

**ON HER MAJESTY'S SERVICE**

WASC1358

To Gunpowder Manufacturers and Others,

REQUIRING

# PREMISES

AND

## WHARF,

WITH WATER COMMUNICATION

Into **ESSEX** and the **RIVER THAMES.**

A FOURTH SHARE IN THE

**Magazine, Wharf, & Rolling Stage,**

AND THE ENTIRE RIGHT TO THE

**BRICK BUILDING ANNEXED,**

TOGETHER WITH

The **STORE-KEEPER'S COTTAGE**, the **COOPERAGE**,  
and **TWO PLOTS OF GROUND,**

The whole **FREEHOLD**, and situate on the East Side at the Entrance of

## BARKING CREEK,

In the PARISH of BARKING, ESSEX, close to and communicating with the

## RIVER THAMES,

And into **ESSEX** by the **RIVER RODING;**

Will be Sold by Auction,

BY MESSRS.

# H. & J. DAVIS,

At the **AUCTION MART**, near the Bank, London,

On **THURSDAY**, APRIL the 18th, 1833, at One o'Clock,

AND BY ORDER OF

The Principal Officers of His Majesty's Ordnance.

**THE SALE TO BE WITHOUT ANY RESERVE.**

*These Premises are convertible to many Uses where a Water Communication with the THAMES below WOOLWICH, and into ESSEX is desirable, and probably will be Sold very low.*

The Property may be Viewed on Application to Mr. SANSOM, on the Premises; and Particulars may be had at the BULL, Barking; of Mr. SMITH, Solicitor to the Ordnance, 27, Craven Street, Strand; at the MART, and of the Auctioneers,

**Messrs. H. & J. DAVIS, 12, Haymarket,**

AND 8, NEW BRIDGE STREET, BLACKFRIARS.

Particulars  
OF THE  
**FREEHOLD PROPERTY,**

SITUATE AT THE EAST SIDE OF

**BARKING CREEK,**

IN THE PARISH OF BARKING, ESSEX,

CONSISTING OF

A Fourth Share in the

**POWDER MAGAZINE,**

Rolling Stage, and Wharf,

TOGETHER WITH THE ENTIRE OF

**AN ADDITIONAL BUILDING ANNEXED,**

*The Store-Keeper's Cottage, the Cooperage, and Two Plots  
of Ground.*

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**THE MAGAZINE**

Consists of a BRICK BUILDING, about FIFTY FEET SQUARE; Two Stories high; Roof of Timber, covered with Sheet Lead; and held by the ORDNANCE and Three private Gunpowder Manufacturers; having one Communication, on the upper Story by a ROLLING STAGE, with the *WHARF* *aside the Creek.*

The Interior is Divided by strong Lattice Work, and each Party Repairs the particular Part occupied by them.

**THE ADDITIONAL BUILDING**

Is annexed to the North West Angle of the original Building, and measures THIRTY-FOUR FEET by SEVENTEEN FEET; Two Stories high; and communicates by a Platform with the general Rolling Stage.

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*The Vendors have kept up 108 Feet of Running Embankment, and the Property is to be sold subject to a Liability to keep up such Portion of Embankment.*

