

RENDALL LITCHFIELD & CO

SOLICITORS & COMMISSIONERS FOR OATHS

OLD LIBRARY HOUSE 4 DEAN PARK CRESCENT BOURNEMOUTH BH1 1HW

DX 7630 BOURNEMOUTH

FAX 01202 558773

John Crawford Esq
Messrs Dibbens

TELEPHONE 01202 553794

J. B. BARTY
P. J. NORMAN, LL.B.

DX 7610 BOURNEMOUTH

28 September 2004

4

YOUR REF:

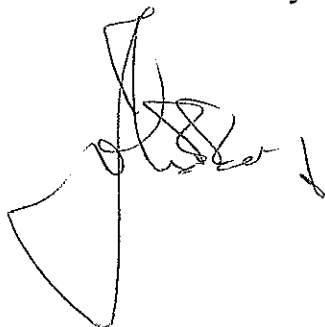
OUR REF:

Dear John

Register of Local Restrictive Covenants

I enclose a list of Restrictive Covenants prepared by David Litchfield just before he retired upon which you will see I wrote a note of David's verbal instruction to me of 5th April last. I also sent a copy to Anthony Harding and he confirmed to me that he did not regard any of the Covenants as now enforceable. I presume you will incorporate the details in so far as they are appropriate in any fresh addition of your Register.

Yours sincerely

A handwritten signature in black ink, appearing to be 'D. Litchfield', written over a large, stylized, handwritten 'X' or 'Z' mark.

OLD COVENANTS - DEEDS HELD @RENDALL LITCHFIELD & CO.,

	<u>Original Covenantees</u>	<u>Land</u>	<u>Successors</u>	<u>Whether Enforceable</u>
1.	A.C. Barnes & Co.	Land @ Muscliffe & Castle Lane	Unknown	No
2.	J.M. Layland	Elms Estate Parkstone	Successors of J.W. Layland	No.
3.	J.M. Layland)		"	No
	J.M. Layland &)		"	No
	H. Litchfield)			
	A. Rendall &)	Castle Lane	"	No
	H. Litchfield)	Estate		
	H. Litchfield & L. Prince	Land @ Thornhill Southampton	DHL	Probably not but see DHL
5.	H. Litchfield & E. Fox	Land @ Bitterne Southampton - Glenfield Estate	DHL	"
	"	Rushington Estate Totton	DHL	"
6.	H. Litchfield & A.F. Harding	Land @ Bitterne Southampton	DHL & AFH	"
7.	H.J. Penny & H. Stanton	Thornhill House Estate Southampton	DHL	"
8.	A. Rendall	Queens Park Estate	Successors of J.W. Layland	No.
	"	Castle Lane Estate	"	"
	"	Sterte Estate, Poole	"	"
	"	Westminster Estate, Branksome	"	"
9.	A. Rendall & H. Litchfield	Land @ Kinson Manor Estate	DHL	No
10.	Southampton Gardens Suburb Ltd	Land @ Witts Hill Estate, Southampton	Unknown	No
	"	Moorlands Estate Southampton	Unknown	No
	"	Chessel House Estate Southampton	"	No
11.	Wessex Lands Ltd	Land @ Muscliffe Park	"	No

DAVID LITCHFIELD'S INSTRUCTIONS 5-4-04 - NONE OF

THE ABOVE MENTIONED ARE NOW TO BE REGARDED AS

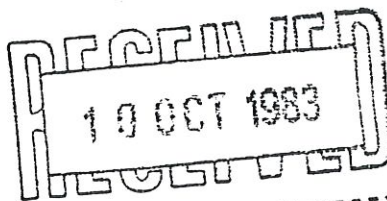
Longdown Management Ltd.

2

Our Ref: 60/DEV/GEN

Your Ref:

Date: 6th October 1983



The Estate Office
Longdown
Marchwood
Nr. Southampton
Hampshire
Tel. Ashurst (04 21 29) 2107/8

Colten Developments Limited,
Western Road,
Lymington,
Hants. SO4 9HL

For the attention of Adrian Otten, Esq.

Dear Adrian,

LAND AT WOODSIDE, LYMINGTON ROAD, NEW MILTON

Further to our recent correspondence and meeting this morning I am writing concerning the restrictive covenant referred to in the letter from Messrs. Rollit, Farrell and Bladon dated 1st September 1983.

As Managing Agents for the Barker-Mill Ashley Clinton Trust I am authorised to inform you that you may regard this covenant as being obsolete and discharged.

No further action is required on your part and I trust that this letter will now enable you to proceed with the purchase and commence development.

Yours sincerely,

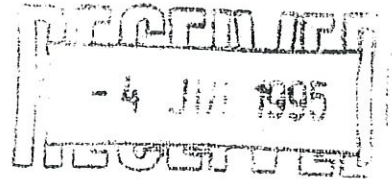
C. Gwyn-Evans



D'Angibau Willmot

Solicitors

40A Haven Road Canford Cliffs Poole Dorset BH13 7LP
Telephone: 01202-708634 Fax No 01202-709989
Dx: 85302 Canford Cliffs



3 ✓
N

Messrs Trevanions

DX 34802 PARKSTONE

Our Reference: M/C/

Your Reference: ALM/GA/SEA.10/8

Date: 3 July 1995

Dear Sirs

Executors of **Alfred William Barnes, deceased**

We thank you for your letter of the 30th June.

