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DATED 1st March 1929.

THE MINISTER OF TRANSPORT
to
PERCY ALFRED BAYMAN, ESQ.

H.M. LAND REGISTRY
23 MAR 1929
RECEIVED.

Copy

CONVEYANCE
of

Freehold Lands at Shenfield in
the County of Essex.

*We certify this to be a
true copy. [Signature]*

G R
H. M. LAND REGISTRY.
LONDON, W.C.2.
TITLE NO. **P44315**
FREEHOLD TITLE
REGISTERED 23 MAR 1929

Grenside & Son,
11, Little College Street,
WESTMINSTER S. W.1.

THIS CONVEYANCE is made the first day of March 1929 BETWEEN THE MINISTER
OF TRANSPORT (hereinafter referred to as "the Vendor") of the one part and
PERCY ALFRED BAYMAN of Joinant House Eastern Avenue Ilford in the County of Essex Timber Merchant (hereinafter
referred to as "the Purchaser") of the other part WHEREAS:-

(A) THE Vendor is seized in fee simple in possession of the property (hereinafter called "the said
property") hereby assured subject as to certain parts thereof to certain restrictions and stipulations here-
before mentioned but otherwise free from incumbrances

(B) THE said property was with other property acquired by the Vendor under the powers conferred
by the Development and Road Improvement Funds Acts 1909 and 1910 as amended by the Roads Act 1920 in connec-
tion with or for the purposes of a new road and is held by the Vendor by virtue of Section 26 (3) of the
Ministry of Transport Act 1919 in trust for His Majesty for the purposes of the Ministry of Transport

(C) THE said property is surplus land not required for the said new road and is released from
all rights of pre-emption

(D) THE Purchaser has agreed with the Vendor for the purchase of the said property in fee simple
in possession subject as aforesaid and to the tithe rent charge payable in respect of the said property or
part thereof (which has been informally apportioned at the sum of £8. 16. 4) but otherwise free from incum-
brances with the mines and minerals thereunder at the price of £2250.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of £2250 now paid by the
Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Trustee and
with the approval of the Treasury under the powers conferred by section 11 (6) of the Development and Road
Improvement Funds Act 1909 (as amended) hereby conveys unto the Purchaser ALL THOSE pieces or parcels of
land situate in the parish of Shenfield in the County of Essex formerly part of an estate known as the
Middleton Hall Estate adjoining or adjacent to and lying as to the greater part thereof to the East of a
strip of land upon which the Vendor is proposing to construct a new Road including slopes cuttings and
embankments approximately 140 feet wide to be known as the North Orbital Road AND all such parts of the said
strip of land abutting on the said property as are not required by the Vendor for the purposes of the said
new Road or the slopes embankments or cuttings thereof all which said pieces of land (exclusive of the land
required for the construction of the said new Road and its slopes embankments and cuttings) are estimated to
contain an area of not less than 29½ acres or thereabouts and together with the said strip of land are with
their respective boundaries abutments and dimensions approximately delineated by way of reference only on the
Plan annexed hereto and thereon coloured green green hatched ^{red} green hatched black Dark yellow and Light Yellow
the width and direction of the said new Road being approximately indicated thereon by the colour Pink
TOGETHER with the full benefit (in so far as the Vendor can assign the same) of the covenants on the part of
John Jabez Bassett as to the construction of Glenthams Road (shown on the said plan) contained in an Inden-
ture of Exchange dated the 21st day of August 1907 and made between Albert James Thornton and Walter Alfred
Thornton of the 1st part Richard Thornton Thornton of the 2nd part Eliza Marion Thornton and Emily Pulford
of the 3rd part and the said John Jabez Bassett of the 4th part

TOGETHER ALSO with a right of way over the said land coloured pink on the said plan and for this purpose

pending the construction of the said new Road the right to construct subject to the approval in all respects of the Vendor and at the Purchaser's expense a development Road together with service pipes and mains in upon and over the said strip of land coloured pink on the said plan or any part thereof (the position of such service pipes and mains to be subject in all respects to the approval of the Vendor)

TOGETHER ALSO with the right for the Purchaser and his successors in title to lay in such positions as he or they may require a sewer under the strip of land which lies on the South of Middleton Hall and runs into Taskers Lane which said strip of land is hatched blue on the said plan but subject to the right of the owners of Middleton Hall Estate at their own expense to connect up with the said sewer drains from any adjoining land belonging to them

EXCEPT AND RESERVING unto the Vendor in fee simple the right to use the stream and ditches running through the said property for the purpose of carrying away surface water from the said new Road including the slopes, cuttings and embankments thereof along the line between the points marked X and X on the said plan by means of pipes or otherwise or by culverts or enlargement of the said stream or otherwise such ~~xxx~~ works to be carried out at the expense of the Vendor

AND ALSO the right at all times during the construction of the said new Road subject to the reasonable approval of the Purchaser to enter upon such parts of the lands ^{and colour green and hatched red and black} coloured green on the said plan as the Vendor may think fit for the purpose of the construction of the said new Road and the embankments and cuttings thereof TO HOLD the same (except and reserved as aforesaid) unto the Purchaser in fee simple subject nevertheless as follows:-

