

LOT 5.

An Attractive Small Residential Property

Known as

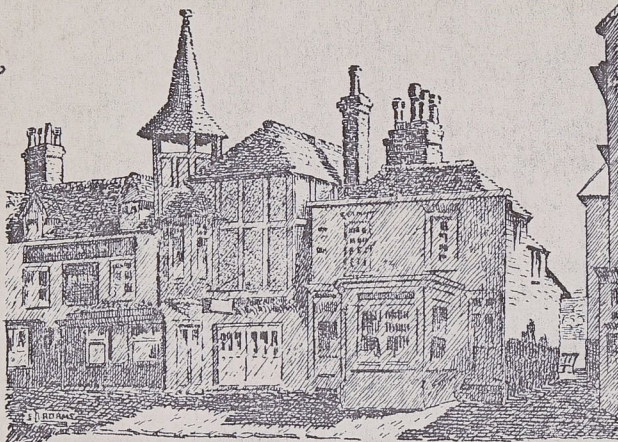
"SHORNCLIFFE LODGE,"

occupying a very select and quiet position on the Undercliff Road, overlooking the beautifully wooded slopes of Undercliff Hill on the North, with its private grounds on the South, and commanding delightful views of the sea. The residence is substantially built of brick faced with cement and having painted exterior and slate roof, and stands on a subsoil of rock and sand about 100 feet above the level of the sea.



"SHORNCLIFFE LODGE." THE NORTHERN FRONT.
From a View taken in the Winter.

It is entered from the North beneath a porch having glazed loophole windows, and contains:
ON THE GROUND FLOOR—**VESTIBULE** having tiled floor; **STAIRCASE HALL**, measuring about 11 feet 6 inches square, and heated by a radiator placed in an ornamental iron enclosure with veined marble top; **LIBRARY** (North) about 15 feet 3 inches by 14 feet 6 inches, having appropriate mantel, moulded cornice, and being wired for a telephone installation; **DOUBLE DRAWING ROOM** (South), the two rooms being separated by sliding doors and measuring respectively about 21 feet 6 inches by 16 feet 9 inches, exclusive of bay, and 21 feet 6 inches by 15 feet 3 inches, also including the bay. They together form a fine apartment about 37 feet long and varying in width from 16 feet 9 inches to 15 feet 3 inches, each of



THE SANDGATE SOCIETY

*Affiliated to:—
Kent Federation of Amenity Societies
Committee for the Preservation of Rural Kent
The Civic Trust*

Hon. Treasurer

Chairman

Hon. Secretary

23rd August, 1974.

INFORMATION SHEET

RELATIVE TO

SHORNCLIFFE LODGE, THE UNDERCLIFF ESTATE, SANDGATE.

An application to demolish Shorncliffe Lodge and to build on the site a substantially larger building, a Block of sixteen Flats and twenty two Garages, has been submitted to Shepway District Council.

This Information Sheet is issued to alert, and supply relevant details to the residents of Sandgate and Shepway and to members of the Plans Sub-Committee, many of whom are not familiar with the area, but are now required to make decisions on this application.

Identification

Shorncliffe Lodge is situated on the high ground to the North of Sandgate and is approached by the narrow winding steep road known as Undercliff. It can be seen from the Promenade as a large grey building high above Sandgate in a prominent and dominating position over the Village.

History and Architecture

Shorncliffe Lodge was built in the 1840's and its construction is of traditional brick and timber with a slated roof.

Continued

Cont'd.

It has been described by an Inspector of the Department of the Environment as follows :-

"A Mid C19 house in a whimsical Gothic style reminiscent of the Regency period. Irregular plan. The front elevation is 2 to 3 storeys and basement stuccoed. Central pedimented gable with pierced bargeboards. Lancet leaded windows with dripmoulding; 2nd floor windows have foliated corbels, 1st floor windows have 8 corbels in the shape of assorted Mediaeval heads. Square porch with round-headed arch and double lancet windows on the sides. To the left of the gabled portion is a part sub-divided now known as "The Keyes" with a doorcase having trefoiled heads. The portion to the right is known as "Woodside" and has 2 storey extension to its extreme right. The garden elevation has a central pierced gable. Coved eaves cornice and string course. Mainly casement windows on the left hand portion having balconettes on the 2nd floor and with dripmoulding to the right hand portion. Two three light bays in the ground floor and central three light curved bow to 1st floor with 3 Gothic pointed lights and balcony with band of quatrefoils. This is supported on 4 square columns decorated with trefoiled panels and fan tracery above. Triple trefoiled leaded lights to French windows behind. Later glass conservatory. The garden elevation dominates the hills above Sandgate and is partly listed for this reason".

The garden and grounds slope down very steeply towards Sandgate High Street and there are common rights shared with other House Holders over the wooded rise to the North and the carriage way to the South.

During recent years Shorncliffe Lodge has been divided into a number of residences. The Eastern division has been known as "The Keyes", the Western division as "Woodside" and the central portion continued to be known as Shorncliffe Lodge and subdivided into Flats.

In 1970 an Outline Planning Application was made for developing the site with sixteen Flats and this was granted despite local objections. The Sandgate Society believes that land was included within the application which was not in the sole ownership of the applicant and notices were not served upon the other adjoining owners.

The Outline Planning Consent was made subject to a number of conditions relative to siting, design, soil testing and stabilisation. The site is within the 1827 landslip area which extends from Endcombe House to Gough Road.

Applications for extensions of the Planning Consent were made in May, 1972 and May, 1974, and granted in spite of repeated objections by the Sandgate Society, Local Residents and the House Holders of the Undercliff Estate.

Continued

Cont'd.