**Specification**

OF THE  
**FREEHOLD PREMISES**  
AND  
**WHARF,**  
AT  
**BARKING CREEK,**  
ESSEX,

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**For Sale,**

**At the Mart, near the Bank, London,**

**On THURSDAY, APRIL 18th, 1833,**

BY ORDER OF THE

**Principal Officers of His Majesty's Ordnance.**

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**Messrs. H. & J. DAVIS,**

**No. 12, HAYMARKET,**

AND

**No. 8, NEW BRIDGE STREET, BLACKFRIARS.**

**CONDITIONS OF SALE.**

- I. The highest bidder shall be the purchaser, and if any dispute arise between two or more bidders, the Property shall be put up again at the former bidding, and resold.
- II. That no person shall advance less than Twenty Pounds at each bidding, and no bidding to be retracted.
- III. The purchaser shall pay into the hands of the Auctioneer, immediately after the sale, a deposit in the proportion of £20 for every £100 of his or her purchase money, and sign an Agreement for completing the purchase, and for payment of the residue of his or her purchase money to Mr. Smith, Ordnance Solicitor, at his office, No. 27, Craven Street, Strand, on or before the 24th day of June next, at which time and place the purchase is to be completed, and the purchaser will be entitled to possession of the Premises; but if from any cause whatever, the purchase shall not be completed by the said 24th day of June next, the Vendors shall receive from the purchaser, interest at the rate of £5 per Centum, per Annum, on the remainder of the purchase money from that day, until the purchase shall be completed.
- IV. The vendors will at their own expence, deliver an Abstract of their Title to the purchaser or his solicitor within 14 days from the day of sale, subject to these conditions, and on payment of the residue of the purchase money, agreeably to the third condition, will execute to the purchaser a proper Conveyance, which is to be prepared by the Ordnance Solicitor at the expence of His Majesty.
- V. The Title commences with Deeds of Lease and Release, dated 23rd and 24th of June, 1720, whereby 4 acres of marsh and reed ground (shewn also by a plan annexed to the Deeds) of which the Premises comprised in this particular of sale, formed part, were conveyed to four individuals, their heirs and assigns for ever. A partition was afterwards made of the Ground and Premises comprised in the above Deeds, under a Decree of the High Court of Chancery, dated the 3rd of May, 1737, in a Cause wherein Thomas Pearse, Esq. and Robert Norman were Plaintiffs, and Phillipa Walton, and John Walton, and Bythia Fogg, and Catherine Fogg, infants, by Samuel Underhill, their Guardian, were Defendants. A Commission was issued under the Decree, directed to six Commissioners, whereby they were empowered to divide the said marsh and reed grounds mentioned in the Decree, into four equal parts. The Commissioners surveyed and allotted the Premises accordingly, except the Ditch, Pond, Bridges, Footways and Passages belonging thereto, and allotted one fourth part to Phillipa and John Walton, as appears by the Certificate of the said Commissioners, dated the 26th of April, 1738, and a map of the said Premises annexed thereto, and by the said Certificate the Commissioners expressed their opinion, that this said Ditch, Pond, and piece of Marsh Ground stretching along the east side of the said Ditch, and the several Bridges, Footways and Passages in, or belonging to the said Premises should be held in common by all the parties and their respective heirs, and ought to be repaired at the common and equal charges of the parties. The fourth part of the said Premises, as allotted to Phillipa and John Walton, was afterwards purchased by the principal Officers of the Ordnance, and conveyed to his late Majesty, King Geo. III. by Indenture of Lease and Release, dated the 13th & 14th of August, 1797. The vendors will give up to the purchaser the before mentioned Deeds, and all other Deeds in their possession relating to the Premises; also Office Copies of the said Decree, Commission, and Certificate and Plan annexed of the said Commissioners, but the purchaser shall not be at liberty to call for the Deed of Partition made between the parties in this said Cause, the same not being in the possession of the vendors; nor for any other Decree, Order, or Office Copies, or any other evidence of the vendors' title to the Premises, except the said Deeds of 13th and 14th of August, 1797, nor for evidence of any fines, Deeds, Wills, Descents, or facts mentioned or noticed therein, or in such other Title Deeds as the vendors possess, or in the said Office Copies of Decree, Commission, and Certificate, and Map annexed. And the vendors shall not be obliged to adduce evidence of any fact alleged in these Conditions, or in the said particular of sale or plan annexed.
- VI. The vendors sell the property comprised in this Particular of Sale, in their official capacity of Principal Officers of His Majesty's Ordnance, on behalf of His Majesty, in which capacity they are empowered by Act of Parliament to sell and convey all Lands purchased or taken for the service of the Ordnance Department. The vendors shall not be required to enter into any covenants for Title to the Premises.
- VII. If any error or mistake be made in the description of the Premises, or in the quantity or contents, or boundaries thereof, or any other error shall appear in the said Particular, or plan annexed, or in these Conditions, such error or mistake shall not annul the sale, but a compensation shall be given or taken as the case may require, which shall be ascertained and determined on behalf of both parties, by the Principal Clerk of the Works for the time being, at the Tower of London.
- VIII. If the purchaser shall neglect, or refuse to comply with the above conditions, or any of them, his, or her deposit money, shall be considered as forfeited, and shall be retained by the vendors, as ascertained and liquidated damages for such default, who upon such default shall be at liberty to re-sell the Estate bought by such defaulter, either by Public Auction, or Private Contract, without the necessity of previously tendering a conveyance to the defaulter. And the deficiency, if any, arising on such second Sale, together with all expences attending such re-sale shall be made good by the defaulter at the present Sale.

# PLAN

of the Property of the Board of Ordnance

AT

**BARKING CREEK**

for Sale by Auction by

**MESS<sup>RS</sup> H & J. DAVIS,**

at the Mart, near the Bank.

on Thursday, 18<sup>th</sup> April,

1833.