Some 20 years ago the Executors and their Successors in Title took a final decision not to seek to enforce these Covenants further. In addition they no longer own any land capable of benefiting.

May we debit you £5 plus value added tax for writing this letter?

Yours faithfully

D'ANGIBAU WILLMOT

✓



AND AT BOSCOMBE, BOURNEMOUTH, DORSET

Regulated by The Law Society in the conduct of investment business

J.J.K. HARVEY P. JOHNSON R.C.W. MALIM T.J. PROCTER N.I.C. STREET D.J. TOMLINSON R.J. TURNER
Associates: Mrs C.C. ELLIOTT A.D. PONTING Mrs A.H. TURNER Consultant: D.N. HAYNES

D'Angibau Willmot is the merged firm of D'Angibau & Malim, Walker Hinds & Willmot & East.



A QUALITY SERVICE
Approved by The Legal Aid Board

4

J. ANGIBAU & MALIM.

SOLICITORS

COMMISSIONERS FOR OATHS

JOHN S. PAYNE

D. N. HAYNES

R. C. W. MALIM

TELEPHONES

BOURNEMOUTH 33508 (2 lines)
(STD 0202 33508)

Lloyds Bank Chambers
Rascombe,
Bournemouth.

BH5 1DA

AND AT CANFORD CLIFFS

22nd January

1979

Please quote

RCWM/AVB

Your Ref MJL/JN

Dear Sirs,

Alfred Barnes, deceased
Miss M. G. Harwood, deceased

We thank you for your letter of the 19th January and note the contents.

While these covenants are enforceable in theory, the executors of Alfred Barnes deceased have reached a policy decision that they will not take any further interest in the covenants at all, and so the correct terms is that the covenants are no longer enforced.

May we debit you the sum of £2.16 for writing this letter?

Yours faithfully,

Messrs. Williams, Thompson & Co.,
Bridge House,
CHRISTCHURCH, Dorset.
BH23 1DX

16 JUL 1984

5

MAITLAND DURANT & GRANGE-BENNETT
SOLICITORS.

J. N. GRANGE-BENNETT, M.A., (CANTAB)
BRIAN D. TOLHURST.
COMMISSIONERS FOR OATHS.

TELEPHONE NO. 26301 (2 LINES)
STD 0202

OUR REF. CGH/DEB
YOUR REF. EC/JK

5, HINTON ROAD,
BOURNEMOUTH,
BH1 2DW.

29th October, 1974.

Dear Sirs,

re: Parkstone Avenue Estate
Charles Henry Belbin, deceased

In reply to your letter of the 23rd instant, we confirm that this firm and its predecessors have acted for the Belbin family since 1900; we still act for the grandson and granddaughter of the above-named Deceased.

Charles Henry Belbin died on 4th August, 1939, and his estate passed to his son, Tom. Tom Belbin died on 6th January, 1968, and on 16th August, 1968, his Personal Representatives sold 143 Parkstone Avenue to a Mr. and Mrs. D. P. Gregory. That was the last of the houses in Parkstone Avenue to be sold, and the Executors did not in such Conveyance assign the benefit of the covenants affecting the Parkstone Avenue Estate, neither have they any knowledge of Charles Henry Belbin or Tom Belbin ever having done so.

We are of the opinion that the Executors of the Will of Tom Belbin, deceased, as successors in title to Charles Henry Belbin, can no longer claim to enforce the Parkstone Avenue Estate covenants.

We debit you £2.50, plus V.A.T. 20p, making £2.70 together, for turning up our records and writing you.

Yours faithfully
MAITLAND DURANT & GRANGE-BENNETT

Messrs. Lacey & Son,
Solicitors,
257 Ashley Road,
Parkstone,
POC12, Dorset.
BH14 9DY

RECEIVED - 5 MAY 1956

JOHN D. MACDONALD & CO.
Solicitors
15, Abchurch Lane,
London, E.C. 4
TELEGRAMS: "MACDONALD", LONDON
TELEPHONE: 3621, 3622, 3623

Devereux Chambers,
(Opp. of Essex Street)

Temple,

London, W.C. 2.

TELEGRAMS: "MACDONALD", LONDON
TELEPHONE: 3621, 3622, 3623

TELEGRAMS: "MACDONALD", LONDON
TELEPHONE: 3621, 3622, 3623

JDM/KM

Your ref: JDM/KM

4th May 1956

Dear Sirs,

Plots 1 and 2 St. Osmunda Road,
Parkstone, Poole, Dorset.

We thank you for your letter of the 2nd May and confirm that in 1953 we took over the practice of Messrs. Lane, Fagge & Co.

It is within the knowledge of the writer that Mrs. **Binnie** disposed of all land she owned on the above estate long before 1953, and even if she were alive would not be in a position to enforce the restrictive covenants which you mention.

We may add that Mrs. Binnie died many years back and we did not act for her Executors.