Soil tests and site investigations were carried out in June, 1973, and a Report submitted to the Local Authority the decision on which has not been made available.

Meanwhile the building was neglected and residents encouraged to leave. The last resident left in November, 1973.

In 1972, two areas in Sandgate were designated Conservation Areas. Shorncliffe Lodge is in one of these areas and the planning legislation relative to Conservation Areas applies to Shorncliffe Lodge. A tree preservation order has also been placed on the Undercliff. An Inspector of the Department of the Environment visited Shorncliffe Lodge in April, 1974, and the building was listed Grade II on the 17th April, 1974, and the appropriate notices served on the same date.

Up to this time the building was intact and in good structural condition.

During the following week, Monday 22nd to Friday 26th April, 1974, and subsequently, extensive damage was carried out to the building by the Developers. The results of their actions can now be seen. For example the roof has been almost completely stripped of lead and slates, windows have been smashed, the Conservatory has been bull-dozed down, decorative corbels have been chopped off, cast iron balcony railings have been smashed, internal fittings have been torn away and removed.

This destruction has allowed wind, rain and weather to cause further damage to the interior. Ceilings have collapsed, timberwork in floors and doors has been ruined and the general appearance is one of desolation.

It is an offence to demolish or alter a listed building without Listed Building Consent.

The structure of the building remains sound and the building is capable of restoration. The Sandgate Society opposes the application for demolition of Shorncliffe Lodge, and appeals to the Shepway District Council to order the owner to preserve and restore this listed building, as provided for in the Town and Country Planning Act for 1962 Section 30 to 33, and the Town and Country Planning Acts 1968 Part 5.

The Sandgate Society

23rd August, 1974.

UNDERCLIFFE ESTATE

Shorndcliffe Lodge

This Indenture

W. K. BERT & SON,
— LAW STATIONERS, &c. —
13, PORTUGAL STREET,
LINCOLN'S INN, W.C.

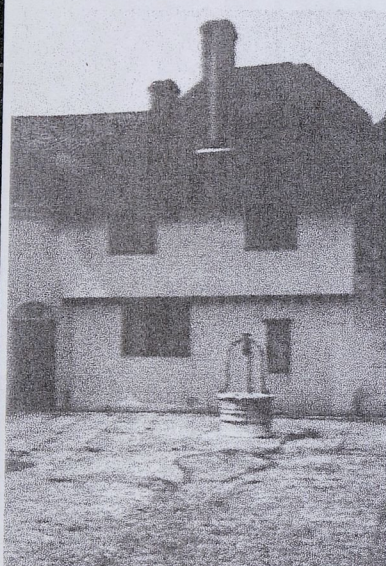
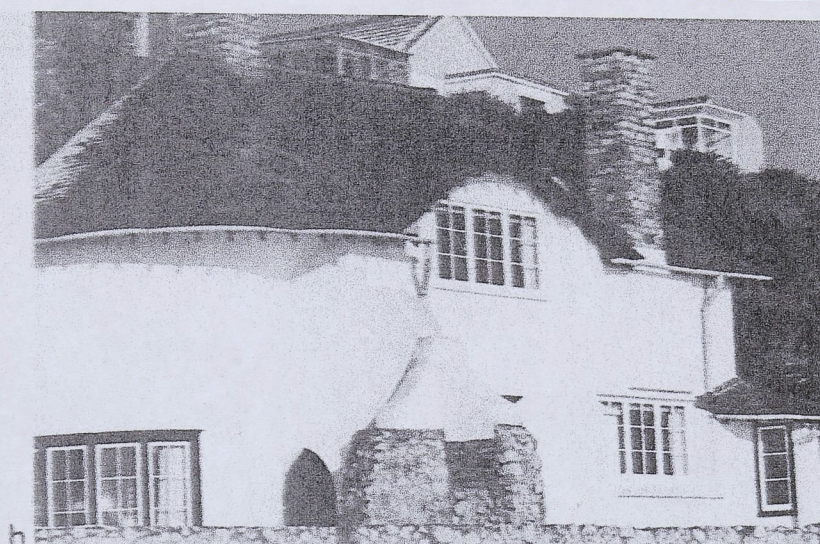
made the Twenty eighth
day of September One
thousand eight hundred

and ninety nine **Between** The Right Honorable
Elizabeth Mary Countess of Whichester hereinafter called
the Lessor of the one part and Sir Edward Albert a
Baronet of 25 Park Lane London Baronet M.P. hereinafter
called the Lessee of the other part **Witnesseth** that in
consideration of the rent hereinafter reserved and of the
Lessee's covenants hereinafter contained The Lessor hereby demises
unto the Lessee **All** that messuage tenement or dwelling
house situate and being at Sandgate in the County of Kent
commonly called or known by the name of Thorncliffe Lodge
and also all the stables outbuildings yards lawns lawn tennis
ground plantations gardens and pleasure grounds thereto
belonging. All which said hereditaments and premises contain
by admeasurement three acres little more or less and are
delimited on the plan hereto annexed and thereon colored pink
except such small strip at the northern boundary thereof as
is the property of the War Department of Her Majesty's Government
and which strip of land is marked off by the boundary stones of the War Department
together with the use and enjoyment in common with the
other leaseholders of the Undercliffe Estate of the roads walks
and plantations colored Brown and Green on the said Plan
To hold the same unto the Lessee for the term of **SEVEN**
YEARS from the twenty ninth day of September One thousand
eight hundred and ninety nine **Shelving and Paying**
during the said term the yearly rent of **Three hundred**
pounds by two equal half yearly payments on the twenty
fifth day of March and the twenty ninth day of September
in every year the first payment to be made on the twenty
fifth day of March next **And also** **Yielding and**
Paying to the Lessor such reasonable sums as the Lessor
may from time to time be called upon to pay for repairing
and keeping in order the roads walks lawns and plantations
which are used and held in common by the Household-ers
on the Undercliffe Estate such sums to become due
and payable on the quarter days next after the day
on which the same are paid by the Lessor **And also**
Yielding and Paying yearly during the said term
such further and other reasonable sum or sums of money

