

Document 9

Land Registry

Official Copy

Reduced from original size.
Not to scale.

23 JUL 1931

P87971

Land Registry

Official Copy

This copy may not be the same
size as the original.

RECEIVED. TRANSFER OF PART OF FREEHOLD LAND

Imposing Fresh Restrictive Covenants.

10304

H. M. LAND REGISTRY

London, W. C. 2

Land Registration Act, 1925.

Land Registration Act, 1925

Provincial Dealing No.

30892/31

DISTRICT: Essex.

PLANS: Nos: P. 44315 and P. 46120.

LOCALITY: Land at Shenfield.

15th of June 1931 I, PERCY ALFRED
BAXMAN of Joinant House, Eastern Avenue, Ilford, Essex Timber
Merchant as Trustee hereby transfer to RAYMOND COURAGE of
"Edgecote" Banbury in the County of Oxford Esquire and JAMES
FREDERICK MANUEL LAWRENCE of Pilgrims Hall near Brentwood in
the County of Essex Esquire the Trustees of a Charity known as
The Brentwood District Hospital constituted by a Trust Deed
dated the 28th day of May 1895 under the hands and seals of the
Right Honourable Bernard Henry Philip Baron Petre of Writtle and
Christopher John Hume Tower (and formerly known as the Brentwood
District Cottage Hospital) (hereinafter called "the Trustees")
upon the trusts and for the purposes and subject to the powers
and provisions specified in the Schedule hereto the land shown
and coloured pink blue yellow green mauve and brown on the plan
attached hereto being part of the lands comprised in the titles
above referred to together so far as such covenants affect the
land hereby transferred with the benefit of the covenants on
the part of the Minister of Transport contained in a Conveyance

3089

made the 1st day of March 1929 between the Minister of Transport and the said Percy Alfred Bayman whereby the Minister of Transport covenanted to execute and do every further assurance and thing necessary for vesting in the said Percy Alfred Bayman so much of the strip of land abutting on the property thereby conveyed as might not be required for the purposes of the New Road therein referred to and that in exercise of the rights therein reserved to such Minister no flooding should occur and that he would do as little damage as possible and together also with the right of way over the site of the said New Road and the right to lay pipes and mains therein granted by such Conveyance but except and reserved as in such Conveyance excepted and reserved and subject as regards part of the piece of land coloured brown on the said plan to the covenants contained in a Conveyance dated the 16th day of May 1929 and made between Francis John Bassett of the one part and the said Percy Alfred Bayman of the other part as regards the remainder of the said piece of land coloured brown and the pieces of land coloured yellow and blue on the said plan to the covenants contained in a Deed of Exchange dated the 21st day of August 1907 and made between Albert James Thornton and Walter Alfred Thornton of the first part Richard Thornton Thornton of the second part Eliza Marion Thornton and Emily Pulford of the third part and John Jabez Bassett of the fourth part ^{the pieces} as regards of land coloured mauve on the said plan to the covenants contained in a Conveyance dated the 30th day of June 1905 and made between the said John Jabez Bassett of the one part and Frank Landon of the other part as regards the piece of land coloured green on the said plan to the covenants contained in a Conveyance dated the 14th day of March 1906 and made between the said John Jabez Bassett of the one part and the said Frank Landon of the other part and as regards the said pieces of land coloured pink yellow blue mauve and green and part of the said

5

3089.

pieces of land coloured brown on the said plan to the covenants contained in the said Conveyance of the 1st day of March 1929 so far as the said covenants affect the said pieces of land respectively and also subject as regards the said piece of land coloured brown on the said plan to the right of the said Francis John Bassett to call for a Conveyance thereof under an Agreement dated the 16th day of April 1929 and made between the said Francis John Bassett of the one part and the said Percy Alfred Bayman of the other part And subject to the right of the said Percy Alfred Bayman to lay a sewer drain from the point "A" to the point "B" shown on the said plan.

