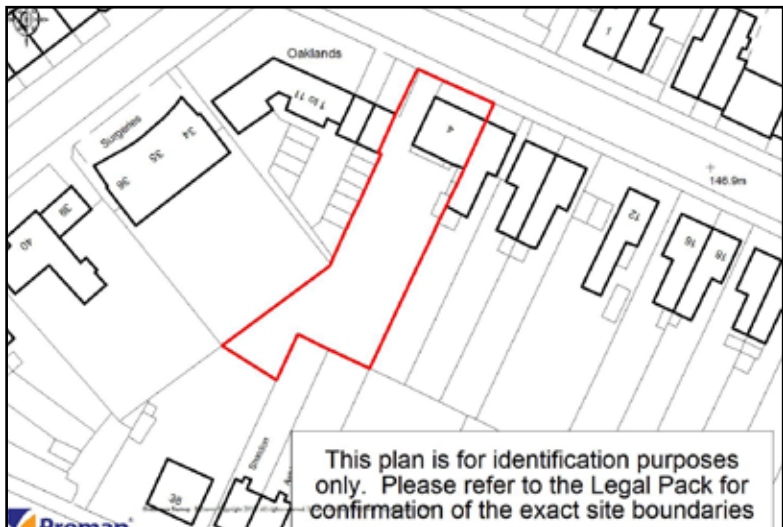
(Rear) Side vehicular driveway to open fronted garage and car parking area providing approximately ten spaces

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





**40 Anderson Road, Erdington,  
Birmingham, B23 6NN**

**Property Description**

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a paved foregarden. The property benefits from having been extended to the rear and includes UPVC double glazed windows, gas fired central heating, and recently refurbished kitchen furthermore the property is offered for sale in presentable condition throughout. Anderson Road can be located off Court Lane and Shortheath Road and is within approximately half a mile distance from the main High Street located in Erdington.

**Accommodation**
**Ground Floor**

Entrance Hallway, Lounge, Living Room, Dining Room, Kitchen, Utility room, Stairs to

**First Floor**

Three Bedrooms and Bathroom having panel bath with electric shower above, wash basin and WC

**Outside**

(Front) Paved foregarden

(Rear) Lawned garden

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233





## 5 Grove Street, Dudley, West Midlands, DY2 7HQ

### Property Description

A modern two storey townhouse of brick construction surmounted by a pitched tile clad roof offered for sale in a presentable condition having well laid out accommodation which benefits from replacement UPVC windows/ external doors, gas fired central heating and three bedrooms. Grove Street leads off Peel Street which in turn leads off Hall Street and the property is conveniently within approximately half a miles distance from Dudley town centre.

### Accommodation

#### Ground Floor

Entrance Hall, Cloak Room with WC and wash basin, Dining Room, Rear Entrance Hall, Lounge, Kitchen with a range of modern fitted units

#### First Floor

Stairs and Landing , Shower Room with glazed shower enclosure, wash basin and WC, Three Bedrooms

### Outside

(Front) Foregarden

(Rear) Blocked paved yard/garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





## 1 and 2 Walsall Street, Willenhall, West Midlands WV13 2EX

### Property Description:

A pair of traditional built three storey properties which have been partially merged and comprise of a Fish & Chip Shop and Office accommodation to the ground floor along with four self contained flats to the first and second floors over. The property is situated at the junction with Bow Street on the edge of Willenhall Town Centre which contains a wide range of retail shops and amenities.

### Rental Information:

We have been verbally advised by the mortgagor of the following rental income:

#### 1 Walsall Street:

Front Office: Let to Bob Clark Estate Agents holding over on an expired lease

Rental: £260 per calendar month (£3,120 per annum)

Rear Office: Let to KNK Brickwork holding over on an expired lease  
Rental £130 per calendar month (£1,560 per annum)

Flat One: Vacant and fire damaged

Flat Two: Let at £75 per week (£3,900 per annum)

Flat Three: Vacant

#### 2 Walsall Street:

Frydays Fish & Chip Shop and First Floor Flat/Staff Accommodation  
Let on a six year lease which commenced in 2010 at a rental of £6,000 per annum

Total Current Rental Income: £14,580 per annum

### Accommodation:

#### 1 Walsall Street

##### Ground Floor:

Entrance Hall, Reception Hall with Cellar Access, Reception Office and Managers' Office let to a local estate agent, Rear Office let to a local company, Rear Entrance Hall with Ladies and Gents Toilets