Lessor by the Lessee the Lessor shall not unreasonably withhold her License to assign or underlet the said premises
Provided always And it is hereby declared that if the said rent or any part thereof shall respectively be in arrears for the space of twenty one days next after any of the days whereon the same ought to be paid as aforesaid - whether the same shall or shall not have been legally demanded or if there shall be any breach or nonobservance of any of the Lessee's covenants hereinbefore contained then and in any of the said cases it shall be lawful for the Lessor at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in her former estate **And** the Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions hereinbefore contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demised during the said term without any lawful interruption from or by the Lessor or any person rightfully claiming by or under her And that so long as the strip of land at the Northern boundary of the land delineated on the said plan which is excepted from this demise shall be held by the Lessor as tenant thereof the Lessee during the continuance of this demise shall have the right to use and occupy the same as if the same were part of the lands hereby demised and will pay to the Lessee the sum of One hundred pounds so soon as he shall have bona fide expended that amount in putting the premises in a good and proper state of repair in pursuance of his ^{to that effect hereinbefore contained} covenant **And** further that the Lessor will during the continuance of the term hereby granted insure and keep insured the premises hereby demised against loss or damage by fire in the sum of Two thousand five hundred pounds at the least and will cause all moneys received in respect of such Insurance to be forthwith laid out in reinstating the premises **And it is hereby declared** that all rights and obligations of the Lessor and Lessee

Signed, Sealed
by the above named
Albert Sassoon

J. C. Duns



*Endgate Society
photo album
A Village lost 2*

a: Ridge House and South Lodge, the Undercliff

b: Bybrook House, 18th C. situated up Undercliff

c and e: The Keyes and ~~Shorncliffe~~ Lodge. Originally one residence, and a fine example of neo-Gothic style c.1851 (Architect, Gotts of Dover) with many narrow perpendicular windows and doorways. Gothic collonades also adorn the interior corridors. Sir Edward Sassoon 2nd.Bt. made this his constituency residence when he became Unionist M.P. in 1899 for the district. Planning permission to demolish this residence and build flats has been applied for.

d: Looking across Bybrook field to Star and Garter Home

f: Wyndham Cottage and West Lawn, Prospect Road

g: The loggia, Encombe House designed by Basil Ionides for Mrs. Phillipson. The terrace has dropped 2' 6" in the last 5 years because of earth movement and neglect of the Land Drain laid in 1893 after the Landslip, at public expense.

h: The Lodge at foot of Encombe carriageway

i: Inner courtyard to main entrance of Encombe House

MISSION ON ENCOMBE ESTATE

ate of the former Water Gardens, a most functional means of channelling off the waters not collected by the, now neglected. During development operations the Water (on Ordnance Survey maps) were entirely bulldozing and earth tipping. The subsoil saturated with water which in its turn runs side and has undermined and caused structural es on the main trunk road. The Halcrow 67 and 1969 commissioned by the Borough totally ignored this most embarrassing fact, ter Gardens are clearly designated on the rey maps.



LAND ADJOINING SOUTH LODGE,
THE UNDERCLIFF, SANDGATE.
Planning Application

(From Folkestone
 Borough Council
 Minutes)

SEE 146
 (T)

16.9.70
 F.253

Town Planning-19th August, 1970. 61/140c.

Outline permission granted.

Land adjoining South Lodge, The Undercliff -

Erection of detached dwelling for Mr.B.S.Latham subject to the following conditions:-

- (i) the siting, design...
- (ii) the applicant shall obtain a written report from such specialist soil consultants as may be agreed with the Council, or, in default of agreement, as may be determined by the Minister of Housing and Local Government, advising on the suitability or otherwise of the site for the proposed development and, if such consultants consider the site suitable therefore, the works (if any) necessary for ~~the~~ reinforcing the foundations of and strengthening the proposed buildings and such other works (including works of drainage) as may be necessary in relation to the site and the adjacent roads, lands, buildings including those in the Undercliff, the Crescent, Gough Road and Sandgate High Street, and the drains, sewers and other services in connection therewith (subsequently referred to as "the adjacent properties") as may be essential to ensure respectively
 - (a) the stability of the buildings, roads and services proposed to be erected, constructed and laid on the site and
 - (b) the continued stability of and prevention of any damage to the adjacent property; and shall on receipt of such report submit the same to the Council for their consideration;
- (iii) the applicants shall carry out such work.....
- (iv) an area...car parking spaces.

the reasons for the above additional conditions are as follows:-

- (1) As no such details...
- (2) To ensure that the best specialist advice is secured on the soil conditions existing on the site, the possibility of soil movement, the suitability of the site for the development proposed and (should the site be suitable for such development) the precautions necessary to ensure the stability of the proposed buildings, roads and services, and the works necessary to ensure that the adjoining property is not injuriously affected in any manner as a result of the development of the site;
- (3) To ensure the permanent stability of the proposed buildings, works and services on the site and that no damage thereto or to the adjoining property shall occur as a result of any land movement on the site or the proposed development and...

Councillor Martin voted against.

SITE OF SHORNCLIFFE LODGE,
THE UNDERCLIFF, SANDGATE.
Planning Application

16.9.70
 F.254

Town Planning-19th August, 1970. 70/161.

Outline permission granted. 4 storey block of 16 flats.

Includes identical stipulations regarding earth movement, stability, Crescent, Undercliff, Sandgate High Street and Gough Road as above.

