

# OFFICIAL COPY OF REGISTER ENTRIES

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**This date must be quoted as the 'search from date' in any official search application based on this copy.**

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Issued on 8 March 2007.

This title is dealt with by **Land Registry Weymouth Office**.

## Land Registry

Title Number : **WT55280**

Edition Date : 29 November 2000

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### **A: Property Register**

*This register describes the land and estate comprised in the title.*

SWINDON

1. (02.04.1986) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Marlborough Road, Swindon.
2. The Conveyance dated 31 December 1960 referred to in the Charges Register contains the following provision:-

"IT is hereby declared that the Company and its successors in title shall not be entitled to any right of light air or otherwise which would in any manner diminish or interfere with the free and undisturbed user of any adjoining property now belonging to the Goddard Estate and the Vendors either for building or any other purpose and this Conveyance shall not be deemed or construed to imply the grant of any such right."
3. The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
4. A new filed plan on an enlarged scale and based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.

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## B: Proprietorship Register

*This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.*

### Title Absolute

1. (15.08.1988) **PROPRIETOR(S)** : JEFFERIES MEWS MANAGEMENT COMPANY LIMITED of Clinton House, High Street, Coleshill, Warks B46 3BP.

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## C: Charges Register

*This register contains any charges and other matters that affect the land.*

1. A Conveyance of the land in this title and other land dated 31 December 1960 made between (1) Beatrix Marywood (Executor) (2) Hubert Edwin Bradley and Edwin Henry Bradley (Vendors) and (3) Edwin H. Bradley and Sons Limited (Company) contains covenants details of which are set out in the Schedule annexed.

By a Deed dated 27 November 1984 made between (1) John William Hesketh Goddard and (2) Edwin H. Bradley & Sons Limited the covenants contained in the Conveyance dated 31 December 1960 referred to above were expressed to be released.

2. The land is subject to the following rights reserved by the Conveyance dated 31 December 1960 referred to above:-

"EXCEPT AND RESERVING unto the Goddard Estate and their successors in title or any persons authorised by them the right to the passage and running of water soil and electricity through the sewers drains water pipes gas pipes and wires constructed and laid through the lands hereby conveyed and the further right to make any connections with the said sewers drains water pipes gas pipes and wires and for such purpose with workmen and others to enter upon the lands hereby conveyed the Goddard Estate making full compensation to the Company and its successors in title for all damage done or occasioned to the surface of such land by the exercise of such liberty as aforesaid."

3. A Deed dated 8 October 1984 made between (1) Edwin H. Bradley & Sons Limited (Grantor) and (2) The Southern Electricity Board (Board) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4. The land is subject to the following rights granted by the Deed dated 8 October 1984 referred to above:-

"The Grantor as beneficial owner HEREBY GRANTS unto the Board FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair renew replace relay supplement and remove low voltage underground electric cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (hereinafter referred to as "the electric cables") in positions to be selected by the Board after consultation with the Grantor in and under the land (hereinafter called "the Estate") PROVIDED THAT the electric cables shall not be laid under the sites of buildings erected or proposed to be erected by the Grantor on the Estate TOGETHER WITH FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to enter upon the Estate at all reasonable times for all or any of the purposes and to break up and excavate so much of the land as may from

## C: Charges Register continued

time to time be necessary making good and restoring the surface on each occasion."

5. A Conveyance of the land shown edged blue on the filed plan dated 6 November 1985 made between (1) Edwin H. Bradley Holdings Limited (Vendor) and (2) Shell UK Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
6. The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered WT61746 in green on the filed plan dated 30 September 1986 made between (1) Maxim Homes Limited (Vendor) and (2) The Southern Electricity Board (Transferees) :-

