



Homes
England

Date: 12 November 2020

Our Ref: RFI3176

Tel: 0300 1234 500

Email: infogov@homesengland.gov.uk

Making homes happen

██████████
By Email Only

Windsor House
Homes England – 6th Floor
50 Victoria Street
London
SW1H 0TL

Dear ██████████

RE: Request for Information – RFI3176

Thank you for your request for information which we have processed in accordance with the under the Environmental Information Regulations 2004 (EIR).

You requested the following information:

- 1) *Can you please provide a copy of the 1954 conveyance for the property known as Kinderhaven, at Gardiners Close, Basildon, Essex that comprises title number EX38760.*
- 2) *Can you please provide a copy of conveyances that comprise the title for the Basildon Rifle Club and the land adjacent to the west, towards the tractor plant at Gardiners Close, Basildon, Essex that make up title number EX703868.*

Response

Regarding the first point of your request we can confirm that Homes England does not a hold copy of a conveyance dated 1954 (Title EX38760).

In order to conclude that the information is not held, we have searched with our Records team who would have been able to locate the information if it were held.

In accordance with Regulation 12(4)(a) a public authority may refuse a request to the extent that a public authority is not required to disclose information that it does not hold at the time the request is made.

The full text of Regulation 12(4)(a) can be found here:

<https://www.legislation.gov.uk/ukxi/2004/3391/regulation/12/made>

We have reviewed the official title for EX38760 and have carried out searches and we can inform you that there is one conveyance dated 25 June 1898 detailed within the official title.

Furthermore, we can confirm that Homes England does hold a copy of the conveyance dated 25 June 1898, for assistance and as a discretionary disclosure this conveyance is enclosed to this response and labelled Annex A.

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Regarding the second point of your request we have carried out searches and we believe that there are three conveyances for Title EX703868, these conveyances are listed below for ease;

- 1) A Conveyance dated 15 August 1895
- 2) A Conveyance dated 27 January 1898
- 3) A Conveyance dated 13 December 1898

The conveyances dated 27 January 1898 and 13 December 1898 are readily available and easily accessible for download for the Land Registry.

We therefore rely on Regulation 6(1)(b) of the EIR to withhold this information from disclosure as the information is already publicly available and easily accessible to you (the Requestor) in another form and format.

The full text of Regulation 6(1)(b) can be found on the following link;

<https://www.legislation.gov.uk/uksi/2004/3391/regulation/6/made>

Copies can be downloaded, for a very small fee from the following link;

<https://www.gov.uk/get-information-about-property-and-land/copies-of-deeds>

To locate the conveyances, you will need the Title number, which is EX703868. The two conveyances will then show as an option to obtain.

We can confirm that Homes England does not hold a copy of the conveyance dated 15 August 1895.

In order to conclude that the information is not held, we have searched with our Records team who would have been able to locate the information if it were held.

In accordance with Regulation 12(4)(a) a public authority may refuse a request to the extent that a public authority is not required to disclose information that it does not hold at the time the request is made.

The full text of Regulation 12(4)(a) can be found here:

<https://www.legislation.gov.uk/uksi/2004/3391/regulation/12/made>

Right to Appeal

If you are not happy with the information that has been provided or the way in which your request has been handled you may request an internal review by writing to;

The Information Governance Team
Homes England – 6th Floor
Windsor House
50 Victoria Street
London
SW1H 0TL

Or by email to infogov@homesengland.gov.uk



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You may also complain to the Information Commissioner Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.

The Information Commissioner's details can be found via the following link;

<https://ico.org.uk/>

Please be aware, Homes England has the right to refuse requests which are deemed to be vexatious, for example a request that is identical or similar from another request received from someone that appears to be acting together, in accordance with Regulation 12(4)(b) of the EIR. Under this Regulation we may also refuse to comply with a request that would be too burdensome to deal with, we are able to aggregate requests from the same person, or from different people who appear to be acting together.

Further guidance can be found on the ICO website (see the link above).

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

The Information Governance Team

For Homes England

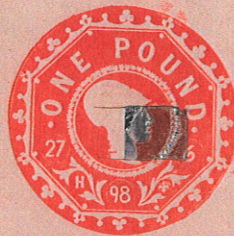
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Dated 25th June 1898.