We debit you with £1.1s.0d. for our trouble in the matter.

Yours faithfully,

John D. Macdonald & Co.

Messrs. John D. Macdonald & Co.,
1 Hammer Road,
Westbourne,
Bournemouth.

May 7

FOX & SONS

ESTABLISHED 1868

SURVEYORS & VALUERS
AUCTIONEERS & ESTATE AGENTS

F. STODDART FOX, F.A.I.

H. INSLEY-FOX, F.A.I.

A. FOX HARDING, A.A.I.

T. BRIAN COX, F.A.I. (SOUTHAMPTON)

J. W. SYKES, F.A.L.P.A. (BRIGHTON)

GENERAL MANAGER

JOHN R. PARRETT, F.R.I.C.S.

CONSULTANT ARCHITECT

W. ALEXANDER STEWART, L.R.I.B.A.

HEAD OFFICE

44 TO 52 OLD CHRISTCHURCH ROAD
BOURNEMOUTH

TWELVE LOCAL BRANCH OFFICES

AND AT

SOUTHAMPTON, BRIGHTON & WORTHING

TELEPHONE
TELEGRAMS

BOSCOMBE 35355-6

739, Christchurch Road
(BOSCOMBE MANOR ESTATE OFFICE)

Boscombe

Bournemouth

13th. June, 1956.

YOUR REF.

PLEASE QUOTE OUR REF. AED/RE.

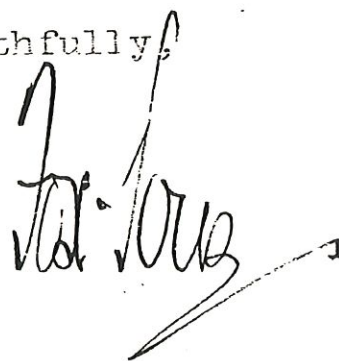
Dear Sirs,

Mrs. C. C. Webb.
Building Site at rear of
No. 2 Wilfred Road, Boscombe Manor Estate.

We thank you for your letter of yesterday, and have to inform you we were Surveyors and Agents for the late Mr. R. T. Sobey in connection with the above Estate.

We have been instructed by his Solicitors, Messrs. Mooring, Aldridge & Haydon of Westover Chambers, Bournemouth that his heirs have no tangible assets in the Boscombe Manor Estate, and that the Covenants imposed by him are no longer enforceable and the Estate now falls safely under Town Planning control.

Yours faithfully,



Messrs. Serjeant & Son,
Solicitors,
Huntingdon.

FOX & SONS

ESTABLISHED 1868

AUCTIONEERS & ESTATE AGENTS, VALUERS & SURVEYORS

FOR THE ATTENTION OF MR. GRAYSON

H. INSLEY-FOX, F.R.I.C.S., F.A.I.
TREVOR H. S. FOX, B.Sc., F.R.I.C.S., F.A.I.
L. J. RATCLIFFE, F.R.I.C.S., F.A.I.
P. J. COLES, B.Sc., F.R.I.C.S., F.A.I.
L. E. A. HIGLEY, F.A.I.
H. H. MARTIN, F.S.V.A.
H. D. F. GATRILL

CONSULTANTS:-
E. STODDART FOX, F.R.I.C.S., F.A.I.
E. J. WILLMOTT, F.S.V.A.

THIRTY OFFICES AT:
BOURNEMOUTH, POOLE, WAREHAM, RINGWOOD, FORDINGBRIDGE,
LYMINGTON, EXETER, WINCHESTER, ROMSEY,
SOUTHAMPTON, BRIGHTON & WORTHING.

TELEPHONE }
TELEGRAMS } BOURNEMOUTH 43381 (3 LINES)
STD 080 2

6, SOUTHBOURNE GROVE,
WEST SOUTHBOURNE,
BOURNEMOUTH.
BH6 3RR

2nd February, 1971.

YOUR REF

PLEASE QUOTE OUR REF BHM/HY.

Dear Sirs,

re: Boscombe Manor Estate

In reply to your enquiry we have to inform you that we were Surveyors and Agents for the late Mr. R.T. Sobey, in connection with the development of the Boscombe Manor Estate.

We have been instructed by his Solicitors, Messrs. Mooring Aldridge and Haydon of Westover Chambers, Hinton Road, Bournemouth that his heirs have no tangible assets on the Boscombe Manor Estate and that the covenants imposed by him are no longer enforceable, and the Estate now falls safely under Town Planning Control.

Yours faithfully,

Messrs. Lacey's,
Solicitors,
5 Poole Road,
Bournemouth.



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ESTABLISHED 1868.

AUCTIONEERS
ESTATE AGENTS
SURVEYORS
VALUERS

HOX & SONS

44/52, OLD CHRISTCHURCH ROAD

BOURNEMOUTH BH1 1LN

TEL. BOURNEMOUTH 24242

S.T.O. 0202 - 24242

INCORP. FOR. P.A.I.C.O. T.H.S. FOR. S.O.O. P.A.I.C.O. L.J. RAYCLIFFE, P.A.I.C.O. P.J. COLES, S.O.O. P.A.I.C.O.
E.A. HIGLEY, P.A.I.C.O. H.M. MARTIN, P.O.V.A. H.D.F. GAYRILL, E. STODDART FOR. P.A.I.C.O. (CONSULTANT)

YOUR REF BR/HMS/Barnes

OUR REF L.E.A.H./DMM

DATE 5th August, 1974.