*See also Mins 130-
 F.20*

SANDGATE SOCIETY

NOTE on Planning Application No.CH/3/72/202-
Erection terrace 10 three-storey houses
Wilberforce Road, Sandgate.

On enquiry the Society was informed that the proposed site was that known as New Garages or Ludlow's Garages lying on the north side of Hillside. The Society therefore takes it that this is the area marked "Ruin" on the 1957 Ordnance Survey, Grid Reference TR 2035 SW 2008 3516.

Known facts likely to bear on the question of the stability of this area are as follows:-

- (1) R.M.Jenner, assistant engineer to the Local Board in 1893 stated that the first shock of the 1893 slip was felt behind Spring House (roughly the site of 162, Sandgate High Street now).
- (2) The 1893 landslide photographs show that Barton Cottage, the site of which now forms the eastern end of the New Garages enclosed yard and its north and south blocks of garages, were at the time showing very severe signs of earth movement, as also were the cottages forming a line running north and south behind Barton Cottage across the yard. Remains of old walls were, it would appear, used to support the concrete decking of the yard.
- (3) The main crack of the 1893 slip crossed the yard with a branch crack running east to the back of Garden Cottages. Latham's drain was laid close to this crack and its branch and from Manhole E ran down Wilberforce Road and under the Coastguard Cottages to the sea. At the junction with the Garden Cottages branch Manhole E was built. It is thought this must lie under the hollow eastern end of the concrete decking of the yard. There are clear indications of subsidence along the same line since 1966. In recent years (1935?) an attempt was made to sink a well shaft behind the yard which was then a laundry. Because of the immense amount of gault this had to be abandoned.
- (4) The houses in the Undercliff, originally six in number, were built about 1850. In 1862 James Morris of Encombe bought the most westerly house, which stood where "Tree Tops" now stands. The Ordnance Survey Map of 1872 shows that it had gone by then. It was the largest of the six houses. Morris laid out a rose garden on its site. Between 1872 and 1897 No.2 Undercliff disappeared from the map. The short life of these houses is worthy of comment as they stood only some 400 ft north east of the garages. Half way between the houses and the garages was Encombe Lake (TR 2035 SW 2012 3521). The Porter water colours ^{of 1868} show that this was sausage shaped and that its SW corner was banked up. The maps confirm. The 1897 map shows that this SW corner has been cut off and leads one to enquire whether the banked up portion had collapsed in the 1893 slip. A comparison of the 1872 and the 1897 maps shows that the Encombe-Undercliff link road has developed a most marked kink at a point in front of where No.2 had stood. This may suggest earth movement in the area.
- (5) To the south of the garages severe damage occurred in 1893 on the sites of 160 and 162, Sandgate High Street and out through the line of Coastguard Cottages opposite, bowing the line of buildings. Severe cracking has again occurred here since 1966. It is worthy of note that the Coastguard Cottages were re-built to a different plan in 1893^{now} and are shown on the maps as a straight line but are in fact ^{now} again bowed by some two feet or so out of the straight.

(2)

- (6) Halcrows' letter of 23rd October, 1967 attached to their report of 9th October, 1967 states at paragraph 4:-

The recent movements in Wilberforce Road and Sandgate High Street clearly indicate that parts of the ground are in a delicate state of equilibrium. It is possible therefore that the movement of earth from one point to another caused local changes in this state of equilibrium, and gave rise to ^{local} ground disturbances.....It could be coincidental that the ground movements happened at the same time as the developers' activities, but the evidence points towards a relationship even if it cannot be proved".

The tip, the formation of which by the developers Halcrows are talking about, lies some 200 ft WNW of the garages.

- (7) It will not be disputed that in certain types of ground any increase or decrease in weight on the site especially if sudden and any vibration such as might be caused by excavating machines are liable to render the soil fluid and lead to slips which may affect properties outside the area of operations. (See Halcrows report of 15th January, 1969, page 9, line 4).
- (8) In the same report at page 5 Halcrows state that the slip indicator in Borehole No.2 has produced evidence of possible disturbance at a depth of 84 feet below ground level. This bore hole is some 250 ft from the garages, almost W.
- (9) Clearly in such ground, even if drained, there is much to be said for banning all building except perhaps in single storey Colt methods and only then with the inclusion of provision of means of jacking to correct subsidence.
- (10) It is suggested that concrete rafts will not prevent any building erected on them from tilting and cracking and moving, thus fracturing service mains and there is clearly a likelihood rather than a possibility that the disturbance of erection and/or the weight of buildings erected will lead to slipping under adjacent properties, highways, services etc.
- (11) The least suitable type of building would be an extended terrace of joined houses of undue height in brittle materials of great weight.

6. The above mentioned leases dated respectively the 24th and 25th days of April, 1854, or copies thereof may be inspected at the office of the vendor's solicitors, and the purchaser, whether he inspects the same or not, shall be deemed to have notice of all the contents thereof. The production of the receipt for the last payment of rent shall be conclusive evidence that all the covenants and conditions in the lease have been observed and performed up to the date of completion, or that all breaches (if any) of such covenants and conditions have been waived, and it shall be assumed without proof that the person giving such receipt though not the original lessor is the reversioner expectant on the said leases or his duly authorised agent and the purchaser shall make no requisition as to such reversion. Any expense of furnishing to the reversioner copies of any assignment shall be borne by the purchaser. Every purchaser of any lot or part of a lot which is held under a lease intended to be assigned to such purchaser shall covenant in the deed of assignment to him of such lot to pay, perform and observe, and to indemnify the vendor against the rent and covenants of such lease and the deed of assignment shall be executed by such purchaser prior to its execution by the vendor.