- (1) As to a small piece of land in or near Priests Lane coloured green and hatched black and numbered 1 on the said plan to such of the stipulations and restrictions ~~xxx~~ (a copy of which is set out in the 1st part of the 1st Schedule hereto) contained in a Conveyance dated the 4th day of December 1900 and made between Hastings Worrin of the 1st part the said Richard Thornton Thornton of the 2nd part and the said Eliza Marion Thornton and Emily Pulford of the 3rd part as affect the same and are still subsisting and capable of taking effect
- (2) As to a small piece of land fronting on to Glanham Road aforesaid coloured dark yellow and numbered 2 on the said plan to such of the stipulations and restrictions (a copy of which is set out in the 2nd part of the 1st Schedule hereto) contained in a Conveyance dated the 30th day of June 1905 and made between the said John Jabes Bassett of the one part and Frank Landon of the other part as affect the same and are still subsisting and capable of taking effect.
- (3) As to a further small piece of land fronting on to Glanham Road aforesaid coloured light yellow and numbered 3 on the said plan to such of the stipulations and restrictions (which are the same as those set out in the 2nd part of the 1st Schedule hereto) contained in a Conveyance dated the 14th day of March 1906 and made between the said John Jabes Bassett of the one part and the said Frank Landon of the other part as affect the same and are still subsisting and capable of taking effect
- (4) As to the pieces of land numbered respectively 4 and 334 and coloured green and hatched red on the said plan to such of the stipulations and restrictions (a copy of which is set out in the 3rd part of the 1st Schedule hereto) contained in the said Deed of Exchange dated the 21st day of August 1907 hereinbefore mentioned as affect the same respectively and are still subsisting and capable of taking effect and
- (5) as to all the said property hereinbefore described to the stipulations set out in the 2nd Schedule hereto which are intended to be binding in perpetuity on the property hereby assured

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2. THE Vendor hereby covenants with the Purchaser that as soon as reasonable may be after the Vendor shall have determined what part of the said strip of land coloured pink on the said plan is not required by the Vendor for the purposes of the said new Road and the slopes cuttings and embankments thereof he will execute and do every further assurance and thing necessary for vesting such part of the said strip of land abutting upon the said property as is not required for the purposes of the said new Road in the Purchaser.

3. THE Purchaser to the intent and so as to bind (so far as practicable) the said property into whosoever hands the same may come but not so as to render the Purchaser personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenants with the Vendor that he the Purchaser and his successors in title will at all times hereafter observe and perform the stipulations in relation to the property hereby assured contained in the 2nd Schedule hereto

4. THE Purchaser hereby further covenants with the Vendor with the object and intent of affording to the Vendor and his successors in title a full and sufficient indemnity but not further or otherwise that he the Purchaser will at all times hereafter duly perform and observe the said stipulations and restrictions contained in the said respective Deeds of the 4th day of December 1900 the 30th day of June 1905 the 14th day of March 1906 and the 21 day of August 1907 as hereinbefore mentioned is and so far as the same or any of them are still subsisting and capable of taking effect and will at all times keep the Vendor effectually indemnified against all actions proceedings costs charges claims and demands whatsoever in respect of the said stipulations and restrictions or any of them

5. THE Vendor hereby covenants with the Purchaser that in the exercise of the right of surface water drainage hereinbefore reserved to the Vendor no flooding directly attributable to such surface water drain shall occur to the said property and that in the exercise of the right hereinbefore reserved to the Vendor to enter upon such parts of the said lands coloured green and coloured green and hatched red and black on the said plan hereto as the Vendor may think fit for the purposes of the construction of the said new Road and the embankments and cuttings thereof the Vendor and his successors in title will do as little damage as possible to such lands

IN WITNESS Whereof the Vendor's Official Seal has been hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE

Part I.

Stipulations in Conveyance dated 4th December 1900 of small piece of land in Priests Lane

1. Every Purchaser shall within one month after written notice from the Vendor his heirs or assigns or his or their Surveyor erect and for ever maintain a proper and sufficient fence or fences along the side or respective sides marked on the plan "T" within the boundary of every lot purchaser by him such fences not to be less than 4 feet high (but a purchaser of two or more adjoining lots shall not be obliged to erect the interior fences) and if the Purchaser fail to erect such fences within the time aforesaid it shall be lawful for the Vendor to enter upon the lot and erect the fences and to recover the cost thereof from the Purchaser as rent in arrear

2. No house shall be erected of a less prime cost value than £450 for a single house or £750 for a pair of

NORTH ORBITAL ROAD
MIDDLETON HALL ESTATE
BRENTWOOD.

Sheffield

No 334

Middleton Hall

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houses on two adjoining lots and nor more than one house with offices outbuildings and appurtes shall be erected upon any one lot excepting Lot 1 upon which four houses may be built such houses not to be of a less prime cost than £450 each. No hut shed or caravan or house on wheels to be used as a dwellinghouse and no swing roundabout or contrivance intended for public amusement shall be erected on any lot or placed or allowed to remain on any lot.