Dear Sirs,

re: **Boscombe Manor Estate**
10, Grasmere Road.

Thank you for your letter. We did originally act for the Sobey family as their Surveyors.

Having sold off their last tangible asset in the Estate shortly after the war, we were advised that the covenants were no longer enforceable by R.T. Sobey, and have therefore exercised no control since about 1950.

Perhaps you would kindly let us have your cheque for £1. to cover the costs of this correspondence.

Yours faithfully,

Messrs. Wellers,
Solicitors,
2, Lownds Avenue,
Bromley, Kent.
BR1 3EE

SURVEY, VALUATION, TOWN PLANNING AND ESTATE DEVELOPMENT DEPARTMENT
SURVEYORS TO THE BRANDBOME, TALBOT AND MOWLEM ESTATES

LOCAL OFFICES: BOSTON, WAREHAM, BRIDPORT, POOLE, PARKSTONE, WESTBOURN, CANNON CLIFFS,
FARNHAM, WINTON, BRANDHEATH, SOUTHBOURN, HIGGINS, NEW MILTON, LYNDEN, FARNHAM, WINTON, BRANDHEATH, SOUTHBOURN, HIGGINS, NEW MILTON, LYNDEN.

15.1

W/T.326

1st December, 1975.
(Dictated 28th November)

Dear Sirs,

Boscombe Manor Estate Covenants.

Clients of ours are wishing to purchase a property on Boscombe Manor which is subject to the covenants contained in Conveyances dated 13th September 1897 made between the Reverend Maurice William Ferdinand St. John the Right Reverend Huyshe Southwark Bishop of Southwark and Harry Scarlett (1) Thomas Henry Phillips William D'Angibau and Archibald Beckett (2) Charles Henry Belbin (3) and Annie Webb Lakes (4) and dated 30th March 1901 made between Robert Brooke Campbell Scarlett (1) and William D'Angibau (2).

Such covenants prohibit the use of the property otherwise than as a private dwellinghouse and require the approval of plans to the erection of the original building and subsequent alteration and erection of outbuildings.

The current position appears to be that the property is used as a private Hotel and that no approved plans are available in respect of the building works referred to.

The Vendors Solicitors tell us that it is generally considered that the covenants concerned (which they term "the Boscombe Manor Estate Covenants") have not been enforceable for very many years and that you would be happy to confirm that this is the case, since you were formerly the Estates Surveyors.

If we could have such confirmation from you as a matter of some urgency (since our clients wish to exchange Contracts), we should be most grateful and we should of course pay any reasonable charge that you make here to pay for this service.

Yours faithfully,

STEVENS WILKES & CO.,
AND MILLS & BENNETT.

Messrs. Fox & Sons,
44-52 Old Christchurch Road,
BOURNEMOUTH.

ESTABLISHED 1868.



AUCTIONEERS
ESTATE AGENTS
SURVEYORS
VALUERS

44/52, OLD CHRISTCHURCH ROAD
BOURNEMOUTH BH1 1LN

H. INBLEY, F.O.R.I.C.S. T. H. S. FOX, B.Sc., F.R.I.C.S. L. J. RAYCLIFFE, F.R.I.C.S. P. J. COLES, B.Sc., F.R.I.C.S.
L. E. A. HIGLEY, F.R.I.C.S. H. H. MARTIN, F.R.V.A. H. D. F. GATRILL, E. STODDART FOX, F.R.I.C.S. (CONSULTANT)

TEL BOURNEMOUTH 24242
B.T.D. 0202 - 24242

YOUR REF W/T.326

OUR REF

L.E.A.H./DMM

DATE 2nd December, 1975.

ReL Bzaemar; Hotel

Dear Sirs,

re: Boscombe Manor Estate

Thank you for your letter and we would confirm that we were Surveyors to the late R.T. Sobey and that this Estate known as the Boscombe Manor Estate no longer exists and there is no one in a position to enforce the covenants. Changes of use, such as you describe are purely under Planning control.

We take this opportunity of enclosing our fee in this matter which is £2.00 plus V.A.T., and upon receipt of your cheque we will forward our receipted V.A.T. Invoice.

Yours faithfully,

Messrs. Stevens Wilkes & Co.,
and Mills & Bennett,
Winchester House,
Fir Vale Road,
Bournemouth.
BH1 2JD

SURVEY, VALUATION, TOWN PLANNING AND ESTATE DEVELOPMENT DEPARTMENT
SURVEYORS TO THE BRANKSOME, TALBOT AND MOWLEM ESTATES

LOCAL OFFICES: DORCHESTER, WAREHAM, BROADSTONE, POOLE, PARKSTONE, WESTBOURNE, CANFORD CLIFFS,
PERNDOWN, WINTON, CHARMINGHAM, SOUTHBOURNE, HIGHCLIFFE, NEW MILTON, LYMINGTON.