7. No objection shall be made on account of any document executed before the 17th May, 1888, being unstamped or not sufficiently stamped and any such document which a purchaser requires to be stamped or further stamped shall be procured to be so stamped by him and at his expense.

8. No further or other evidence shall be required of the identity of the property or of any lot or lots described in the particulars with the property to which title is shown by the abstract besides such evidence (if any) as may be gathered from the descriptions in the documents abstracted and the vendor shall not be required to distinguish the parts of the property or of any lot held under different titles. No objection or requisition shall be made by reason of any discrepancy between the old and present measurements of any lot.

9. The sale of lot 10 is subject to the right-of-way mentioned in the particulars to be reserved or granted to the purchasers of lots 11 and 12 if sold or if not to the vendor and the sale of lot 13 is subject to the right-of-way mentioned in the particulars to be reserved or granted to the purchaser of lot 12 if sold or if not to the vendor and the conveyances of lots 10 and 13 shall be framed accordingly.

10. If by reason of any notice served, demand, requirement, or order made, or resolution passed by any local or other authority or Court under any statute or otherwise, whether before or after the sale to any purchaser, but before the completion thereof any legal liability, whether present or prospective, shall be or shall have been imposed upon the owner or occupier for the time being of the property sold or any part thereof to execute thereon or on any adjoining land any improvement, repairs, demolitions or other works of any kind, or to pay for or contribute to the cost of any improvement, repairs, demolitions or works, executed, or to be executed on such property or any part thereof, or on such land by such local authority or any other body or person, the purchaser shall take the property sold subject to and shall discharge such liability and shall indemnify the vendor against the same whether any monies to be paid pursuant to such liability shall become actually due and payable or become a charge on the property sold before or after the day fixed for completion of the purchase.

11. Lot 6 and that part of lot 5 which is on the south side of the back occupation road, shewn as "private footway" on the plan accompanying the particulars, are sold subject to a restriction (imposed by the indenture of 1st September, 1862, hereinafter referred to) that no erection or building of any kind whatsoever shall be made or set up upon them. The remainder of lot 5 and the whole of lot 7 are sold subject to a restriction that no house shall be erected thereon inferior in general appearance to the houses erected on the Undercliffe Estate or of a less value than £80 per annum. Under an indenture of conveyance, dated the 1st September, 1862, and made between Robert Benson and William Benson of the one part and the late Hon. Sir John Duncan Bligh of the other part, the said Sir John Duncan Bligh and those claiming under him in respect of lots 5, 6 and 7 are bound to contribute a reasonable and just proportion in common with the occupants of the estate known as the Undercliffe Estate of the expense of maintaining, repairing and keeping in good repair the principal and back occupation roads (shewn as "Undercliffe Road" and "private footway" on the plan accompanying the particulars) such proportion to be ascertained according to the width, length and frontages of the pieces of ground by the said indenture conveyed and also of keeping in good order and cultivation the common lawn and plantation (hatched green on the said plan) and the walks therein and of supplying the same with fresh trees, shrubs and plants and also of repairing, painting and renewing the wood, iron or other rails and fences enclosing such ground and when occasion shall require and of all other incidental expenses incurred with respect to the said ground all matters relating to the said roadway, common lawn and plantation, to be regulated, performed and done by and under the superintendence and direction of a committee of three of the occupiers who are householders on the said Undercliffe Estate, such committee to be chosen by a majority of the occupiers being householders. Lots 5, 6 and 7 shall be conveyed subject to an obligation on the part of the purchaser or purchasers to contribute to such expenses, and the purchaser or purchasers shall enter into proper covenants with the vendor accordingly and for the observance of the restrictions applying to such lots respectively. The said indenture of the 1st September, 1862, may be seen at the office of the vendor's solicitors, and the purchaser, whether he inspects the same or not, shall be deemed to have notice of all the contents thereof.

12.—The land edged brown adjoining part of lot 5 and the land hatched yellow adjoining lot 8 are held from the War office at the rents mentioned in the particulars. Provisional arrangements have been made with the War Office for the grant of Agreements of Tenancy to the Purchasers of the said respective lots (including an agreement in respect of the encroachment made by the North-Eastern corner of the greenhouse belonging to lot 5), and such Purchasers will be at liberty to negotiate with the Division Officer at Shorncliffe for the completion of such agreements. If the Vendor shall, prior to the Sale, have himself entered into any such Agreement, the Purchasers of the respective lots shall accept assignments thereof, and shall indemnify the vendor against the payment of rent and the performance and observance of the Covenants and Conditions of such Agreements.

13. Where the vendor will remain subject after the execution of the conveyance to a purchaser to any obligation or liability in respect of or in relation to the property sold or any incumbrance thereon, the purchaser shall covenant in the deed of conveyance to perform the obligation and keep the vendor indemnified against the liability.

14. As regards every lot in respect of which restrictions or liabilities are by these conditions or the particulars imposed on a purchaser in regard to the erection of buildings, the user of the property or otherwise the assurance of such lot shall contain all such reservations, covenants and provisions as the vendor's counsel shall deem necessary or proper for giving effect to such restrictions and liabilities and ensuring that the obligation thereof shall at all times hereafter devolve with the property sold and be binding on the purchasers and all future owners and occupiers thereof, but such covenants and provisions shall be framed so as not to impose on the respective purchasers and their heirs, executors and administrators respectively, any personal liability after their respective estate or interest in the property shall have ceased or determined.

15. The building and other restrictions imposed upon purchasers shall not be binding on the vendor, and he shall be entitled to vary or alter the same as regards any unsold lot or lots or as regards any lots which may be put up and sold together.