Gross Internal Area: 85.4sq.mtrs (919sq.ft)





#### **First Floor:**

Stairs and Landing, Flat One: Entrance Hall, Bedroom, Lounge, Kitchen, Shower Room with wc

#### **Second Floor:**

Flat Two: (not inspected)

#### **2 Walsall Street:**

Fish & Chip Shop with Retail/Serving Area

Preparation Room One, Preparation Room Two and Enclosed Yard with Toilet having wc and wash basin and Store

Gross Internal Area: 79.78sq.mtrs (858sq.ft)

#### **First Floor:**

Internal Hallway, Stairs and Landing to Self Contained Flat (currently used for staff accommodation), Kitchen, Bathroom with bath, wash basin and wc, Bedroom and Lounge

#### **Second Floor:**

Flat Three (access from number 1 Walsall Street) (not inspected)

#### **Outside:**

Rear yard/parking area

#### **Important Note:**

The property is being sold on behalf of the mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place. The rental/tenancy information stated within the catalogue details have been provided verbally by the mortgagor and whilst believed to be correct, cannot be verified.

All interested parties should make their own enquiries prior to bidding. Access arrangements for viewings/surveys/valuations either before or after the auction sale are by courtesy of the mortgagor and we cannot therefore provide any guarantees that access will be available. All interested parties bid for the property on this basis.

#### **Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### **Viewings:**

Via Cottons – 0121 247 2233



# Freehold Premises with Re-development Potential For Sale by Instruction of the Mortgagees (not in Possession)



## **Roapp Hall, Dorsett Road Terrace, Wednesbury, West Midlands WS10 8TP**

### **Property Description:**

An irregular shaped site extending to an area of approximately 0.362 acres (0.147 hectares) and containing three halls/buildings which are currently in a dilapidated condition having been badly vandalised/fire damaged. The property is situated to the southern section of Dorsett Road Terrace which comprises of a no through road and leads off Dorsett Road which in turn leads off Wolverhampton Street. The immediate surrounding area predominantly contains residential property including a modern housing estate.

### **Planning:**

Details of the planning history for this property can be obtained from Walsall Council Website ([www.walsall.gov.uk](http://www.walsall.gov.uk)) and it is noted that an application (Ref: 10/0615/FL) was submitted on 17th May 2010 for the demolition of the three existing buildings and construction of an educational resource centre with rehabilitation and residential recovery unit for spinal injuries. No decision has yet been granted. All enquiries in respect of this or any other planning proposal should be made to the planning officer Karon Hulse at Walsall Council on 01922 652 492.

### **Accommodation:**

Not Inspected

**Note: Any parties visiting the site are advised to do so with utmost caution and entirely at their own risk. The buildings contained on site are in a dangerous and hazardous condition. Neither the auctioneers nor the vendors accept any responsibility for any damage or injury caused.**

**Important Note:** The property is being sold on behalf of the mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and recover their outstanding charge. The mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies which may or may not be in place.

All interested parties should make their own enquiries prior to bidding. No access arrangement will be available for viewings/surveys/valuations either before or after the auction sale and all interested parties bid for the property on this basis.

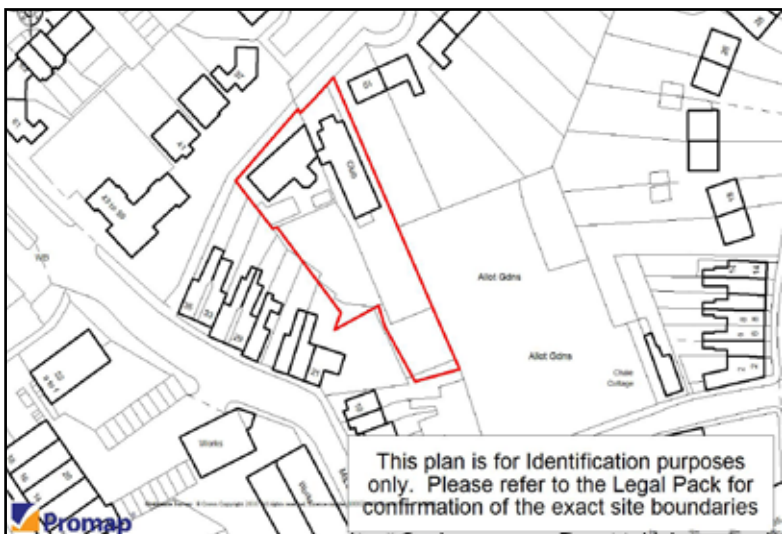
### **Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### **Viewings:**