THIRTY FIVE SOUTH OF ENGLAND OFFICES IN HAMPSHIRE, DORSET, WILTS, SUSSEX & DEVON

JRC - for info

12

FOX & SONS,

Established 1868.

AUCTIONEERS & ESTATE AGENTS,
SURVEYORS & VALUERS.

E. STODDART FOX, F.R.I.C.S., F.A.I.
H. INSLEY-FOX, F.R.I.C.S., F.A.I.

CONSULTANT ARCHITECT,
W. ALEXANDER STEWART, L.R.I.B.A.

HEAD OFFICE:
44 TO 52, OLD CHRISTCHURCH ROAD,
BOURNEMOUTH.

TWENTY THREE OFFICES AT:
BOURNEMOUTH, POOLE, RINGWOOD, NEW MILTON,
LYMINGTON, EXETER, ROMSEY,
SOUTHAMPTON, BRIGHTON & WORTHING.

TELEPHONE } BOURNEMOUTH 35355/6.
TELEGRAMS }

REC
739, Christchurch Road,
(BOSCOMBE MANOR ESTATE OFFICE)
Boscombe,
Bournemouth.

3rd March, 19 65.

YOUR REF.

PLEASE QUOTE OUR REF. PAJ/DW

For the attention of Mr. McInerney.

Dear Sirs,

Re: 17/17a Keswick Road, Boscombe.

Further to our telephone conversation this morning we confirm that we were Surveyors and Agents for the late Mr. R.T. Sobey in connection with the development of the Boscombe Manor Estate of which the above property forms a part.

We have been instructed by his Solicitors, Messrs. Mooring, Aldridge & Hayden of Westover Chambers, Hinton Road, Bournemouth, that his heirs have no tangible assets in the Boscombe Manor Estate and that the covenants imposed by him are no longer enforceable and the Estate now falls safely under Town Planning Control.

We trust this will answer the query but if there is anything further we can do, please do not hesitate to contact us.

Yours faithfully,

Messrs. Philip Evans & Co.,
Solicitors,
30 Christchurch Road,
Lansdowne,
BOURNEMOUTH.

ox & Sons.

13 ✓

THE GROVE ESTATE, PARKSTONE, DORSET

26th June 1976.

9 Blair Avenue,
Parkstone.

Dear Member,

In accordance with the instructions given to the Trustees and Committee at the General Meeting held on the 5th February 1976, all members were asked to record their wishes with regard to the disposal of the small strip of land left in possession of the Estate after the Blair Avenue had been "Adopted" by the Poole Corporation.

The proposition was "That the strip of land should be offered to the Borough Council as an amenity gift and that the balance of money held by the Estate, after payment of all expenses, should be handed to the Royal National Lifeboat Institution".

Results

No.	Yes/No	% (Orig)	% (Now)	No.	Yes/No	% (Orig)	% (Now)
1	Yes	8	2	11	No reply received		
1a	Yes	-	2	12	Yes	6	3
2	Yes	-	2	13	Yes	-	3
3	Yes	-	2	14	Yes	9	9
4	Yes	8	8	15	Yes	7 1/2	7 1/2
5	Yes	8	8	16	Yes	7 1/2	7 1/2
6	Yes	6	6	17	Yes	7 1/2	7 1/2
7	Yes	6	6	18	Yes	7 1/2	7 1/2
8	Yes	3 1/2	3 1/2	Boloroff	Yes	3	3
9	Yes	3 1/2	3 1/2	Firgrove	Yes	1 1/2	1 1/2
10	Yes	-	-	Merrion	Yes	1 1/2	1 1/2

In favour 9 1/2%. No reply 6%

The Trustees were also in favour of the proposition

As a result, the Deeds &c have been handed over to the Poole Council and they have accepted the property as an "Amenity Gift". The Grove Estate therefore is now non-existent.

The sum of £17.70 has been handed to the Royal National Lifeboat Institution and the receipt is dated 15.6.76. and numbered C23844.

It is recommended that this Notice be placed with the Deeds of your property.

The members of the Committee and I would like to express our thanks to the members of the Estate for their kindness and co-operation in the past.

Yours sincerely,

C.B.T. Glover

Chairman, Hon. Secretary and Trustee

To all members of the Grove Estate, Parkstone

Copies to Poole Corporation

No. of Company 360531

THE COMPANIES ACTS 1948 TO 1967
COMPANY LIMITED BY SHARES

(Copy)

Special Resolution

of

THE BOURNEMOUTH LAND SOCIETY

..... Limited

Passed the 15TH day of MARCH 1974

At an EXTRAORDINARY GENERAL MEETING of the Members of
the above-named Company, duly convened, and held at south Western House,
Fir Vale Road, Bournemouth on the 15th day of March
1974, the following SPECIAL RESOLUTION was duly passed:—

That the Company be wound up voluntarily and that BENJAMIN JOHN GOODHEM
of SOUTH WESTERN HOUSE, FIR VALE ROAD,
BOURNEMOUTH
be and is hereby appointed Liquidator for the purposes of such Winding Up.

