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Adjudication  
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# This Conveyance

is made the *ninth* day of *June* One thousand nine hundred and thirty-nine **Between** THE ABBEY ROAD BUILDING SOCIETY whose place of meeting is at Abbey House 215 Baker Street in the County of London (hereinafter called "the Mortgagees") of the first part FIRST NATIONAL HOUSING TRUST LIMITED whose registered office is at Banner Cross Hall Ecclesall Road South in the City of Sheffield (hereinafter called "the Vendors") of the second part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF CROYDON (hereinafter called "the Corporation") of the third part.

## Whereas :-

(1) By a Legal Charge dated the fourth day of September One thousand nine hundred and thirty-five and made between the Vendors of the first part Henry Boot and Sons Limited and Charles Boot of the second part and the Mortgagees of the third part the Vendors being then seised in fee simple in possession free from incumbrances of the pieces of land hereinafter described charged the same except the piece of land secondly described in the First Schedule hereto (with other property) by way of legal mortgage with the payment to the Mortgagees of the principal sum of Sixty-five Thousand Pounds and interest thereon as therein mentioned.

(2) The Vendors have in consideration of the covenants by the Corporation hereinafter contained agreed to convey the pieces of land hereinafter described to the Corporation in fee simple in possession free from incumbrances in manner hereinafter appearing.

(3) The principal sum of ~~Four Thousand Seven Hundred~~ <sup>Forty seven thousand</sup> Pounds and no more is now owing to the Mortgagees upon the security of the recited Legal Charge all interest thereon having been paid as they hereby acknowledge and being satisfied with the security which will remain after the execution hereof they have agreed to join in these presents in manner hereinafter appearing.

## Now this Deed Witnesseth as follows :-

1. IN pursuance of the said agreement and in consideration of the covenants on the part of the Corporation hereinafter contained the Mortgagees as Mortgagees and by the direction of the Vendors hereby surrender and release and the Vendors as Beneficial Owners hereby convey and confirm unto the Corporation

ALL THOSE pieces of land described in the First Schedule hereto

TO HOLD unto the Corporation in fee simple for the purpose of playing fields recreation grounds and allotment grounds or for



the purposes of baths public libraries or other public purposes (but not including housing) which may be approved by the Minister of Health freed and discharged from all principal moneys and interest secured by and from all claims and demands under the recited Legal Charge but subject to the payment to the Vendors of a yearly sum of Five Pounds Three Shillings and One Penny as hereinafter provided as an apportioned part of the tithe redemption annuity charged (inter alia) on the pieces of land hereby conveyed

2. [THE Corporation (to the intent that the covenants hereinafter contained shall bind the pieces of land hereby conveyed into whosoever hands the same may come for the benefit and protection of the adjoining estate of the Vendors) hereby covenant with the Vendors as follows :—

(1) Within four months from the date hereof to erect and for ever after maintain good and sufficient fences surrounding the pieces of land hereby conveyed to the reasonable satisfaction of the Vendors.

(2) Not to use without the consent of the Minister of Health all or any part of the said pieces of land for any purposes whatsoever save those specified herein as being the purposes for which the said pieces of land are hereby respectively acquired

(3) Not to erect put up or cause to be erected or put up any building or erection whatsoever on the said pieces of land without first submitting the plans and specifications thereof in duplicate to the Vendors and obtaining their written consent and approval thereto other than buildings or erections necessary or desirable for the use of the said pieces of land for the purposes aforesaid.