FULL RIGHT AND LIBERTY for the Transferees their servants workmen and others authorised by them to pass and repass at all times and for all purposes connected with the use of the land hereby transferred with or without vehicles and equipment over and along the land or way coloured brown and in part brown hatched black on the said plan and over and along the roads and ways on the Transferors' adjoining development comprised in the title above mentioned until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Transferees their servants workmen and others authorised by them to lay use and thereafter from time to time inspect maintain repair relay supplement and remove lines for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto in and under the said land or way coloured green and brown hatched black and in and under the said roads and ways until such time as aforesaid And for any of the last mentioned purposes to enter upon such piece of land coloured green and brown hatched black and the said roads and ways and to break up and excavate so much thereof as from time to time may be necessary the Transferees causing as little damage as may be in the exercise of the said rights and making good any such damage occasioned thereby to the reasonable satisfaction of the Transferor as soon as practicable."

NOTE:-The land coloured green, coloured brown and brown hatched black referred to is hatched brown, tinted blue and hatched mauve respectively on the filed plan.

The said Transfer also contains the following covenants by the Vendor:-

"THE Transferors with intent to bind the land comprised in the title above mentioned and every part thereof into whosesoever hands the same may come and for the benefit and protection of the land hereby transferred and of the electric lines referred to in the Schedule hereto HEREBY COVENANT with the Transferees for themselves and their successors in title as follows:-

- (a) not at any time hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over the said electric lines and
- (b) not at any time hereafter to do or suffer to be done anything whereby the cover of soil over or support of the said electric lines shall be altered or which may interfere with or prevent the free access to the said electric lines by the Transferees or render access to the said electric lines more difficult or expensive or which may cause damage to the said electric lines."

7. An Agreement dated 14 October 1986 made between (1) Nationwide Housing Trust Limited (2) Maxim Homes Limited and (3) Maxim Investments Limited



## C: Charges Register continued

relates to the development of the land in this title and contains an estate contract.

8. The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way, drainage, passage of water, electricity, television and telephone services, entry, support shelter and protection user of the bin store and drying area and other rights as are granted by those leases.

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## Schedule of Restrictive Covenants

1. The following are details of the covenants contained in the Conveyance dated 31 December 1960 referred to in the Charges Register:-

"THE Company and its successors in title hereby covenants with the Vendors and the Executor to the intent and so that the covenants hereby entered into shall be binding on the said lands and premises hereby conveyed into whosesoever hands the same may come that the Company and its successors in title will at all times observe and perform and keep the restrictive covenants and conditions in the Second Schedule hereto.

THE SECOND SCHEDULE before referred to

(a) The main front wall of any house or building to be erected on any part shall be not less than thirty feet from the highway and no building or erection of any kind excepting fences shall be erected within thirty feet of the highway except with the consent in writing of the Goddard Estate.

(b) Not to erect any dwellinghouse on any part of the said lands which shall with the garden attached thereto have a less frontage to the highway than thirty feet.

(c) Not to use the said lands or any building erected thereon for any noxious or offensive trade or business of any kind and not to use the said lands or buildings as an Hotel Inn Beerhouse or place for the sale of intoxicating liquors Provided this shall not apply to the sale of intoxicating liquors in a registered Club.

(d) Not to excavate or quarry any stone or gravel or other mineral on the said lands except such as may be necessary for the purpose of erecting a private dwellinghouse or private dwellinghouses thereon.

(e) To erect on the south side of the said piece of land where the same is bounded by other land now or formerly of the Goddard Estate proper and suitable boundary fences and for ever hereafter maintain the same such fences to be of sufficient height strength and thickness to prevent cattle on the adjoining lands of the Goddard Estate from trespassing or grazing on the pieces of land hereby conveyed."