Ben Goodhem

CHAIRMAN

Presented by—

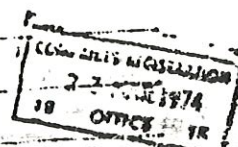
THORNTON BAKER & CO.

Chartered Accountants

SOUTH WESTERN HOUSE

FIR VALE ROAD

BOURNEMOUTH



of Company 360531 / 62

14A

THE COMPANIES ACTS 1948 TO 1967

MEMBERS' VOLUNTARY WINDING UP

Notice of Appointment of Liquidator

Pursuant to Section 305

Name of Company THE BOURNEMOUTH LAND SOCIETY Limited

Nature of Business LAND DEALING

TO THE REGISTRAR OF COMPANIES

I (or We) BENJAMIN JOHN GOODHEW
of SOUTH WESTERN HOUSE, FIR VALE ROAD, BOURNEMOUTH,

hereby give you notice that I (or We) have been appointed Liquidator(s) of
THE BOURNEMOUTH LAND SOCIETY Limited,

by a Resolution of the Company dated the 15TH day of MARCH
1974

(Signature)† [Signature]

Dated the 22nd day of March 1974

* State how appointed, whether by Resolution of the Company, or how otherwise, and adapt if necessary.

† To be signed by each Liquidator if more than one.

Presented by

THOMSON DIXON & CO
Chartered Accountants
SOUTH WESTERN HOUSE
FIR VALE ROAD
BOURNEMOUTH

Received 15 MAR 1974
OFFICE 27

NOTE: This notice must be delivered to the Registrar of Companies within 14 days of the appointment.

14B

No. 111

(No registration fee payable)

No. of Company 360531 162

THE COMPANIES ACTS 1948 to 1967

MEMBERS' VOLUNTARY WINDING UP

RETURN OF FINAL WINDING-UP MEETING

Pursuant to section 290 of the Companies Act 1948

Insert the
Name
of the
Company

THE BOURNEMOUTH LAND SOCIETY

LIMITED (in liquidation)

This return is to be filed within one week after the date of the final winding-up meeting. If default is made, the Liquidator is liable to a fine not exceeding £5 for every day during which the default continues.

In the case of a Members' Voluntary Winding Up to which section 288 applies, Companies (W.U.) 21* (Form No. 112) should be used.

Presented by

Presentor's Reference G/B.3080

THORNTON BAKER & SONS
CHARTERED ACCOUNTANTS
SOUTH WESTERN HOUSE
FIR VANE ROAD
BOURNEMOUTH





✓
15

CLARKE WILLMOTT & CLARKE
SOLICITORS

FLOWER'S HOUSE, 15 HENDFORD, YEOVIL, SOMERSET BA20 1TB
TELEPHONE: 01935 23407 DX: 100504 YEOVIL
FAX: 01935 79388

Mrs. McQueen Yeoman
NO. 34803
ARKSTONE 1

Our Ref RBS/MJA

Your Ref JN/ST/
R014018

COPY BY FAX: 01202-715645

28 March 1995

Dear Sirs

F G Bradford - Covenants

We refer to our letter of 7th March, and to your subsequent letters.

The writer has since had an opportunity of speaking both with our retired former senior partner, who was one of the joint executors of this estate and with another retired partner who dealt with the property aspects.

On the strength of those conversations we are able to say with confidence that the estate of the late F G Bradford does not still own any land in the Bournemouth area.

We are afraid though that we are not able to add anything to this statement and we think therefore that our correspondence must now be at an end.

Please do not trouble to acknowledge receipt of this letter and we can confirm that, in the circumstances, we will not be making a charge.

Yours faithfully


CLARKE WILLMOTT & CLARKE

CLARKE WILLMOTT & CLARKE IS AUTHORISED BY THE LAW SOCIETY IN THE CONDUCT OF INVESTMENT BUSINESS

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DS TAYLOR LLB EL RAMSAY LLB MS JONES LLB SC JONES LLB B PANG LLB

A. Newman, Esq., FNAEA,
Tony Newman Estate Agents,
81, High Street,
Poole,
Dorset.
BH15 1AH.

Our Ref: NBS/JWG/HATHAWAY
Your Ref: AN/OS

18th October 2006

Dear Mr Newman

RE- OXFORD HALL HOTEL, 6 SANDBOURNE ROAD, ALUM CHINE,
BOURNEMOUTH, DORSET

As you will be aware from previous correspondence I act on behalf of Mr and Mrs Hathaway who have handed me your letter of 13th October with instructions to reply. I can confirm that 6 Sandbourne Road is still available and that, subject to contract, my clients will be prepared to proceed at a sale price of £975,000 with the purchaser being responsible for negotiating release of the covenants from the Branksome Dene Estate. As you may know the Estate is still current and Messrs Matthew & Matthew act on behalf of the Estate. There terms are a premium of £3,500 per unit plus legal fees estimated at £750 plus VAT and the fees of the Estate Surveyor.

I look forward to hearing from you.

Yours sincerely,

NIGEL SCHOFIELD
BRUCE CURTIS TURNER AND COMPANY
E-Mail : n@bctsolicitors.com

Direct Phone – 0870-777-4942
Direct Fax – 0870-428-1620

JAMES D. WALKER & HINDS
SOLICITORS

HAMPSHIRE HOUSE,
BOURNE AVENUE,
THE SQUARE,
BOURNEMOUTH.

