



# This Indenture

made the

one thousand nine hundred and

*eleven*

day of

Between

PAYNE, TRAPPS & COMPANY, LIMITED, whose registered office is at No. 11 Queen Victoria Street in the City of London (hereinafter called the Vendors) of the one part and

*Charles A. Lobell*

of *Number 15 Ventley Street, Brighton*

in the County of *London*

(hereinafter called the Purchaser) of

the other part **Whereas** by an Indenture of Conveyance on Sale dated the first day of November one thousand nine hundred and five and made between Thomas Morton of the one part and John Charles Payne and George Trapps of the other part certain lands and hereditaments situate in the parish of Hartley in the County of Kent comprising in all 122 acres and 34 poles formerly part of the estate of the late Sir William Chance and which said hereditaments are more particularly shown and described in the schedule to the said Indenture and delineated in the plan drawn in the margin thereof and thereon coloured pink were conveyed unto and to the use of the said John Charles Payne and George Trapps in fee simple **And whereas** the said John Charles Payne and George Trapps some time since laid out part of the said lands as a building estate which is now known as "Fawkham Park Estate" and have divided the same into plots **And whereas** by an Indenture of Conveyance bearing date the seventh day of August 1909 and made between the said John Charles Payne and George Trapps of the one part and the Vendors of the other part for the considerations therein mentioned **All those** pieces or parcels of land situate in the parish of Hartley in the County of Kent and forming part of the said Fawkham Park Estate and which constituted the Lots mentioned in the Schedule to the said Indenture and included the piece or parcel of land intended to be hereby conveyed and also all other if any the plots or pieces or parcels of land then vested in the said John Charles Payne and George Trapps and being part of the lands conveyed to them by the said recited Indenture of the first day of November 1905 were conveyed by the said John Charles Payne and George Trapps unto and to the use of the Vendors in fee simple subject as therein mentioned **And whereas** the Vendors have agreed with the Purchaser prior to the 29th day of April 1910 for the sale to *him* of the piece or parcel of land hereinafter described in fee simple in possession free from incumbrances but subject to the stipulations obligations and restrictions set forth in the First Schedule hereto **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the sum of *Ten pounds*

on or before the execution hereof paid by the Purchaser to the Vendors (the receipt and payment whereof the Vendors hereby acknowledge) the Vendors as beneficial owners hereby grant and convey unto the Purchaser and *his* heirs **all that** piece or parcel of land situate in the parish of Hartley in the County of Kent part of the Fawkham Park Building Estate being on the *East* side of and adjoining a new road intended to be called "*Woodland Avenue Road*" and having a frontage thereto of *Twenty five*

*feet* or thereabouts and which piece or parcel of land *forms* part of the hereditaments conveyed to the said John Charles Payne and George Trapps by the hereinbefore recited Indenture of Conveyance of the 1st day of November 1905, and the boundaries abutments and dimensions of which said piece or parcel of land are more particularly shewn on the plan drawn on the 3rd page hereof whereon the plot of land hereby conveyed is numbered *393* and thereon coloured pink **Together** with the right at all times hereafter in common with the Vendors their successors and assigns and all other persons who have or may hereafter have the like right for all purposes connected with the use and occupation of the said piece or parcel of land or any messuage hereafter erected on the site thereof as a private residence but not further or otherwise with or without horses carts and carriages to use all common roads made or which may hereafter be made by the Vendors on the said Fawkham Park Estate **Except** and reserving unto the Vendors their successors and assigns the free passage and running of water and soil through and under the lands hereby conveyed to and from any other parts of the adjoining property of the Vendors and with power to enter lay make and repair pipes for water gas and other purposes drains and watercourses and for the purpose of making and completing roads footpaths and other necessary works **To hold** the same unto and to the use of the Purchaser in fee simple subject nevertheless to the stipulations obligations and restrictions set forth in the first schedule hereto and hereby imposed on the Purchaser **And the Vendors hereby covenant** with the Purchaser that they the Vendors will at their own expense on or before the 31st day of December 1912 redeem the tithe rent charge payable in respect of the land hereby conveyed and until such redemption shall be completed will pay and discharge the same and will at all times hereafter keep the Purchaser and *his* estate and effects effectually indemnified against all actions proceedings costs damages expenses claims and demands whatsoever for or by reason of the nonpayment of the said Tithe rent charge or any part thereof **And this Indenture also witnesseth** that in pursuance of the said recited agreement in this behalf and in consideration of the premises the Purchaser to the intent and so that the covenants hereinafter contained shall be binding on the said piece or plot of land hereditaments and premises hereby conveyed into whosoever hands the same may come ~~doth~~ hereby for *himself* and *his* assigns covenant with the Vendors their successors and assigns that *he* the Purchaser *his* heirs and assigns will at all times hereafter observe perform and comply with the stipulations obligations and restrictions contained in the said first schedule hereto so far as the same relate to the land hereby conveyed and that nothing shall ever be erected fixed placed or done upon the said land in breach or violation or contrary to the true and fair meaning of the said stipulations obligations and restrictions but this covenant is not to be held personally binding upon the Purchaser or any person or persons claiming under *him* except in respect of breaches committed or continued during *his* or *their* seizin of or title to the land upon which or in respect of which any such breach shall have been committed **And the Vendors hereby acknowledge** the right of the Purchaser to production and delivery of copies of the documents mentioned in the second schedule hereto and hereby undertake for the safe custody thereof **And it is hereby certified** 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 or the aggregate amount or value of the consideration exceeds five hundred pounds **In witness** whereof the Vendors have caused their common seal to be hereto affixed and the Purchaser *hath* hereunto set *set* hand and seal the day and year first above written.