(4) Not to carry on or suffer to be carried on upon any portion of the said pieces of land or in any buildings erected or to be erected thereon the trade or business of a licensed victualler or retailer of beer wines or spirits or allow the same to be used as a club where alcoholic liquors are consumed or for any other purpose that may require a license for the sale of alcoholic liquors but this covenant shall not extend to any building erected by the Corporation on any of the pieces of land hereby conveyed which may be used for the purpose of open spaces or recreation grounds so as to prevent any pavilion or club house hereafter built thereon being registered as a club by any club authorised by the Corporation to play any game on the said open spaces or recreation grounds and in connection therewith to use any such pavilion or club house or to prevent the members of any such club from consuming alcoholic liquors on such premises Provided that in the event of the Corporation selling or disposing of any of the said pieces of land the Corporation will insert the said covenant in the conveyance or other disposition of the said land. } B

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3. [IT IS HEREBY AGREED AND DECLARED that the Corporation shall not be entitled to any right of light or air in respect of the said pieces of land over any adjoining land belonging to the Vendors. ID

4. THE Corporation hereby covenants with the Vendors to pay to the Vendors the yearly sum of Five Pounds Three Shillings and One Penny as an apportioned part of the tithe redemption annuities affecting (inter alia) the pieces of land hereby conveyed until such time as such tithe redemption annuities shall be apportioned in accordance with the Tithe Act 1936 as between the pieces of land hereby conveyed and the other property upon which the same are charged respectively.

5. THE Vendors for themselves and their successors in title hereby covenant with the Corporation and its successors in title that the Vendors and their successors in title will hereafter pay all sums that may from time to time become due and payable in respect of such tithe redemption annuity so far as the same relates to the remaining land belonging to the Vendors charged therewith until the said tithe redemption annuity shall be legally apportioned as aforesaid or redeemed and will at all times hereafter keep the Corporation and its successors in title and the pieces of land hereby conveyed fully and effectually indemnified from and against the non-payment of the said tithe redemption annuities or of any part thereof.

6. THE Mortgagees hereby acknowledge the right of the Corporation to the production and delivery of copies of the documents mentioned in the Second Schedule hereto.

7. THE Vendors hereby covenant with the Corporation that as soon as the documents mentioned in the said Second Schedule or any of them shall come into the custody of the Vendors or the persons deriving title under them by reason of the satisfaction of the said mortgage debt or otherwise they will at the request and cost of the Corporation or the persons deriving title under it give to it or them a statutory undertaking for their safe custody and that after the said documents or any of them shall have so come into custody as aforesaid and until such undertaking as aforesaid shall be given the Vendors and the persons deriving title under them shall be subject to the same obligations in all respects as if such undertaking had been given while the said documents were in their custody.

The FIRST SCHEDULE before referred to:—

FIRST ALL THAT piece or parcel of land situate at Addington in the County Borough of Croydon and having frontages to two roads known as Overbury Crescent and Brandon Road and containing an area of 11.1 acres or thereabouts and which said piece of land is more particularly delineated on the plan hereto annexed and thereon numbered 1 and coloured green.

SECONDLY ALL THAT piece or parcel of land situate at Addington aforesaid and having a frontage to Lodge Lane and containing an area of 0·08 of an acre or thereabouts and numbered 2 and coloured green on the said plan

THIRDLY ALL THAT piece or parcel of land situate at Addington aforesaid and having a frontage to Lodge Lane aforesaid and containing an area of 3·46 acres or thereabouts and numbered 3 and coloured green on the said plan.

FOURTHLY ALL THAT piece or parcel of land situate at Addington aforesaid and having frontages to the three roads known as Lodge Lane Overbury Crescent and Brandon Road aforesaid and containing an area of 6·5 acres or thereabouts and numbered 4 and coloured green on the said plan.

FIFTHLY ALL THAT piece or parcel of land situate at Addington aforesaid at the junction of Lodge Lane and Salcot Crescent and containing an area of 0·13 of an acre or thereabouts and numbered 5 and coloured green on the said plan.

SIXTHLY ALL THAT piece or parcel of land situate at Addington aforesaid lying between Lodge Lane aforesaid and a road known as Cavendish Green and containing an area of 0·37 of an acre or thereabouts and numbered 6 and coloured green on the said plan.

SEVENTHLY ALL THAT piece or parcel of land situate at Addington aforesaid at the junction of Lodge Lane and Salcot Crescent aforesaid and containing an area of 0·10 of an acre or thereabouts and numbered 7 and coloured green on the said plan.