17

JDW/S.394

17th December, 1970.

Messrs. Dixon, Coles & Gill,
Bank House,
Burton Street,
Wakefield.

Dear Sirs,

Branksome Tower Estate

We are concerned for the proposed Purchaser of land in Lakeside Road, Branksome Park, part of which is subject to covenants imposed by William Vibart Dixon and Harold Whitchurch Mooring Aldridge in 1924 and other parts by covenants imposed by William Vibart Dixon and Thomas Warren Rebbeck in 1915. It would appear that in each case the Vendors were acting as Trustees of the Branksome Tower Estate.

We understand that you were concerned for the Trustees of the Branksome Tower Estate and we have in our possession a copy of a letter written in December 1957 in which you indicated that you did not think there was any binding force in the covenants for registration contained in the titles of the Estate as far as the Trustees were concerned and that the last remnants of the Estate were disposed of when the Road Rents were sold to Mr. Whitelock.

It would be most helpful if you would be good enough to confirm directly to us that the covenants imposed by the Branksome Tower Estate are no longer enforced and perhaps also to confirm that as no part of the Estate was retained, they are not now in fact enforceable.

We shall, of course, be pleased to meet your fee.

Yours faithfully,

JAMES D. WALKER & HINDS

C. E. COLES, M.A. (CANTAB.)
 COMMISSIONER FOR OATHS
 NOTARY PUBLIC
 DEPUTY SHERIFF
 DIOCESAN REGISTRAR
 E. CHAPMAN, B.A. (OXON.)
 COMMISSIONER FOR OATHS

DIXON, COLES & GILL
 SOLICITORS

BANK HOUSE - BURTON STREET
 WAKEFIELD

TELEPHONE:
 WAKEFIELD 73467
 (3 LINES)

OUR REF. CEC/MAG

YOUR REF. JDW/S.394

21st December, 1970.

Dear Sirs,

Branksome Tower Estate

In reply to your letter of the 17th instant, we confirm that we do not consider the covenants can now be enforced and we have in fact told a number of solicitors acting for purchasers of parts of the property the same thing over a number of years and we have not heard that they have encountered any difficulties. As regard the fee we suggest £1. 1. 0.

Yours faithfully,

Dixon Coles & Gill

Messrs. James D. Walker & Hinds,
 Hampshire House,
 Bourne Avenue,
 The Square,
 BOURNEMOUTH,
 BH2 6DR.

Trevanion & Curtis

15 Church Road, Parkstone, Poole, Dorset, BH14 8UF 19

SOLICITORS Commissioners for OathsGeoffrey L. Stofu, LL.B.
Bryan F. Keeping, M.A. (Oxon)
Michael E. Morrow
Gerald M. Gallop

Parkstone 731000 (S.T.D. 0202)

Our Ref. GLS/CN/4911A

Your Ref. RWH/PB

15th September, 1976

Messrs. Rawlins Davy & Wells,
Solicitors,
Rowland House,
Hinton Road,
Bournemouth BH1 2EG

Dear Sirs,

Jolliffe to Hurt
17 Blair Avenue, Parkstone

Further to your recent enquiry we have turned up our file and find that we have nothing in writing concerning the restrictive covenants.

As mentioned on completion we telephoned Messrs. W. E. Brennan & Wilson of Sturminster Newton prior to the auction sale and they informed us that they were the successors of William E. Brennan who disappeared in 1911 and had not been heard of since. The person to whom we spoke (our note does not give his name) said that as far as he was aware the covenants were unenforceable and that he had not dealt with them since he joined the firm in 1948. We hope this information will be of some help to you.

Regarding the original Probate of Mrs. Jolliffe's Will, we confirm that this has not yet been returned to us from Ceylon, but as we understand that Mr. Hurt's title has been registered at H.M. Land Registry we do not think this can any longer be relevant.

Yours faithfully,

TREVANION & CURTIS

ALDRIDGE & BROWNLEE

SOLICITORS WITH NOTARY

89 Wimborne Road · Winton · Bournemouth BH3 7AW
 Telephone (01202) 526343 · Fax (01202) 530875 · DX 7641 W Bournemouth
 www.aldridge-brownlee.co.uk

Messrs Matthew & Matthew

Please ask for: Mr Whitham

DX: 50554
 SOUTHBOURNE

Your Ref: NJW M BACCUS

Our Ref: RWW/HMP-L453/2
 Littlefair

Date: 8 December 2002

Dear Sirs

Re: 1 Kitscroft Road, Kinson, Bournemouth
LITTLEFAIR AND LITTLEFAIR to BACCUS

We refer to the completion of this matter and to our telephone conversation with Mr West concerning the covenants imposed on this title on 5 March 1955 by Lesley Carter. We confirm that this firm acted for Mr Carter in connection with this development and have acted for the Carter family for very many years. Mr Carter himself passed away many years ago and we acted for his executors in the winding-up of his estate. We confirm that there is now no one who would seek to claim the benefit of these covenants and they can be regarded as unenforceable.