16. The vendor shall be entitled to a duplicate of the conveyance or conveyances of any lot or lots, such duplicate to be prepared and stamped at the expense of the vendor but to be executed by the purchaser free of expense to the vendor. The purchaser shall at the request of the vendor and free of expense produce the original conveyance for the purpose of enabling the vendor to have the duplicate properly stamped.

17. After the sale of all the lots or of all the lots to which any set of documents relates, as the case may be, the purchaser whose purchase money is largest or in case of equality the purchaser of the lot first sold shall be entitled to the custody of such documents in the possession of the vendor as relate to any other lot as well as the lot or lots purchased by that purchaser, but in respect of documents delivered to him which relate to the lot or lots of any other purchaser he shall give to that other purchaser, if he so require, a statutory acknowledgment of his right to production and to delivery of copies thereof, and also a statutory undertaking for safe custody thereof. If any lot be not sold, the vendor may until sale thereof retain all documents relating thereto, and in respect thereof or of any other documents retained he will give to any purchaser who may so require the before-mentioned statutory acknowledgment and undertaking, and every acknowledgment and undertaking given under this condition shall be prepared and approved on behalf of all parties thereto at the expense of the person to whom it is given.

18. The conveyance to each purchaser shall be prepared by him and at his own expense and the engrossment thereof shall be delivered at the offices of the solicitors of the vendor at least 7 days before the date fixed for completion for execution by the vendor and other necessary parties (if any), and the draft of such conveyance for perusal and approval on behalf of the vendor and other necessary parties (if any) shall be left at the said office at least 7 days before delivery of the engrossment.

19. Accounts have been delivered in respect of Estate Duty payable on the property on the occasion of the death, on the 8th December, 1911, of the late Countess of Chichester. The vendor will duly pay such duty and will upon the request of any purchaser apply for a Certificate of Discharge under Section 11 of the Finance Act, 1894, and produce such certificate when obtained to such purchaser, but no objection shall be raised by a purchaser on the ground that such certificate is not obtained prior to the date fixed for completion and a purchaser shall not in any case be entitled to defer completion on the ground of the want of such certificate, and if a purchaser shall not make request for production of such certificate before the date fixed for completion he shall be deemed to have waived the same. A purchaser shall be satisfied with a covenant or undertaking by the vendor to make the payment of such Estate Duty and of the Succession Duty also payable on the same death. A purchaser shall not be entitled to require a separate certificate of discharge of his lot, but shall be satisfied with the production of any Certificate of Discharge so as that the same do include his lot.

20. Completion shall not be delayed on account of the non-payment of Increment Value Duty (if any), but the vendor shall before the date fixed for completion furnish to the Commissioners of Inland Revenue the particulars required by them to enable them to ascertain whether any such duty is payable, to assess the duty (if any) and to issue to the vendor Form Increment Value Duty (G), and on completion the vendor shall hand over the conveyance with the said form to enable the conveyance to be stamped in accordance with sub-section (3) of Section 4 of the Finance (1909-10) Act, 1910. And after completion a purchaser shall if required produce to the Commissioners free of cost any documents which may be handed over to him.

LASTLY. If any purchaser shall neglect or fail to comply with any of the above Conditions his deposit money shall be forfeited to the vendor, who may, with or without notice, re-sell the lot or lots in respect whereof default occurs without previously tendering a conveyance to the defaulter at this sale, and any re-sale may be made by auction or private contract at such time, subject to such conditions and in such manner generally as the vendor may think proper, and if thereby the vendor shall incur a loss by reason of diminution in price or expenses incurred or both, after taking into account the deposit, the defaulter at this sale shall pay to the vendor the amount of such loss as liquidated damages, and on any such re-sale by auction the lot or lots offered for sale may be bought in and all expenses consequent on an unsuccessful attempt to re-sell shall be forthwith paid to the vendor by the defaulter at this sale.

The foregoing is held by the representatives of the late SIR EDWARD ALBERT SASSOON, BART, M.P., on yearly Michaelmas tenancy under the terms, so far as they are applicable, of an expired lease at a rental of **£200 per Annum.**

NOTE.—The above tenancy also includes, so long as the Vendor is able to rent it, a strip of land, the property of the War Department, border coloured *Brown* on the Sale Plan, and situate immediately to the North of the Plantation and Kitchen Garden. This strip embraces an area of about **32 perches**, and is of the estimated and apportioned rental value of **£1 per Annum**, but see Note on next page and Condition No. 12. The occupation of the land is subject to the right given by the War Office to the Sandgate Urban District Council to lay pipes across the same as indicated by the *Dotted Blue* line on the Plan.

The North Eastern corner of the Greenhouse, previously described, stands on land also belonging to the War Department, and for this encroachment on their Property a rental of **£1 per Annum** is paid to the Department, see Condition No. 12; the net rental value of the Property held by the representatives of the late SIR EDWARD SASSOON, and belonging to the Vendor, is thus represented by the sum of

£198 per Annum.

The ownership of "Shorncliffe Lodge" carries with it the benefit of the joint use and enjoyment, in common with the other owners or occupiers of lands forming part of the Undercliff Estate, of the roads, walks, lawns and plantations of the said Estate, subject to the owner of "Shorncliffe Lodge" paying a reasonable and just proportion in common with the other occupants of the Undercliff Estate of the expense of maintaining the said private roads and walks, lawns and plantations and fences thereon. The tenancy of the representatives of the late SIR EDWARD SASSOON includes these benefits and liabilities with the exception of the maintenance of fences.