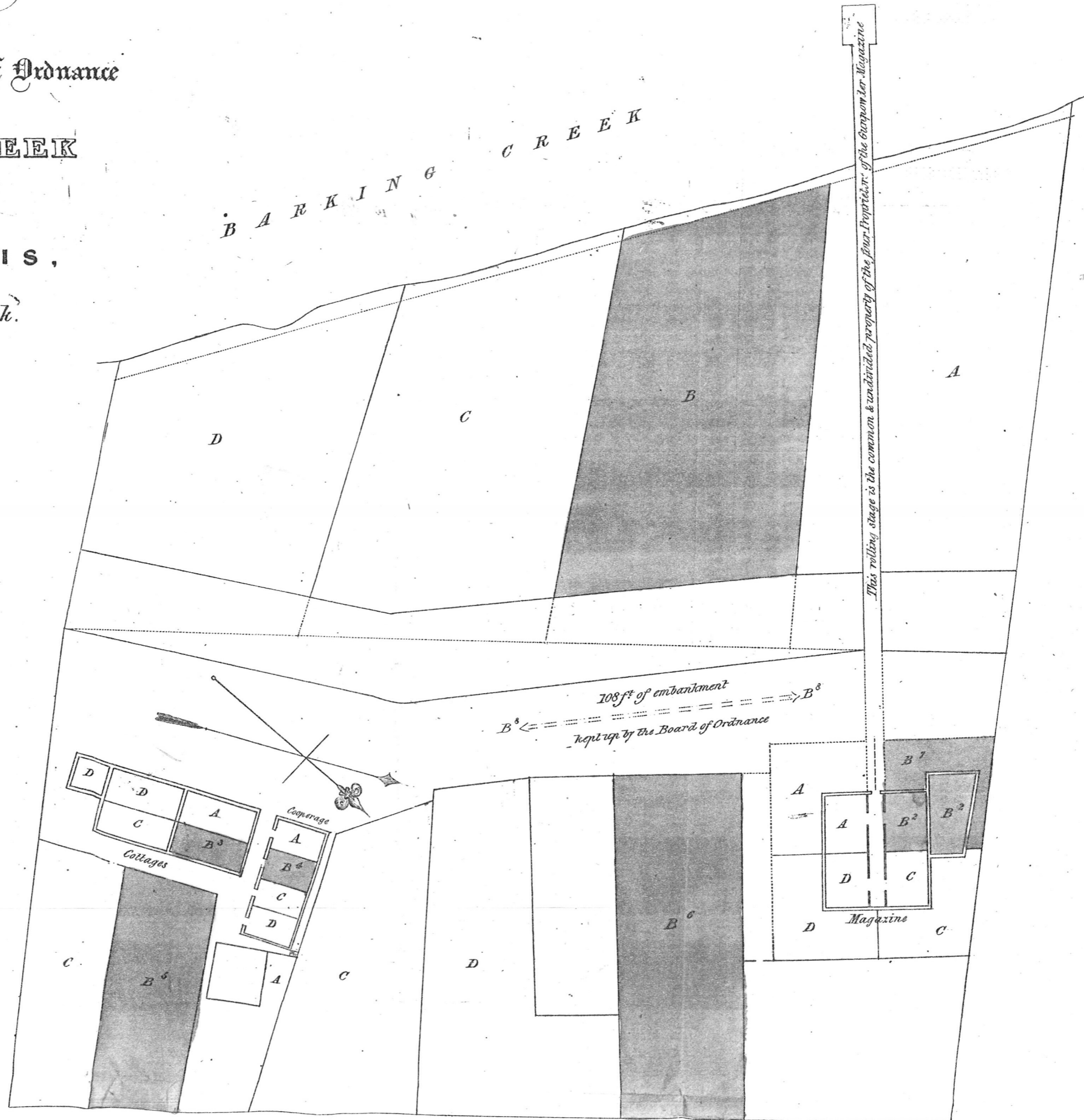
**REFERENCES**

B. Portion of the property belonging to the } Coloured Green  
Hon<sup>ble</sup> Board of Ordnance

A }  
C } Portions of the Property belonging to other Persons  
D }

*Contents of the Land marked B*

B <sup>1</sup> This portion is covered by the tide and its boundaries uncertain.— computed at	17976
B <sup>2</sup> A small garden opposite the cottage marked B <sup>2</sup>	3691½
B <sup>3</sup> An uncultivated piece of garden ground	8137
B <sup>4</sup> A small piece of uncultivated ground adjoining the Board of Ordnance's portion of the Gunpowder Magazine marked B <sup>2</sup>	1065
B <sup>5</sup> Portion of embankment to be kept up by the owners of the land & buildings now occupied by the Board of Ordnance equal to 108 running feet. making <u>2.33½</u> or in square feet.	<u>30869½</u>



H & J. Davis  
Auctioneers & Estate Agents,  
12, Haymarket London.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200

Barking (Essex) - Sale of Ordnance

land and buildings at entrance of

Barking Creek. (1833) - Plan.