EIGHTHLY ALL THAT piece or parcel of land situate at Addington aforesaid lying in the rear of Ownsted Hill Salcot Crescent Ightham Hill and Queen Elizabeth's Drive and containing 0·77 of an acre or thereabouts and numbered 8 and coloured green on the said plan TOGETHER with a right of way for the Corporation for all purposes in common with all others duly authorised to go pass and repass over and along the strip of land coloured brown on the said plan leading from Ownsted Hill to the said piece of land numbered 8 on the said plan

NINTHLY ALL THAT piece or parcel of land situate at Addington aforesaid lying in the rear of Ownsted Hill Salcot Crescent Gascoigne Road and Walsingham Road containing an area of 1·08 acres or thereabouts and numbered 9 and coloured green on the said plan TOGETHER with a right of way for the Corporation for all purposes in common with all others duly authorised to go pass or repass over and along the two strips of land coloured brown on the said plan leading from Salcot Crescent and Ownsted Hill aforesaid to the said piece of land numbered 9 on the said plan.

TENTHLY TOGETHER ALSO (as to the whole of the land hereby conveyed) with a right of way for the Corporation for all purposes over the sites of the streets upon which the said pieces of

land front abut or adjoin or from which access to the said pieces of land is derived and also over the new streets now constructed or hereafter to be constructed by the Vendors on their Addington Estate.

The SECOND SCHEDULE before referred to:—

26th September 1919.—CONVEYANCE: Sir Henry Arthur Farnaby Lennard (1) Charles William Morland The Reverend Harry Bertie Roberts and The Right Honourable Aretas Akers Douglas Viscount Chilston (2) Charles Umfreville Fisher (3).

27th September 1919.—MORTGAGE: Said Charles Umfreville Fisher (1) said Charles William Morland The Reverend Harry Bertie Roberts and The Right Honourable Aretas Akers Douglas Viscount Chilston (2).

3rd June 1929.—STATUTORY RECEIPT (endorsed on Mortgage).

31st January 1935.—CONVEYANCE: Said Charles Umfreville Fisher (1) the Vendors (2).

4th September 1935.—THE before recited Legal Charge of this date.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of The Abbey Road Building Society was hereto affixed in the presence of

*M. Thumby*

Clerk to Messrs. T. F. Peacock & Co.,  
Solicitors,

Abbey House,  
215, Baker Street, N.W.1.



*J. H. Robertson*

The Common Seal of First National Housing Trust Limited was hereunto affixed in the presence of

*George Crackel* Director.

*Clarence C. Cooper* Secretary.



The Common Seal of The Mayor  
Aldermen and Burgesses of the  
Borough of Croydon was affixed hereto  
by Order of the Council



*E C Stuart Baker* Mayor.

*E. Tabernet* Town Clerk.

Seal Register No. 8352

*Certified a true copy*

*E. Tabernet*

*Town Clerk*

*Croydon*

Dated 9<sup>th</sup> June 1939.

54 39252

FIRST NATIONAL HOUSING TRUST  
LIMITED and its Mortgagees

— TO —

THE CORPORATION OF CROYDON.

*Certified Copy*

# Conveyance

— OF —

land at Addington, in the County Borough of  
Croydon.

(Open Spaces etc.)

H.M. LAND REGISTRY  
18 OCT 1939  
RECEIVED

G R  
H.M. LAND REGISTRY,  
LONDON, W. C. 2.  
FREEHOLD TITLE REGISTERED  
TITLE NUMBER SY 39252

# ADDINGTON LODGE ESTATE DEVELOPMENT PLAN

THREECORNER GROVE

FEATHERBED LANE

GUSHYBANK SHAW

RECREATION GROUND

SCHOOL SITE

Addington Lodge

H.M. LAND REGISTRY  
TITLE No. S139252  
PHOTOGRAPHIC COPY  
(Scale to fit on A4 sheet)  
of PLAN to C/14/1954  
dated 9.6.1954

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