Also included in the Lot is a very enjoyable **Pleasure and Kitchen Garden**, situate immediately to the South of Shorncliffe Lodge, on the opposite side of the private footway leading from the Undercliff Road to Wilberforce Road. The Garden slopes in terraces to the South with views of the sea, is watered from a small spring and is of a very pretty and diversified character. It is numbered 18F on the Sale Plan, embraces an area of about

0 a. 1 r. 27 p.

and is let to LIONEL KNIGHT RICE, Esq., on lease for twenty-one years from 29th September, 1909, at a rental of

£7 per Annum

the Lessee paying all rates and taxes. The Lease is determinable by the Lessee at the end of the fifth, seventh or fourteenth year.

The private footway above referred to, together with the Shrubbery adjoining, is reserved for the enjoyment of the Lessee of the Garden and of the other tenants on the Undercliff Estate.

SHEPWAY DISTRICT COUNCIL

TELEPHONE 57388 (STD 0303)

POST OFFICE BOX NO. D.R.40

YOUR REF:

THE CIVIC CENTRE,
FOLKESTONE,
CT20 2QY

MY REF: RAH/GT/DP

14th June, 1974

Dear Sir,

Town and Country Planning Act 1971 - Sections 55 and 56
Buildings of Architectural or Historic Interest -
Shorncliffe Lodge, Undercliff, Sandgate, Folkestone.

Application has been made for listed building consent to demolish the above building, which is included in an addendum to the Statutory List, map reference 42.

It is described in the addendum to the Provisional List as :-

"A Mid C19 house in a whimsical Gothic style reminiscent of the Regency period. Irregular plan. The front elevation is 2 to 3 storeys and basement stuccoed. Central pedimented gable with pierced bargeboards. Lancet leaded windows with dripmoulding; 2nd floor windows have foliated corbels, 1st floor windows have 8 corbels in the shape of assorted Mediaeval heads. Square porch with round-headed arch and double lancet windows on the sides. To the left of the gabled portion is a part sub-divided now known as "The Keyes" with a doorcase having trefoliated heads. The portion to the right is known as "Woodside" and has 2 storey extension to its extreme right. The garden elevation has a central pierced gable. Coved eaves cornice and string course. Mainly casement windows on the left hand portion having balconettes on the 2nd floor and with dripmoulding to the right hand portion. Two three light bays in the ground floor and central three light curved bow to 1st floor with 3 Gothic pointed lights and balcony with band of quartrefoils. This is supported on 4 square columns decorated with trefoliated panels and fan tracery above. Triple trefoliated leaded lights to French windows behind. Later glass conservatory. The garden elevation dominates the hills above Sandgate and is partly listed for this reason".

Grade: II

Owner: Hanwell Developments Ltd., 47 Cheriton Road, Folkestone, Kent.

Agents: I. W. L. Evelyn and Partners, 17 Guildhall Street, Folkestone.

Site Location: South side of Undercliff (north off Sandgate High Street) NG2035

Reasons for demolition: Assumed redevelopment in respect of outline planning permission, granted 11th September 1970, for 16 flats, 22 garages and extended for demolition and redevelopment, 25th May 1972.

Continued/....

Correspondence should be addressed impersonally to the Controller of Technical and Planning Services

(and the Box No. quoted) but the person dealing with this matter on my behalf is Mr. Huckle,

Ext. 344

Personal callers to Ross House, Oxenden Road, Shorncliffe

I should be glad to have any observations you may wish to make within 21 days of the date of this letter, otherwise I shall assume that you have no comment to make.

Yours faithfully,

for P. Leonard
Controller of Technical
and Planning Services

The Secretary,
The Sandgate Society,
Aughrim House,
59 High Street,
Sandgate,
Folkestone, Kent.

Scale 1/1250

FOLKESTONE PARISH



FILED PLAN
H. M. LAN

Telephone
Folkestone
38568.

"Sandgate (Guest) House"
142 Sandgate High Street,
Folkestone. Kent.

14th August 1970.

Councillor S. Martin Esq.,
31 Eybrook Field,
Sandgate. Folkestone.

Re. Development at Shornecliffe Lodge
Sandgate.

Dear Sir,

As a representative of Sandgate, you must have read in our local paper "The Folkestone Herald" of the above proposed scheme which may take place in the near future, and must view the whole procedure with great concern.

It is well known, that Sandgate as a whole is undermined with various water springs, and even in dry weather probably active.

As with all water springs, they run from higher points, such as the one or, probably two, on which the proposed building is planned.

This sort of idiotic planning took place at the "Encombe Estate" and look at all the upheaval it has caused all the property owners who had houses built there. No fault of their own, just plain futile bulldozing, trenching and so on. This I am afraid is just what will happen to property beneath the high land on which Shornecliffe Lodge now stands. Those original springs now are bound to be diverted by the whole activity.

My wife and myself are joint partners in the property known as "Sandgate (Guest) House" a registered building, and this is our only livelihood. This building is immediately below the high land of the proposed scheme. We bring hundreds of visitors to this village, and these people spend money here, however small, all the shopkeepers do in some way benefit. Do the Folkestone Council wish this to be destroyed.

I would like to make it plain here and now, I object to the scheme. Should the planning be granted, I assume that the Folkestone County Council without any predudice, will make good and repair any of the damage, large or small, or pay for such damaged caused by the scheme, as it may occur.

Yours very Sincerely,

COPY.

Balcony House,
148 Sandgate High Street,
Folkestone, Kent.

13th August 1970.

The Town Clerk,
Folkestone Borough Council,
The Civic Centre ,
Folkestone, Kent.

Proposed Development at Shorncliffe Lodge,
The Undercliff, Sandgate.

Dear Sir,

My wife and I are joint owners of Balcony House, which is a
"listed" building.

It was with considerable apprehension, not to say dismay, that
we read in the "Folkestone Herald" last Saturday, 8th August, of the
above proposed development.