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From Ordnance (messrs.)

Laboratory

1834.

3210

Mem

On the 14 August 1795. The Board  
 purchased from M<sup>r</sup> Walton, several lots  
 of Property at Waltham Abbey and its  
 neighbourhood, and amongst them is the  
 Property at Barking Creek, which is  
 described as follows - "All that Powder  
 Magazine together with the Cooperage and a  
 Messuage or Tenement, used as a Dwelling  
 House of the said John Walton situate  
 and being on the East side of Barking Creek  
 in the Parish of Barking in the said County  
 of Essex, together with the Yards and Appurtenances  
 thereto belonging, and which for many Years  
 past have been held by the said John Walton and  
 his Ancestors, as their share and allotments  
 upon a partition which was made of a large  
 piece of Ground & Buildings, and of which the  
 Ancestors of the said John Walton were  
 entitled to one undivided fourth part, such  
 partition having been made in pursuance  
 of



"of a Decree of the high Court of Chancery  
"bearing date on or about the 3<sup>d</sup> May 1737 in  
"a cause wherein Thomas Pease and Robert  
"Norman were plaintiffs, and the said Philippa  
"Waltow Widow John Waltow Pythia Fogg  
"and Catharine Fogg were Defendants"

33/193 25. S. 1371.

17  
Memorandum relative to the Magazine at  
Porking Creek. -

Francis Grewber, Phillippa Walton,  
R. Styles, & Jonathan Fogg  
entered into partnership as  
Powdermerchants, and bought,  
at an equal expence to each,  
the Marsh and Reed Ground  
at Porking Creek, where they  
built, and agreed to uphold  
and maintain, at an equal  
expence to each, a Magazine  
and other Building. Fogg died,  
and his fourth part became  
his sisters'; and Styles and  
Grewber went out, and were  
succeeded by Norman and  
Pearce; so that the Firm  
became that of Waltons, Fogg,  
Norman and Pearce. The  
partnership expiring, Pearce  
wished to retire, and demanded  
his fourth part, which,  
under

under the original articles of  
Partnership, he considered  
he had a claim to. The others  
objecting, the matter was  
thrown into Chancery, where  
it was decreed that a fourth  
part each, should go to  
Pearce and Norman; a fourth  
part to the Waltons; and a  
fourth part to the Fozgs.

A descendent of the Waltons  
sold his fourth part to the  
Board, which is now their  
Freehold, and may be  
maintained or not, at  
pleasure. —

The property is of course  
liable to local rates and  
assessments. —

Office of Ordnance,  
311 May, 1825.

15  
Right Honorable and Honorable Gentlemen

Madam June 1. 1652

I beg to acknowledge the receipt of  
Mr Secretary Griffins letter, dated the  
1<sup>st</sup> Instant, with its accompanying Papers  
relative to certain Repairs requisite to be  
done to the Magazine at Barking Creek  
near Waltham Abbey; and conveying  
to me Your Honor's Commands that I  
should transmit accurate information  
as to the holding of the Premises, by the  
Department, previously to the performing  
of such Repairs.

The Premises in question were formerly  
part of a large piece of ground and  
Buildings of ~~the~~ which the Ancestors  
of John Walton Esq<sup>r</sup> were intitled to one  
undivided fourth part. And by a Decree  
of the Court of Chancery made on the 3<sup>d</sup>  
May 1737, in a Cause wherein Thomas  
Pearse and Robert Norman were Plaintiffs  
and Philippa Walton Widow John Walton  
Bythia Fogg and Catherine Fogg were  
Defendants, the Magazine in question  
together with the Cooperage and a  
Dwelling House situate on the East side  
of Barking Creek, with the yards and  
Appurtenances, were allotted to the Ancestors

Waiting for  
Mr Secretary  
answer

of M<sup>r</sup> Walton in lieu of their one fourth  
of the said large piece of Ground.

In the Year 1787 Your Honorable  
Board contracted with M<sup>r</sup> Walton for the  
absolute purchase of the Premises in question,  
together with certain Gunpowder Mills and  
other premises at Waltham Abbey for 10,000.

On Account of some difficulty in completing  
the Title, at that time, the purchase was  
not finally settled until the Year 1795,  
when by Indentures of Lease and Release  
dated the 13<sup>th</sup> and 14<sup>th</sup> August 1795, between  
M<sup>r</sup> John Walton of the one part and his  
late Majesty of the other part, the premises  
so contracted for were conveyed to his late  
Majesty his Heirs and Successors in Fee-  
simple - They were thereupon placed  
under the charge of the Department, and  
by the late Ordinance Vesting Act are now  
vested in and held by the Department  
in fee simple In Trust for the Crown.