3. Nothing shall be erected on any lot nearer to the front boundary than the building line marked on the plan which is 25 feet from the said boundary other than division or front boundary walls or fences not exceeding 4 ft. 6 ins. in height.

4. No bricks or tiles shall be made or any clay or lime burnt on the land No gravel sand clay or soil shall be removed from the land except what may be necessary in excavating the foundation of any building which may be erected thereon.

5. No lot or any erection or building which may be erected thereon shall without the Vendors consent in writing be used for the purpose of carrying on any trade manufacture or business or for any other purpose than as a private dwellinghouse nor shall any deposit be placed or anything done on any lot which shall be noxious dangerous or offensive to the neighbourhood or the owners or occupiers of adjoining or neighbouring property or be in anywise injurious to the same.

6. Any house or other building to be in future erected upon any lot shall be built in accordance with plans specifications and elevations to be first submitted to the said Hastings Worrin of Little Dunmow Essex his heirs or assigns for approval, and until such approval has been obtained building shall not commence.

7. No lot shall be used for any purpose other than garden ground meadow land plant nursery or orchard until built upon and no act deed or thing shall be done on any lot or in or upon any building thereon which may be or grow to be an annoyance nuisance damage or disturbance to the Vendor his heirs or assigns or the owner or tenant of any adjoining land.

Part II

Stipulations in Conveyance of 30th June 1905 of freehold land part of the Glanham Estate.

1. The Purchaser is to forthwith erect and afterwards to maintain boundary fences on the side of the land marked "T" within the boundary No building is to be erected in front of the building line shown on the said plan and each house shall front towards the shortest road frontage of the plot on which the same shall be erected.

2. No house shall be erected nor used otherwise than as a private dwellinghouse No house or shall shall be erected of less value than £350 The minimum value of a house is the amount of its nett first cost in material and labour of construction only estimated at the lowest current prices.

3. The trade of an Innkeeper Victualler or Seller of wines spirits or beer to be consumed either on or off the premises shall not be carried on upon the land nor shall any noisy noxious or offensive trade business or manufacture be carried on upon the land No hut tent shed caravan or house on wheels or other chattel shall be erected made placed or used or be allowed to remain upon the land nor any brickmaking be carried on thereon.

4. The Purchaser shall not obstruct the passage of the Vendor or any other person along or remove or disturb

the soil or surface of any road except for the purpose of repairing the same. The Purchaser shall repair the footpath and the one half part of the carriage way of Glanths Road and keep the same in good order and condition until the local or public authority shall become liable for such repair

5. No gravel sand clay chalk or earth shall be removed from the land except such as may be necessary to be excavated for the purpose of building thereon and drainage therefor and no part of the land shall be formed or used as a way or portion of a way of any description nor shall any right of way be granted or permitted thereover except for the enjoyment of such lot as a building site without the written consent of the Vendor until Glanths Road and Worrin Road are taken over by the local authority.

6. The Vendor reserved the right to alter modify or waive any of the above stipulations as to any lot or lots on the estate for the time being remaining unsold or in which the Vendor may for the time being have any interest

Part III

Stipulations in Deed of Exchange dated 21st August 1907.

That in regard to the heredita described in the sd 2nd Schedule hereto (being inter alia the said land coloured green and hatched red and numbered 4 and the said piece of land numbered 334 on the said plan) (a) no house to be erected on any part thereof shall at any time hereafter be used otherwise than as a private dwellinghouse only (b) that no hut tent shed caravan house on wheels or other chattel erection or construction of a like nature shall at any time hereafter be erected placed or used or allowed to remain thereon or on any part thereof (c) that no buildings whatever other than detached or semi-detached private dwellinghouses outbuildings and offices suitable thereto shall at any time hereafter be erected thereon or on any part thereof except such as may be necessary (d) that no gravel sand clay chalk or earth shall at any time hereafter be excavated or removed therefrom or from any part thereof except such as may be necessary to be excavated or removed for the purpose of making roads or the erection of permitted buildings thereon or for the construction of the drains or sewers of or for such buildings and (e) that no bricks shall at any time hereafter be made thereon or on any part thereof and that no other act or thing shall be done thereon which may at any time hereafter be or become a nuisance or annoyance to the owner or occupiers for the time being the Glanths Estate or any part thereof or his or with their tenants or under-tenants and in regard to the said piece of land numbered 334 on the said plan that no house shall be built on any part thereof the nett prime cost whereof with its outbuildings and offices shall be less than £700.

THE 2nd SCHEDULE.

1. A building line shall be observed of 25 feet on either side of the said new Road as shown on the said Plan
2. No building now or hereafter to be erected on the said lands or any part thereof shall be used for the sale of alcoholic liquors.

Official Seal of the Minister of Transport
hereto affixed in the presence of

H. H. Pissott. An Assistant Secretary

and sealed and delivered by the said Percy
and Bayman in the presence of

A. J. Green
Joint House Elford
Accountant - 5 -

P. R. Bayman