### The First Schedule above referred to.

- 1.—The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge to the approval of the Vendors, next to the roads, rights of way, and on the sides of his plot marked T within the boundary, and the Vendors reserve the right to graze or cut grass on such plot until fenced in. Any crops or farm produce growing or standing upon the lots offered for sale are not included in the sale.
- 2.—No building is to project beyond the building line shown on the sale plan, and all houses shall be built facing the road on which the plot abuts.
- 3.—The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits, or Beer is not to be carried on upon any plot except on plot marked Hotel Site.
- 4.—No part of the land shall be used for the purpose of a cemetery, alien or pauper settlement or colony, tan yard, tip heap, or sewage farm, and no barracks, public slaughter-house, manufactory for explosives, lunatic or other asylum or hospital, or workhouse, or reformatory school, or industrial home shall be erected on any part of the land.
- 5.—No house or part of a house shall be erected of less value than as follows :—On Main Road plots £300 for a detached house or £550 for a pair of houses ; and on the other plots £275 for a detached house or £500 for a pair of houses. The value of a house is the amount of its net first cost in materials and labour of construction only, estimated at the lowest current prices. Only one house shall be erected on each plot.
- 6.—No ballast shall be burnt, or bricks made or burnt, and no noxious or offensive trade or manufacture be carried on, nor any act or thing be committed or done which may be or become an annoyance, nuisance or disturbance to the Vendors or the neighbourhood.
- 7.—No sand, gravel, clay, chalk 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.
- 8.—The roads appearing on the plans other than the Main and Parish Roads will be formed and rolled free of cost to the Purchaser, and until the public authorities shall take upon themselves the repairs thereof, the owner of each plot shall pay his proportion of any repairs or cost of maintenance of such roads.
- 9.—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 or used or be allowed to remain on any plot, and the Vendors may remove and dispose of any such erection or thing, and for that purpose may break fences and forcibly enter on any land upon which a breach of this stipulation shall occur and they shall not be responsible for the safe keeping of anything so removed or any damage thereto.
- 10.—The Vendors reserve the right at any time to alter or waive all or any of the stipulations as to any lot or lots remaining unsold at the date of this Conveyance, and also to make such alteration in the general plans or arrangement of the Estate as they may think fit.

### The Second Schedule above referred to.

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|---------------------|--|
| 7th October, 1853.  | Indenture of Conveyance on Sale made between Edward Searle, Adam Morris and George St. Pierre Harris of the first part, James Thomas Smith of the second part, and Adam Rivers Steele of the third part. |
| 1st November, 1905. | Indenture of Conveyance on Sale made between Thomas Morton of the one part and John Charles Payne and George Trapps of the other part.   |
| 1st November, 1905. | Acknowledgement and Undertaking by Thomas Morton as to production of Deeds.  |
| 2nd November, 1905. | Indenture of Mortgage made between the said John Charles Payne and George Trapps of the one part and Frank Matcham of the other part.  |
| 3rd April, 1907.    | Indenture of Reconveyance made between the said Frank Matcham of the one part and the said John Charles Payne and George Trapps of the other part.   |
| 4th April, 1907.    | Indenture of Mortgage made between the said John Charles Payne and George Trapps of the one part and Frank Matcham of the other part.  |
| 31st October, 1907. | Indenture of further charge between the said parties.  |
| 17th June, 1908.    | Indenture of Re-conveyance endorsed on mortgage of 4th April, 1907, made between the said Frank Matcham of the one part and the said John Charles Payne and George Trapps of the other part.             |
| 17th June, 1908.    | Acknowledgement of satisfaction endorsed on further charge of 31st October, 1907.  |
| 18th June, 1908.    | Indenture of Mortgage made between the said John Charles Payne and George Trapps of the one part and the said Frank Matcham of the other part.   |
| 7th August, 1909.   | The hereinbefore recited Indenture of Conveyance of this date.   |
| 16th May, 1910.     | Indenture of Re-conveyance made between the said Frank Matcham of the one part and the Vendors of the other part.  |

