

P.D.S.
1919



This Indenture made the *7th* day of *July* 1919 189

between ROBERT VARTY of 89 and 90 Leadenhall Street in the City of London Bank Manager hereinafter called the Vendor of the one part and

Ernest Tylee of
18 Hydeau Road Hackney in the County
of London



hereinafter called the Purchaser of the other part **Witnesseth** that the Vendor in consideration of the sum of *Four* pounds _____ paid to him by the purchaser

on or before the execution hereof (the receipt whereof he hereby acknowledges) as beneficial owner hereby conveys to the Purchaser **All that** piece of land in the parish of Thundersley in the County of Essex being part of Thundersley Manor Estate and being Plot No *204 to 208 inclusive* on the plan drawn inside these presents (being a plan of the third portion of the Estate) and thereon coloured pink **To hold** the same unto and to the use of the Purchaser in fee simple subject to the proportion of tithe Together with a right of way with or without horses and carriages over the land reserved for roads shown on the said plan of the said estate Subject nevertheless to the restrictions mentioned in the first schedule hereto And the Vendor hereby acknowledges the right of the Purchaser to the production of the documents of title mentioned in the 2nd schedule hereto and to the delivery of copies thereof and hereby undertakes for the safe custody thereof **In Witness** whereof the parties

to these presents have hereunto set their hands and seals the day and year first above written. And it is hereby declared that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds £500

THE FIRST SCHEDULE ABOVE REFERRED TO

R. Varty

1. The Purchaser is to make (if not already in existence), and afterwards to maintain a good and sufficient fence or hedge, to the approval of the Vendor, next the roads, rights of way, and on the sides of his Plot, marked T, within his boundary, and the Vendor shall have the right to graze or cut the grass on any of the plots until fenced in.

2. No building is to project beyond the building line on the Sale Plan.

3. The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits or Beer, is not to be carried on upon any Plot, without the written consent of the Vendor.

4. No bricks shall be made or burnt, and no noxious or offensive trade, business, or manufacture carried on upon any Plot.

5. No sand, gravel, clay or soil shall be removed from any Plot, except for the erection of buildings thereon, or any right of way granted or permitted across any Plot.

6. No building or erection (other than a wall or fence, not exceeding 4 feet 6 inches in height) shall be set upon any plot nearer to the road in front than 15 feet, or shall be occupied in any manner which may be deemed a nuisance or annoyance to adjoining occupiers. Temporary buildings shall not be erected without the consent in writing of the Vendor.

7. Any new roads to be made on the Estate, as appearing upon the Plan, will be formed and the ditches crossing the road piped by the Vendor, or such persons as he may employ, in manner hereafter mentioned, and the Purchasers shall, at the time of the completion of their respective purchases, pay the sum of 6d. per foot frontage on the roads already formed or to be formed by the Vendor, in addition to their purchase-money to the Vendor. The decision of the Vendor's Surveyor shall be final on all questions rising upon the formation thereof. The roads to be 22 feet in width, and 7 feet on each side of the road to be reserved for footpaths. Until the parochial or other public authorities shall take upon themselves the repairs of the roads shown upon the plan, the owner of each Plot is to

*This road
making charge
has been paid
in addition
to above
mentioned
purchase money.*

H. W. Hartley

pay his proportion of repairing and maintaining the same to the Vendor, or to whom he may employ to repair the roads and footpaths. The Vendor retains the soil of so much of the roadways set out in the plan as belonging to him, and shall not be compelled by the Purchasers to complete the making of such roads other than the portion or portions fronting their respective Plots.

8. No caravan, house on wheels, or other chattel adapted or intended for use as a dwelling or sleeping apartment, or any booth, swing or roundabout, shall be erected, made or used, or be allowed to remain upon any Plot, and the Vendor may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulation shall occur, and shall not be responsible for the safe keeping of anything so removed, or any damage thereto.

9. No timber or other trees in hedges or boundaries are to be cut down or disfigured without the consent, in writing of the Vendor.

THE SECOND SCHEDULE ABOVE REFERRED TO.

15th December, 1897.—Conveyance Charles Bertie Palleine Bosanquet of the one part and Robert Varty of the other part.

15th December, 1897.—Assignment John Ralph Carr Ellison, George Dunbar Whatman and Herbert George Carr Ellison of the first part and the said Charles Bertie Palleine Bosanquet of the second part and the said Robert Varty of the third part.

Signed sealed and delivered by the above
named Vendor in the presence of

W. W. W. W. W.

Henry C. Reis
90 Leadenhall St
CL 3
Clerk to Robert Varty

Signed sealed and delivered by the above-
named Purchaser in the presence of

Henry C. Reis

Ernest Tylee

To London