AND the Trustees to the intent and so as to bind (so far as practicable) the land hereby transferred into whosoever hands the same may come and to benefit and protect the adjacent or neighbouring lands of the said Percy Alfred Bayman forming part of the Middleton Hall Estate now being developed as a building estate but so as not to be personally liable for any breach of this covenant occurring after they have parted with the land hereby transferred hereby covenant with the said Percy Alfred Bayman that the erection of the Hospital which the Trustees are to build upon the land hereby transferred shall not be commenced until a plan thereof shall have been submitted to the said Percy Alfred Bayman and approved by him so far as regards the elevation on the North East and West sides and that the Trustees and the persons deriving title under them will not erect any part of the said Hospital and will not at any time hereafter, subsequently extend the same nearer to Crescent Drive than Thirty feet from the back of the path on the South side thereof and will not at any time hereafter erect or permit to be erected any building or wall on the land hereby transferred except the said Hospital or any extension thereof including Nurses Homes Entrance Lodges or any buildings used in connection with the said Hospital

30892

AND the said Percy Alfred Bayman hereby covenants with the Trustees

1. TO pay all tithes and land tax (if any) in respect of the land hereby transferred and to keep the Trustees indemnified therefrom
2. TO erect wrought iron gates and railings at both entrances to Crescent Drive at the points marked "C" and "D" on the said plan
3. TO complete the said road known as Crescent Drive with foot path to conform with the rural aspect of the district.
4. TO plant the boundary so as to enclose the land hereby transferred with white thorn or other suitable shrubs or hedge
5. In the event of the said Percy Alfred Bayman dying within twelve months from the date hereof without having effectively devised the said land hereby transferred to the Trustees upon the Trusts and subject to the powers aforesaid and the Transfer hereby made becoming void to reimburse to the Trustees all moneys expended by them on the said land hereby transferred or otherwise in connection with the premises and to keep the Trustees effectively indemnified against any loss whatever occasioned thereby.

AND we the said Percy Alfred Bayman and the Trustees hereby apply to the Registrar to enter notice of the covenants hereinbefore contained on the Register

It is hereby agreed that the power of appointing new Trustees of these presents shall be vested in the same persons as are from time to time entitled to appoint new Trustees of the said Trust Deed of the 28th day of May 1895 under the provisions thereof

THE SCHEDULE above referred to

UPON TRUST to erect upon the said land hereby transferred or some part thereof a Hospital to be used in substitution for or in addition to the Hospital referred to in the said Trust Deed of the 28th day of May 1895 but so that the

5089

said land shall not be used otherwise than in accordance with the covenant on the part of the Trustees in this transfer contained but otherwise upon and for the trusts and purposes and subject to th. powers and provisions upon for and subject to which the same ought to be held if the same had been purchased by the Trustees under the powers contained in the said Trust Deed.

SIGNED, SEALED AND DELIVERED by)
the said PERCY ALFRED BAYMAN in)
the presence of:-

[Signature]

[Signature]
Financial Trustee
Eastern Avenue
Lyons.

SIGNED, SEALED AND DELIVERED by)
the said RAYMOND COURAGE in the)
presence of:-

R. Courage

[Signature]
6 London Square, S.W.
Charles Morgan

SIGNED, SEALED AND DELIVERED by)
the said JAMES FREDERICK
NATHANIAL LAWRENCE in the)
presence of:-

[Signature]

J. Simpson
6 New Square Lincoln's Inn W.C.2
- Clerk to Messrs Lawrence Graham & Co.
Solicitors.

5



434610
434611

[illegible]

Midölen Hall

570 d

10

5089

said land shall not be used otherwise than in accordance with the covenant on the part of the Trustees in this transfer contained but otherwise upon and for the trusts and purposes and subject to th. powers and provisions upon for and subject to which the same ought to be held if the same had been purchased by the Trustees under the powers contained in the said Trust Deed.

SIGNED, SEALED AND DELIVERED by)
the said PERCY ALFRED BAYMAN in)
the presence of:-

Percy Alfred Bayman

*James Bruce
Charles Bruce
Sons*

SIGNED, SEALED AND DELIVERED by)
the said RAYMOND COURAGE in the)
presence of:-

R. Courage

*Walter H. H. H. H.
S. H. H. H. H. H. H.
Charles H. H. H. H.*

SIGNED, SEALED AND DELIVERED by)
the said JAMES FREDERICK)
NATHANIAL LAWRENCE in the)
presence of:-

James Frederick

*J. Simpson
6 New Square Lincoln's Inn W.C.2
- Clerk to Messrs Lawrence Graham & Co.
Solicitors.*

Document 10

- 8 DEC 2003

BRW/1198/03

COORDINATE SURVEY	COUNTY
PLAN REFERENCE	EXEMPT
Scale 1/1250	REMARKS