I have the Honor to return the Papers,  
and am, With the greatest respect  
Right Honorable and Noble Gentlemen

Your most obedient and  
most humble Servant

10. Austin Friars,  
3. June 1825.

James Smith  
Appt. to the

The Right Honorable and Honorable  
The Principal Officers of His Majesty's Ordnance

25. S. 1371

✓  
Lally  
G. B. 100

Right Honourable and Honble Gentlemen

27<sup>th</sup> April 1764

Received Mr Secretary Pylons

Letter dated the 22<sup>nd</sup> ultimo with its  
accompanying former Papers and a Report  
Plan and other papers from Colonel Moody  
Commanding Royal Engineer in the District  
and conveying to me your Honors Commands  
that I should communicate with Messrs  
Davis auctioneers with the view of effecting  
a sale of the Ordnance Premises at  
Barking Creek

I beg to state that I accordingly  
arranged with those gentlemen the proper  
particular of sale; and having prepared  
the requisite conditions the same were  
printed with a lithographic plan &  
annexed for circulation.

I have now the honor to  
Report that the sale came on this day  
at the auction Mart where the property  
was knocked down to one of the other  
Proprietors of the Magazine Property at  
the sum of £125 - This sum I beg  
to state exceeds what both Messrs  
Davis and myself anticipated

I shall forthwith furnish  
the purchaser with an abstract of the  
Title to the Premises; and prepare the  
requisite conveyance thereof for the  
signature of your Honorable Board

The Right Honourable and Honble  
The Principal Officers of His Majesty's Ordnance

Boon  
4

25. S. 1371 2<sup>d</sup> Avenue Street  
38 26 June 1833  
Recd 27 June 1835

Sir  
I received your letter dated  
the 17<sup>th</sup> instant returning to me duly executed  
by the Board the lease and release to  
Mr. William Tinkler of the Premises at  
Barking Creek.

I have this day delivered  
up those deeds to Mr. Beechey, that  
gentleman's solicitor, on his producing  
to me the receipt of the Treasurer of the  
Company, dated the 25<sup>th</sup> instant for  
£100, the remainder of the purchase money

paid the Treasurer on the 17<sup>th</sup> instant  
the £25 the amount of the deposit.

I have the honor to transmit  
both those receipts: and have to request that  
you will now give directions to the  
proper officer to put Mr. Tinkler into  
immediate possession of the Premises

28 June 1833

I have the honor to be

Read and ordered that  
Mr. Tinkler be placed in possession  
of the Premises at Barking Creek  
by the Commanding Royal Engineer at  
Waltham Abbey, who is to be directed to  
apprise Mr. Sanson, the Acting Steward at  
Barking Creek, that his services are no longer  
required -

Yr Most Obedient  
Humble Servant  
James Smith



wrote to  
Lieut. Colonel Moody  
1<sup>st</sup> July -

R. Pykard  
a 2 4

Home

TREASURY,  
Office of Ordnance,  
25<sup>th</sup> June 1833.

RECEIVED of

W. Tanker Esq.  
(H. W. N. Beechey Esq.)

(pursuant to an  
Order of the Board of Ordnance dated  
2<sup>nd</sup> May 1833)

the Sum of One hundred pounds  
being in full of the  
purchase money of the  
Ordnance Premises at  
Barking etc.



the same to be charged to the Voluntary  
Account of the Treasurer of His Majesty's  
Ordnance.

£100. 0. 0

J. Croft  
for the Treasurer.

Home

TREASURY,  
Office of Ordnance,  
17 June 1833

RECEIVED of

Messrs. Davis

(pursuant to an  
Order of the Board of Ordnance dated  
2<sup>nd</sup> May 1833

the Sum of Twenty five  
pounds, being the Deposit  
on the purchase money  
of the Ordnance Premises  
at Barking etc.



the same to be charged to the Voluntary  
Account of the Treasurer of His Majesty's  
Ordnance.

£25. 0. 0

J. Croft  
Depy Treasurer



I have the honor to return all the  
Papers with the exception of the Plan  
prepared by Colonel Moody and also

With the greatest Respect  
Right Honorable and Noble Gentlemen

Your most obedient and  
Most humble servant

James Smith  
Esq

27 France Street  
10 April 1833

27 France 1833 M L

Read and approved: Apprais  
The Honble General of the Honble  
which the Company has been  
sold.

OB  
J

newly to the  
Mr. J. J. J. J.  
Col: J. J. J.  
23