2. The following are details of the covenants contained in the Deed dated 8 October 1984 referred to in the Charges Register:-

"THE Board hereby covenant with the Grantor as follows:-

(a) that they will not obstruct the buildings erected or proposed to be erected by the Grantor on the Estate

## Schedule of Restrictive Covenants continued

(b) that they will make good to the reasonable satisfaction of the Grantor and to the Grantor's successors in title as the case may be any damage to the Estate or to the buildings trees hedges or fences of the Grantor or the Grantor's successors in title caused by the laying or use of the electric cables And if for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage fully compensate the Grantor or its successors in title as the case may be therefor

(c) that they will keep the Grantor and its successors in title indemnified against all actions or claims which may be brought or made against the Grantor by reason of any default or neglect on the part of the Board in the exercise of the rights and liberties hereby granted PROVIDED THAT the Grantor or its successors in title as the case may be shall as soon as practicable give notice in writing to the Board of any such action claim or demand brought made or threatened against the Grantor under this sub-clause and shall not settle adjust or compromise such action claim or demand without the consent of the Board PROVIDED FURTHER THAT the Board may at their own expense settle adjust compromise or take over the conduct of any such action claim or demand in the name of the Grantor or its successors in title and the Grantor and its successors in title shall at the expense of the Board give such information and assistance as the Board may reasonably require

(d) that they will at all reasonable times (i) on request of the Grantor (here meaning the Grantor personally) or any proposed Purchasers of part or parts of the land comprised in the Estate and any other body or person with their permission make available for inspection at the Board's appropriate District Office a plan or plans showing the positions or proposed positions of the electric cables and (ii) on request of the successors in title of the Grantor make available for inspection at the Board's appropriate District Office a plan or plans showing the positions of the electric cables (other than cables leading from main distributors)

(e) that in the case of any cables to be laid under any proposed road or way such cables shall be laid at such times as shall be convenient both to the Grantor and to the Board and in such manner as shall not unreasonably interfere with or unreasonably delay the completion of any such road or way or unreasonably increase the cost of constructing the same or prevent or delay the adoption of the same as a public highway maintainable at the public expense

(f) that in exercising the rights hereby granted the Board acknowledges that they do so at their own risk.

THE Grantor with intent to bind the Estate and each and every part thereof into whosesoever hands the same may come and for the benefit and protection of the Board's statutory electricity undertaking and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under it will not at any time hereafter wilfully do or permit or suffer to be done anything upon the estate which may cause damage to the electric cables or interfere with or prevent the free access thereto by the Board PROVIDED THAT neither the Grantor nor those deriving title under the Grant shall be personally liable for a breach of such covenant which may occur on or in respect of the Estate or any part or parts thereof after it or they shall have parted with all interest therein."

NOTE:-The Estate referred to is the land in this title.

3. The following are details of the covenants contained in the Conveyance dated 6 November 1985 referred to in the Charges Register:-



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## Schedule of Restrictive Covenants continued

The Vendor HEREBY COVENANTS with the Purchaser (to the intent that this covenant shall be binding on the land shown edged green on the plan hereto annexed and each and every part thereof and to enure for the benefit of the Property and each and every part thereof) that neither the Vendor nor its successors in title will cause suffer or permit the sale or display of any oil or petroleum products of whatever nature on any part or parts of the said land shown edged green on the plan hereto annexed.

THE Vendor HEREBY FURTHER COVENANTS with the Purchaser (to the intent that this covenant shall bind the appropriate parts of the said land edged green in to whosoever hands the same may come and shall enure for the benefit of the Property and each and every part thereof as if capable of being benefited thereby) not to cause suffer or permit in any way whatsoever the obstruction or interference with the sight lines (as shown on the plan hereto annexed) required for the purpose of safe access to and egress from the Property."

NOTE:-The land edged green referred to in the land in this title. The sight lines referred to are shown hatched blue on the filed plan.

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## Schedule of Notices of Leases

	<i>Registration date and Plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
1.	30.3.1987 1 (part of) 2	First Floor Flat 2 Parking Space 2	13.3.1987 99 years from 25.12.1986	WT65005
2.	11.6.1987 3 (part of) 4	First Floor Flat 4 Parking Space	22.5.1987 99 years from 25.12.1986	WT66699
3.	12.6.1987 5 (part of) 6	Ground Floor Flat 9 Parking Space	29.5.1987 99 years from 25.12.1986	WT66746
4.	18.6.1987 1 (part of) 7	Ground Floor Flat 1 Parking Space	18.6.1987 99 years from 25.12.1986	WT66908
5.	9.7.1987 8 (part of) 9	First Floor Flat 8 Parking Space	19.6.1987 99 years from 25.12.1986	WT67381
6.	14.7.1987 3 (part of) 1	Ground Floor Flat 3 Parking Space	18.6.1987 99 years from 25.12.1986	WT67503