It is well known in Sandgate that, even in dry weather, there is
always water running out of the hillside on which Shorncliffe Lodge
stands. I, personally, know of two catchment tanks which were built to
collect this water when the hillside was drained. Knowing the trouble
there has been in and around the Encombe Estate, through interference
with the drainage and underground waterways, and taking into account
the recent abortive attempt to commence building operations in The
Crescent, Sandgate, we view with alarm the prospect of bulldozers
and other heavy equipment at work on the site of Shorncliffe Lodge.

In the event of planning permission being given for this
proposed development we assume that the Folkestone Borough Council
will be responsible for any consequential damage to our property.

Yours faithfully,

Copy to County Planning Officer, Maidstone.

" " Councillor S. Martin, Sandgate.

" " Committee for the Preservation of Rural Kent.

" " The Editor, The Folkestone Herald.

BOROUGH OF FOLKESTONE



YOUR REF.:

MY REF.: B/MC/502

THE CIVIC CENTRE,
FOLKESTONE.

N. C. SCRAGG, LL.M.

SOLICITOR

TOWN CLERK
CLERK OF THE PEACE

TELEPHONE: 55221
(STD 0303)



14th September, 1970

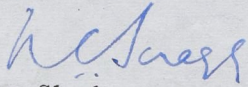
Dear Sir,

Proposed development at Shorncliffe Lodge,
The Undercliff, Sandgate

With further reference to your letter dated 13th August, 1970, the Town Planning Committee, at their last meeting, granted planning permission for the erection of a four storey block of sixteen flats on the site of Shorncliffe Lodge, The Undercliff for Fredack Investments Ltd. subject to conditions, a copy of which is attached.

Please note, in particular, conditions (iii) and (iv) and the fact that if the developers wish to proceed, the report of the specialist soil consultants must first be obtained by the developers and submitted to the Council for their consideration.

Yours faithfully,


Town Clerk

L. Syer, Esq.,
Balcony House,
148 Sandgate High Street,
FOLKESTONE.

The person dealing with this matter on my behalf is Mr. Bell Ext. 265

All correspondence to be addressed to the Town Clerk

Site of Shorncliffe Lodge, The Undercliff - erection of four storey block of sixteen flats for Fredack Investments Ltd. subject to the following conditions:-

- (i) the plan attached to the application shall be regarded as merely illustrative of the proposed development of the site and not part of the application and consequently the permission shall not be construed as an approval to the layout and other details shown on the plan;
- (ii) the siting, design and external appearance of the proposed buildings and of the means of access thereto shall be approved by the Borough Council before any development is commenced;
- (iii) the applicants shall obtain a written report from such specialist soil consultants as may be agreed with the Council, or, in default of agreement, as may be determined by the Minister of Housing and Local Government, advising on the suitability or otherwise of the site for the proposed development and, if such consultants consider the site suitable therefor, the works (if any) necessary for reinforcing the foundations of and strengthening the proposed buildings and such other works (including works of drainage) as may be necessary in relation to the site and the adjacent roads, lands, buildings including those in the Undercliff, the Crescent, Gough Road and Sandgate High Street, and the drains, sewers and other services in connection therewith (subsequently referred to as "the adjacent property") as may be essential to ensure respectively

(a) the stability of the buildings, roads and services proposed to be erected, constructed and laid on the site, and

(b) the continued stability of and the prevention of any damage to the adjacent property; and shall on receipt of such report submit the same to the Council for their consideration;

- (iv) the applicants shall carry out such works for reinforcing the foundations of and strengthening the proposed buildings and such other works in relation to the site and the adjacent property as may be agreed with the Council, following consideration of the soil consultants' report, or, in default of agreement, as shall be determined by the Minister;
 - (v) areas shall be shown on detailed plans to be subsequently submitted for approval by the Borough Council providing for not less than 22 car parking spaces which shall be kept available for such use at all times;
 - (vi) the vehicular gradient and the sight lines of the access from the Undercliff shall be approved by the Borough Council before any development is commenced;
 - (vii) a lay-by adjoining the Undercliff shall be constructed on the site to the satisfaction of the Borough Council before any other part of the proposed development is commenced;
- the reasons for the imposition of the above additional conditions are as follows:-
- (i) until the report of the specialist soil consultants is available it is not reasonable or practicable to determine whether the layout for the buildings and roads shown on the plan accompanying the application is an appropriate and desirable layout or whether it is unsatisfactory;
 - (ii) as no such details have been submitted;
 - (iii) to ensure that the best specialist advice is secured on the soil conditions existing on the site, the possibility of soil movement, the suitability of the site for the development proposed and (should the site be suitable for such development) the precautions necessary to ensure the stability of the proposed buildings, roads and services, and the works necessary to ensure that the adjoining property is not injuriously affected in any manner as a result of the development of the site;
 - (iv) to ensure the permanent stability of the proposed buildings, works and services on the site and that no damage thereto or to the adjoining property shall occur as a result of any land movement on the site or the proposed development;
 - (v) in the interests of traffic safety and
 - (vi) to avoid obstruction of the Undercliff by Contractors' vehicles and plant during the development of the site and in the interests of traffic safety.

(Councillor Martin wished his name to be recorded as voting against the above decision.)

SHEPWAY DISTRICT COUNCIL

TELEPHONE 57388 (STD 0303)

POST OFFICE BOX NO. D.R.40

YOUR REF:

MY REF: RAH/GT/DP

THE CIVIC CENTRE,
FOLKESTONE,
CT20 2QY

14th June, 1974

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Buildings of Architectural or Historic Interest -
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for J. Leonard

Controller of Technical
and Planning Services

The Secretary,
The Sandgate Society,
Aughrim House,
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