Via Cottons – 0121 247 2233







## 166 Wheelwright Road, Erdington, Birmingham, B24 8HB

### Property Description:

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from well laid out accommodation, however does require modernisation and improvement. The property is located on Wheelwright close to the junction with Bracebridge Road, the property is within approximately three quarters of a mile distance from Erdington High Street and within half a mile distance from junction six of the M6 Motorway

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Living room, Dining Room, Kitchen

#### First Floor:

Three Bedrooms and Bathroom with panel bath wash basin and WC



### Outside:

(Front) Walled foregarden

(Rear) Garden with brick built store

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

## LOT 63

## 9 Hamberley Court, Winson Green, Birmingham, B18 4DE

### Property Description

A modern end terrace house of brick construction surmounted by a pitched tile clad roof benefiting from UPVC double glazed windows/external doors, gas fired central heating and off road parking. Hamberley Court comprises of a cul de sac leading off Heath Street which in turn leads off Winson Green Road and is located within approximately half a mile distance from City Hospital and two miles distance to the west of Birmingham City Centre. The property is currently let on a periodic shorthold tenancy at a rent of £340 pcm (£4,080 per annum).

### Accommodation

#### Ground Floor

Double Glazed Porch, Lounge, Inner Hall, Breakfast Kitchen, Veranda

#### First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with panel bath, wash basin and WC



### Outside

(Front) Foregarden with off road parking and pedestrian gated access to rear

(Rear) Yard/Garden with double gated access to a rear service road

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





# Freehold Premises For Sale by Instruction of the Mortgagees (Not in Possession)



## 7 Bottrill Court, Bottrill Street, Nuneaton, Warwickshire, CV11 5JB

### Property Description

A Freehold single storey premises of brick construction surmounted by a pitched tile clad roof. We understand the property has previously been used as office accommodation and is situated to the rear of a car parking area belonging to Bottrill Court. We further understand the property benefits from pedestrian right of way off Abbey Green. Bottrill Street leads off Manor Court Road and the property is located within approximately one miles distance from Nuneaton Town Centre.

recover their outstanding charge. The Mortgagees are not in possession of the property and neither can they provide any warranty or confirmation as to whether or not the property is occupied nor can they provide confirmation of any tenancies that may or may not be in place. All interested parties should make their own enquiries prior to bidding. No access arrangements will be available for Viewings/Surveys/Valuations either before or after the Auction sale and all interested parties bid for the property on this basis.

### Accommodation

Not inspected

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Important Note

The property is being sold on behalf of the Mortgagees who under the terms of the mortgage have exercised their right to dispose of the property and

### No viewing access available



### Access from Bottrill Street





### 31 Pale Street, Dudley, West Midlands, DY3 2BN

#### Property Description

A semi detached property of brick construction surmounted by a interlocking tile clad roof set back from the road behind a lawned foregarden and block paved driveway allowing for off road parking. The property benefits from having been double glazed windows and gas fired central heating. Pale Street is located off Kent Street (A459) and is within approximately a mile and a quarters distance from Dudley Town Centre.

#### Accommodation

##### Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen

#### First Floor

Three Bedrooms and Bathroom

#### Outside

(Front) Lawned foregarden and block paved driveway

(Rear) Lawned garden with brick built store

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings

Via Cottons – 0121 247 2233

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## ADMINISTRATION FEE

An Administration Fee of £395 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.





## 6 Wellington Road, Bilston, West Midlands, WV14 6AA

### Property Description

A traditional three storey mid terrace property of brick construction surmounted by a pitched slate clad roof. The property is set back from Wellington Road (A41) behind a small forecourt and is located close to the junction with Short Street, within approximately two miles distance to the south east of Wolverhampton City Centre. The property has been previously used as office accommodation extending to an area of 223.44 sq.mtrs (2,405 sq.ft) and may be suitable for change of use, including residential (subject to obtaining planning consent).