## Schedule of Notices of Leases continued

	<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
7.	27.7.1987 11 (part of) 12	Ground Floor Flat 15 Parking Space	26.6.1987 99 years from 25.12.1986	WT67847
8.	14.8.1987 28 (part of) 29	First Floor Flat 22 Parking Space 22	31.7.1987 99 years from 25.12.1986	WT68360
9.	20.8.1987 13 (part of) 15: 14	Ground Floor Flat 19 Parking Space	31.7.1987 99 years from 25.12.1986	WT68511
10.	21.8.1987 16 (part of) 17	Ground Floor Flat 11 Parking Space	13.7.1987 99 years from 25.12.1986	WT68559
11.	7.9.1987 8 (part of) 32	Ground Floor Flat 7 Parking Space 7	14.7.1987 99 years from 25.12.1986	WT68944
12.	7.9.1987 18 (part of) 19	First Floor Flat 24 Parking Space	21.8.1987 99 years from 25.12.1986	WT68945
13.	14.9.1987 20 (part of) 21	First Floor Flat 18 Parking Space	31.7.1987 99 years from 25.12.1986	WT69153
14.	22.9.1987 22 (part of) 23	First Floor Flat 28 Parking Space	28.8.1987 99 years from 25.12.1986	WT69367
15.	24.9.1987 24 (part of) 26: 25	Ground Floor Flat 25 Parking Space	1.9.1987 99 years from 25.12.1986	WT69459
16.	28.9.1987 13 (part of) 27	First Floor Flat 20 Parking Space	3.8.1987 99 years from 25.12.1986	WT69527
17.	6.10.1987 22 (part of) 34: 35	Ground Floor Flat 27 Parking Space 27	21.8.1987 25.12.1986	WT69777
18.	13.10.1987 24 (part of) 36	First Floor Flat 26 Parking Space	21.8.1987 99 years from 25.12.1986	WT69943



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**Schedule of Notices of Leases continued**

	<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
19.	26.10.1987 30 (part of) 31	Ground Floor Flat 13 Parking Space 13	13.7.1987 99 years from 25.12.1986	WT70342
20.	9.11.1987 11 (part of) 37	First Floor Flat 16 Parking Space	19.6.1987 99 years from 25.12.1986	WT70791
21.	11.11.1987 16 (part of) 41	First Floor Flat 12 Parking Space 12	11.9.1987 99 years from 25.12.1986	WT70835
22.	26.11.1987 5 (part of) 38	First Floor Flat 10 Parking Space	7.7.1987 99 years from 25.12.1986	WT71340
23.	7.12.1987 28: 40 (part of) 39	Ground Floor Flat 21 Parking Space	7.8.1987 99 years from 25.12.1986	WT71727
24.	8.1.1988 42 (part of) 43	Ground Floor Flat 5 Parking Space 5	2.10.1987 99 years from 25.12.1986	WT72569
25.	9.2.1988 30 (part of) 33	First Floor Flat 14 Parking Space 2	26.6.1987 99 years from 25.12.1986	WT73634
26.	19.8.1988 42 (part of) 44	First Floor flat 6 Parking Space 6	8.6.1988 99 years from 25.12.1986	WT78748
27.	11.1.1991 18 (part of) 45: 46	Ground Floor Flat, 23 Jefferies Mews, Patio Ground Car Parking Space 23	7.8.1987 99 years from 25.12.1986	WT99071
28.	2.8.1991 20 (part of) 47:48	17 The Birches (Ground Floor Flat) Parking Space	7.8.1987 99 years from 25.12.1986	WT104480

**END OF REGISTER**

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.