The Common Seal of Payne, Trapps & Company, Limited, was affixed hereto in pursuance of a resolution of the Board of Directors in the presence of



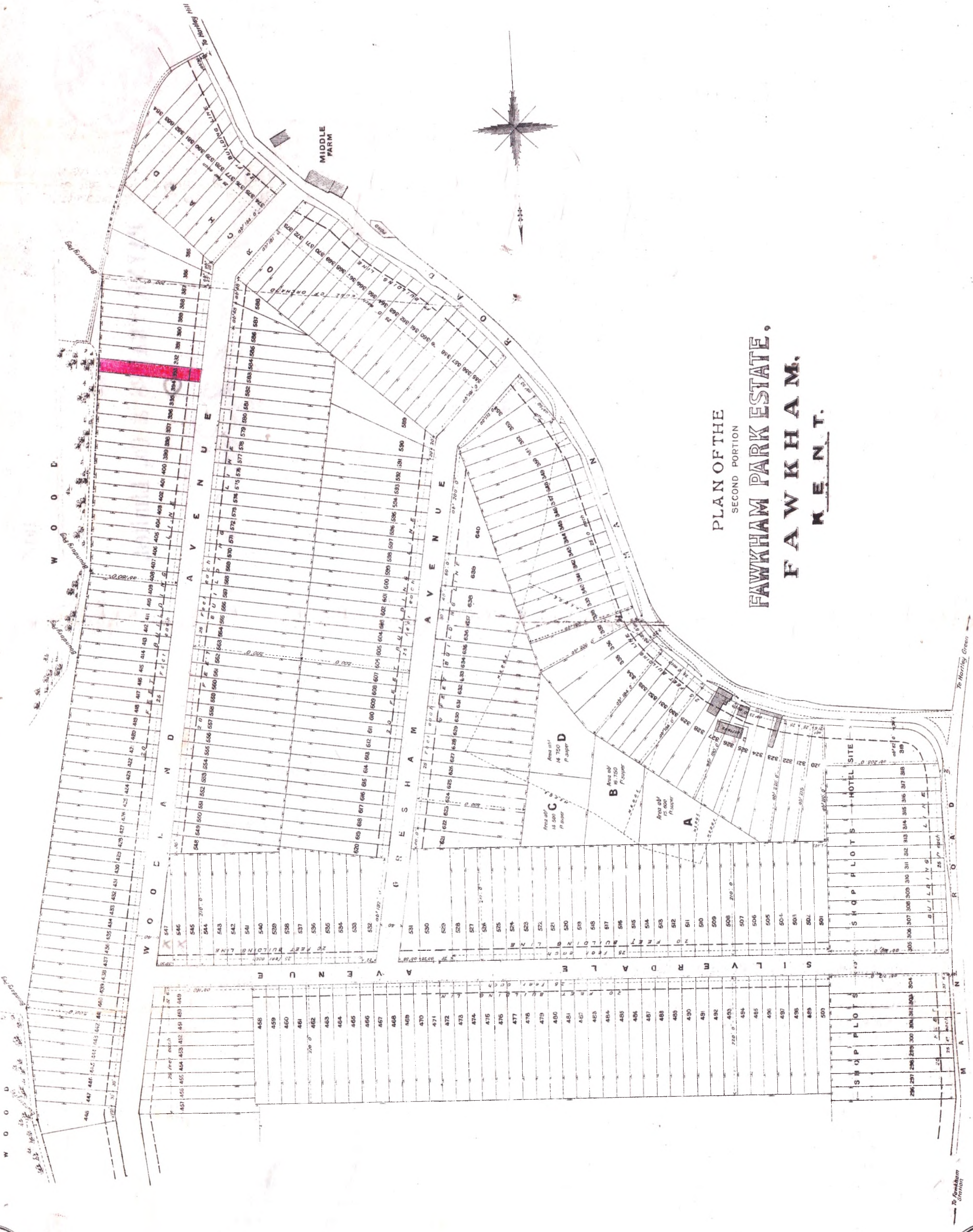
*J C Payne*  
*G Trapps*

} Directors.

*John Charles Payne*  
Secretary.

Signed sealed and delivered by the above-named *Charles H. Hobell* in the presence of *Stoll*

*Charles H. Hobell*



PLAN OF THE  
SECOND PORTION  
**FAWKHAM PARK ESTATE,**  
**KENT.**

To Fawkham Green

To Hartley Green

Dated

3rd March

1917

PAYNE, TRAPPS & Co., Limited,

TO

Mr. C. A. Hobell

## Conveyance

of Plot No. 393

on the

(SECOND PORTION)

FAWKHAM PARK BUILDING ESTATE,  
IN THE PARISH OF HARTLEY, KENT.

PEARCE FOSTER & SMITH,

15, FLEET STREET, E.C. 4.

UPTON PARK, E.