### Accommodation

#### Ground Floor

Entrance Hall, Reception Hall, Room One, Lobby, Room Two, Rear Reception Hall, Two Cloak Rooms, Room Three, Room Four, Room Five

### First Floor

Stairs and Landing, Room Six, Room Seven

### Second Floor

Stairs and Landing, Room Eight, Room Nine

### Outside

(Front) Paved forecourt

(Rear) Pedestrian access

### Gross Internal Area:

Ground Floor: 130.54 sq.mtrs (1,405 sq.ft)

First Floor: 46.45 sq.mtrs (500 sq.ft)

Second Floor: 46.45 sq.mtrs (500 sq.ft)

Total: 223.44 sq.mtrs (2,405 sq.ft)

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





### 5 Oaken Drive, Willenhall, West Midlands, WV12 5NU

#### Property Description:

Semi detached property of brick construction surmounted by an interlocking tiled roof set back from the road behind a paved foregarden and driveway allowing for off road parking and giving access to garage. Oaken Drive is set in an established residential area and is located off Northwood Lane.

#### Accommodation:

##### Ground Floor:

Side Entrance, Entrance Hall, Lounge, Dining Room, Kitchen, Stairs to

#### First Floor:

Three Bedrooms and Bathroom having panel bath, wash basin and WC

#### Outside:

(Front) Paved foregarden and driveway giving access to garage

(Rear) Garden

#### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233

## ID

All purchasers will be required to provide proof of both their Identity and Current Address, and we require that all parties intending to bid for any properties must bring with them the following items:

Full UK Passport or Driving Licence (For identification)  
Either a Recent Utility Bill, Council Tax Bill or Bank Statement  
(as proof of your residential address)

If you have any questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the Auction Team prior to the sale day.

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E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)







## 21 Beeches Road, Great Barr, Birmingham, B42 2HH

### Property Description:

A detached brick built bungalow set back from the road behind a walled foregarden and surmounted by a tile clad roof. The property benefits from having well laid out accommodation, however does require modernisation and improvement throughout. The property is located on Beeches Road close to the junction with Homelands and the property is within approximately one miles distance from the Scott Arms Shopping Centre.

### Outside:

(Front) Walled foregarden

(Rear) Lawned garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Kitchen (no fitments), Bathroom having panel bath, wash basin and WC and Three Bedrooms



**LOT 69****Freehold Vacant Possession**

**69 Limes Avenue,  
Brierley Hill,  
West Midlands DY5 1PG**

**Property Description**

A semi detached house of part rendered brick construction surmounted by a hipped tile clad roof, having been recently refurbished including rewiring, Upvc double glazed windows, new kitchen and bathroom fittings and redecoration and further benefiting from gas fired central heating and off road parking located to the rear. Limes Avenue leads off Wallows Road which in turn leads off Dudley Road (A461) and the property is conveniently within approximately three quarters of a mile distance from Merry Hill Shopping Centre and approximately two miles distance from Dudley Town Centre.

**Accommodation****Ground Floor**

Entrance Hall, Lounge, Rear Entrance Hall, Kitchen, Cloak Room with wc

**First Floor**

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

**Outside**

(Front) Lawned foregarden

(Rear) Pedestrian side access to paved patio, partly paved/partly lawned garden and off road parking area accessed off Fens Crescent

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233

**LOT 70****Freehold Vacant Possession**

**192 Bushbury Road,  
Wolverhampton,  
WV10 0NA**

**Property Description**

A mid terrace house of brick construction surmounted by a pitched tile clad roof benefiting from mostly double glazed windows, electric storage heating and off road parking but requiring modernisation and improvement throughout. Bushbury Road leads directly off Cannock Road (A460) and the property is within less than half a mile distance from New Cross Hospital and within approximately one and a half a miles distance from Wolverhampton City Centre.

**Accommodation****Ground Floor**

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Veranda, Bathroom with bath having shower over and WC

**First Floor**

Stairs and Landing, Two Double Bedrooms

**Outside**

(Front) Tarmacadam forecourt providing off road parking

(Rear) Long garden with shared pedestrian access

**Legal Documents**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings**

Via Cottons – 0121 247 2233





## 54 Station Road, Acocks Green, Birmingham B27 6DN

### Property Description:

A traditional three storey semi detached property of brick construction surmounted by a pitched roof and set back from the road behind a foregarden. The property was converted prior to the vendor's ownership in 1999 into two self contained flats with Flat One located on the ground floor and Flat Two on the first and second floors over. Both flats are currently let and flat two was refurbished in December 2009 and benefits from gas fired central heating and modern kitchen and bathroom fittings. Station Road runs between Oxford Road and Warwick Road (A41) and the property is within a short walk from Acocks Green Shopping Centre.