Miss S. J. Robinson
to
Mr Cecil H. Moore

Conveyance
of two acres of freehold
land and the messuage
thereon known as "Grove
Cottage" situate at Basildon
in the County of Essex. —

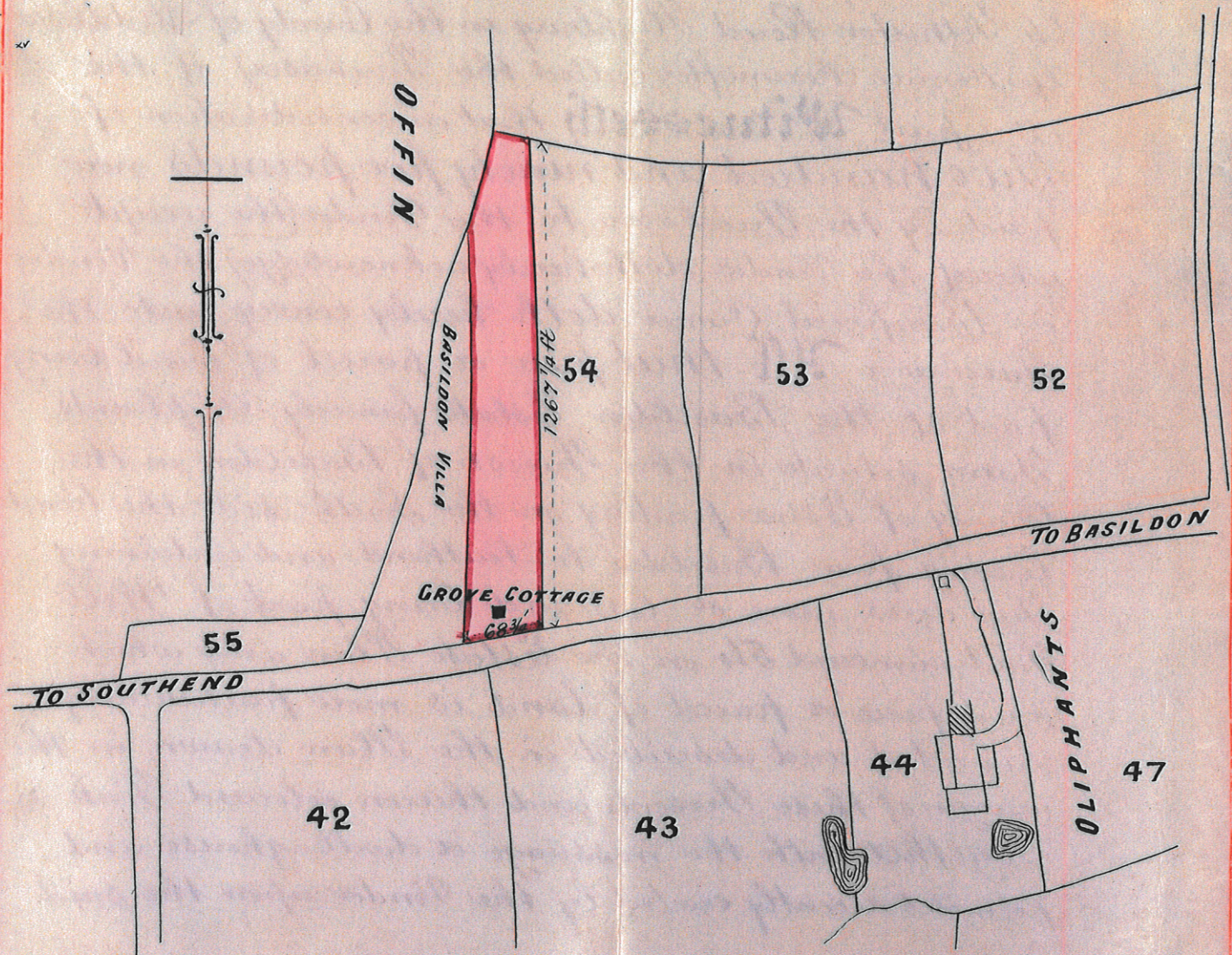
71-10-0
a



This Indenture made the Twenty fifth
day of June One
thousand eight hundred and ninety eight **Between**
Sarah Jane Robinson formerly of 9 Maley
Avenue Dulwich in the County of Surrey but now of
"Lankerton" 31 Palace Road Fulse Hill in the
same County Spinster (hereinafter called the Vendor)
of the one part and Cecil Henry Moore of
24 Petherton Road Highbury in the County of Middlesex
Gentleman (hereinafter called the Purchaser) of the
other part **Witnesseth** that in consideration of
Two hundred and ninety five pounds now
paid by the Purchaser to the Vendor (the receipt
whereof the Vendor doth hereby acknowledge) the Vendor
as Beneficial Owner doth hereby convey unto the
Purchaser **All** that piece or parcel of land being
part of the Basildon Estate formerly Cliphants
Farm situate in the Parish of Basildon in the
County of Essex fronting on the South side the Road
leading from Basildon to Southend and containing
Two acres more or less and being part of "Well
Field" numbered 54 on the Estate Plan and which
said piece or parcel of land is more particularly
delineated and described in the Plan drawn in the
margin of these Presents and therein coloured Pink
Together with the messuage or dwellinghouse and
premises recently erected by the Vendor upon the said