### Tenancy Information:

**Flat One:** Let on a Regulated Tenancy at a registered rental of £49.50 per week (£2,574 per annum) effective from 23 June 2006 (rent re-registration now overdue)

**Note:** The vendor has received a notice from Birmingham City Council in respect of Flat 1 requesting that certain repairs/ improvements are carried out to the property including the provision of a fixed heating system to the main rooms, provision of a wash basin to the bathroom, provision of a fire detection system along with other repairs. A copy of the notice is available in the legal pack.

**Flat Two:** Let on an Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum)

### Total Rental Income:

£8,514 per annum

### Accommodation:

The accommodation details have been provided by the vendor and are as follows:

#### Ground Floor:

Shared Entrance Hall

**Flat One:** Entrance Hall, Sitting Room, Double Bedroom, Dining Kitchen, Bathroom with wc

#### First Floor:

**Flat Two:** Stairs and Landing, Sitting Room, Dining Room/Bedroom Three, Bathroom with En-suite comprising of bath with shower over, pedestal wash basin and wc, Kitchen with a range of modern fitted units

#### Second Floor:

Stairs and Landing, Two Bedrooms

#### Outside:

(Front) Foregarden with pedestrian side access to rear  
(Rear) Garden

### Legal Documents

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

### Viewings

Via Cottons – 0121 247 2233





### 472-474 Tessal Lane, Northfield, Birmingham, B31 5EY

#### Property Description:

The property comprises a pair of traditional built cottages of brick construction surmounted by a pitched tile clad roof along with a range of brick built outbuildings and a single storey timber built workshop located to the side. The property has previously been used for the sale and repair of motor vehicles and whereby the two cottages have been merged to provide part living accommodation/ part retail accommodation to the ground floor only. The first floor accommodation has been sealed off with means of access removed. The property occupies an irregular shaped site with a wide frontage to Tessal Lane, set back behind a tarmacadam forecourt and is located to the western section of Tessal Lane, within approximately one and a half miles distance from Northfield shopping centre. The property is currently in a poor state of repair and is in need of either modernisation and improvement throughout or redevelopment (subject to obtaining planning consent).

#### Accommodation:

##### Cottages:

##### Ground Floor

Reception Hall, Kitchen, Three Bedrooms, Bathroom with WC, Shower Room with WC, Lounge and internal passageway

##### First Floor:

Access removed and accommodation sealed off (not inspected)

##### Retail/Office Accommodation

##### Ground Floor:

Retail shop, Office/Store and Rear Store/Passageway,

##### Single Storey Vehicle Repair Workshop

(not inspected)

##### Outside:

Retail forecourt, Yard Areas and Outbuildings

Site Area: 0.13 acres (530 sq.m)

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

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# Sale memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit. \_\_\_\_\_

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

# Common Auction Conditions for Auction of Real Estate in England & Wales

(Edition 3 August 2009) Reproduced with the consent of the RICS

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## A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

## A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

## A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

## A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

## A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** **you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. **Words in bold blue type have special meanings, which are defined in the Glossary**. The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.



## G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

## G2. Deposit

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

## G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

## G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

## **G5. Transfer**

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

## **G6. Completion**

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

## **G7. Notice to complete**

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

- (a) terminate the **contract**;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the **lot**; and
- (e) claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

- (a) terminate the **contract**; and
- (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

## **G8. If the contract is brought to an end**

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

## **G9. Landlord's licence**

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

**G10. Interest and apportionments**

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

**G11 Arrears**

**Part 1 Current rent**

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

**Part 2 Buyer to pay for arrears**

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

**Part 3 Buyer not to pay for arrears**

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

**G12. Management**

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

### **G13. Rent deposits**

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 “rent deposit deed” means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

### **G14. VAT**

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

### **G15. Transfer as a going concern**

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

### **G16. Capital allowances**

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

### **G17. Maintenance agreements**

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

### **G18. Landlord and Tenant Act 1987**

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

### **G19. Sale by practitioner**

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:



(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

**G20. TUPE**

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

**G21. Environmental**

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

**G22. Service Charge**

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

**G23. Rent reviews**

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

#### **G25. Warranties**

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

- (a) hold the warranty on trust for the **buyer**; and
- (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

#### **G26. No assignment**

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

#### **G27. Registration at the Land Registry**

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
- (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

- (a) apply for registration of the **transfer**;
- (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- (c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### **G28. Notices and other communications**

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

#### **G29. Contracts (Rights of Third Parties) Act 1999**

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

A full copy of the Common Auction Conditions including the Glossary can be found at:  
[www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)

# Cottons

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