piece or parcel of land and known or intended to be known as Grove Cottage To hold the same unto and to the use of the Purchaser his heirs and assigns for ever And the Vendor doth hereby acknowledge the right of the Purchaser to production of the documents of title mentioned in the First Schedule hereto



and to delivery of copies thereof and doth hereby
undertake for the safe custody thereof **And**
whereas the piece or parcel of land hereby conveyed
was sold to the Purchaser subject to the stipulations
specified in the Second Schedule hereto **Now** therefore
the Purchaser as to the piece or parcel of land hereby
conveyed doth hereby for himself his heirs executors or
administrators and assigns covenant with the Vendor and
also with the owners or owner of any other land to which
the benefit of the said stipulations is attached that he
the Purchaser and every person deriving title under him
will henceforth perform and comply with the said
stipulations so far as the same relate to the piece or
parcel of land hereby conveyed but this covenant shall
not be held personally binding on the Purchaser or on any
other person or persons except in respect of breaches committed
or continuing during his or their joint or sole seizin of
or title to the said piece or parcel of land **In witness**
whereof the said parties to these Presents have hereunto
set their hands and seals the day and year first above written

The First Schedule above referred to

31st December 1883

Indenture of Mortgage made between
Henry Edmonstone Medlicott and Joseph
Jackson of the one part and The Reverend
Henry Arnold Olivier the Reverend Dacres
Olivier, John Tanner and William Pierce

- Hayward of the other part
- 4th September 1893 Indenture of Conveyance made between the said Henry Arnold ^{Olivier} Duques Olivier John Tanner and William Pierce Hayward of the one part and the said Sarah Jane Robinson of the other part
- 4th September 1893 Indenture of Mortgage made between the said Sarah Jane Robinson of the one part and Edward Westby Nunn of the other part
- 31st October 1894 Indenture of Reconveyance (endorsed on last mentioned Indenture) made between the said Edward Westby Nunn of the one part and the said Sarah Jane Robinson of the other part.

cc [The Second Schedule above referred to

1. The building line shall be thirty feet from the Road on which the land fronts and no future building shall project beyond such line
2. No trade other than a Market Gardener Seedsman Nurserman Florist Poultry or General Stock Farmer shall be carried on on any part of the Estate without the previous consent in writing of the Vendor her heirs & executors administrators or assigns
3. The Purchaser shall forthwith erect and afterwards maintain a suitable boundary fence or hedge on the West side of the said piece or parcel of land hereby conveyed such fence or hedge shall not be less than four feet in

height and shall be sufficiently strong to resist cattle
No barbed wire shall be used for boundary fences

4. No dwellinghouse shall be erected of less value than One hundred and fifty pounds on land fronting a main road or less than One hundred pounds on any other portion of the Estate. The value of a house is the amount of its net cost in materials and labour of construction only estimated at the lowest current prices

5. The Purchaser shall keep all ditches (if any) existing on his land clean and in good order and allow water to freely pass along the same and shall construct all necessary and proper drains and sewers through his land which may be found necessary for the general benefit of the Estate and the Purchaser shall thereafter maintain and cleanse such drains and sewers where passing through his land and allow the free passage and running of water and soil through the same

6. No caravan house on wheels or other moveable dwelling booth show roundabout or swing shall be allowed to stand or remain on any part of the Estate.

7. Until the tithe rent charge is apportioned the Vendor her heirs executors administrators or assigns will discharge the whole and the Purchaser shall annually repay to her or them on demand the sum of Five shillings and sixpence per acre being the Purchaser's agreed proportion thereof. If unpaid after fourteen days notice in writing to the Purchaser the Vendor may without prejudice to any other means of

recovery thereof distress for the same as rent in arrears
8. The Purchaser shall make and thereafter keep in good
repair the footpath and half the width of the road
adjoining his land until the same are taken to by the
Parish or other Local Authority.

Signed Sealed and Delivered
by the above named Sarah
Jane Robinson in the presence of
Walter Rutter
Land agent
5 New Bridge St. &c

Sarah Jane Robinson



E. H. Moore.



Signed Sealed and Delivered
by the above named Cecil
Henry Moore in the presence of

Wm. H. Brown
Solicitor
Grays Inn