We are holding the sum of £170.00 which we collected from our clients in respect of the possibility of taking out indemnity insurance. However, having ascertained the position with regard to the Lesley Carter covenants from our Moordown office, we understand that you are prepared to rely upon this letter and not to seek an indemnity policy. Can you please confirm that this is so and that we may account to our client.

Yours faithfully


 ALDRIDGE & BROWNLEE

Partners: A.J. Parkinson LL.B. T.E.P. · R.W. Whitham (Notary) · A.N. Pitt M.A. (Oxon)* · R.A. Hall LL.B. T.E.P. · J.A. Giles B.A. T.E.P.
 P.A. Griffin B.A. · A.M. Cook LL.B. *** · Mrs. L.C.E. Barton LL.B. (SFLA Trained Mediator) ** *Associate:* P. Kirk B.Sc. LL.B. *** · A.P. Lilley B.Sc.
Solicitors: Mrs. K. Sanders · Mrs. T.J. Hall LL.B. ** · Mrs. J.M. Irish * · Mrs S.L. Marshall LL.B.

Practice Manager: W.E. Howlett ACIB

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Also at: 13 Christchurch Road, Lansdowne · 912 Wimborne Road, Moordown · 283A Lymington Road, Highcliffe
 ☎ 01202 - 294411 ☎ 01202 - 527008 ☎ 01425 - 282150

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5 Parkstone Road
POOLE
Dorset
BH15 2NL

DX 07602 Poole

Dickinson Manser

Solicitors

Telephone: 01202 673071

Fax: 01202 680470

www.dickinsonmanser.co.uk

Ellis Jones
DX 138562
BOURNEMOUTH



Our Ref: MJD/WLH/mis
Your Ref: JWC/FMC/14Parkstone Heights
Date: 11 February 2008

Dear Sirs

The Estate of the Late Horace William Clark

Thank you for your letter of 25th January which has been passed to the writer for attention. This Firm is not acting in the Estate, nor do we hold a Will for the deceased.

We do hold a deed packet for Parkstone Heights which contains Land Certificates for Title P194333 and P162749, which appear to be the main access road. This is jointly held in the names of the deceased, Arthur John Dacombe and Harry Child.

There is a covenant release in 1961, but no evidence of further dealings. We believe that Luff Brook Carter may be able to give you further information as to the current status of enforceability.

Yours faithfully

Dickinson Manser

Dickinson Manser

Direct Dial: 01202 339007
Direct Fax: 01202 339022
m.daniels@dickinsonmanser.co.uk

Partners: Gary Cox Richard Killer Gary Pick Mark Daniels Gareth Yeoman Andrew Carswell
Consultants: Roger Oakes Richard Cake
Offices also at: 221 The Broadway, Lower Blandford Road, Broadstone, BH18 8DN



Sylvia M. Carter LL.B. Neil A. Curtis LL.B.

Associate Solicitor: Graham A. Welsby B.A. Oxon
Consultant (Non Practising): J. Neil Sorton M.A Oxon

Telephone: Ferndown (01202) 871311
DX 45154 Ferndown

Your ref: JC.PB.6584.21Gorsehill Our ref: SC.SR. Clark

Date: 9 March, 2007

Dibbens
DX.7610
BOURNEMOUTH

Dear Sirs

21 Gorsehill Road Poole

We refer to your letter of 24 November 2006 and our subsequent telephone conversation.

We confirm that we act on behalf of Norman John Clark, the Personal Representative of **Horace William Clark**, referred to in the Transfer of the 1 July 1931, and confirm that he no longer owns any land adjoining the **Gorsehill Estate** which would have the benefit of the covenants contained in the 1931 conveyance.

We do not, however, act on behalf of Henry Edwin Corbin and cannot therefore speak for him but have no deeds held on behalf of H W Clark and H E Corbin.

We trust this information is of assistance.

We enclose a note of our charges.

Yours faithfully

LUFF BROOK CARTER

Solicitors and Commissioners for Oaths

LUFF BROOK CARTER

-9 DEC 1994

521 Ringwood Road
Ferndown, Dorset BH22 9AQ

Sylvia M. Carter LL.B.
Graham A. Welsby B.A. Oxon Associate

Telephone: Ferndown (01202) 871311
DX 45154 Ferndown

Your ref:

Our ref: SC.SR.

Date: 8 December 1994

Mr John Lloyd
DX.50552
SOUTHBOURNE

When telephoning
please ask for:
Mrs. Carter

Dear John

re: Restrictive Covenants

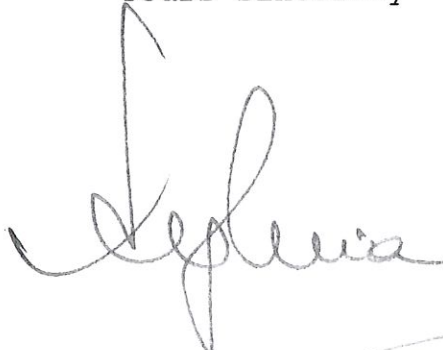

The idea of a Local Directory is an excellent one and I am assuming you already have information on the obvious ones such as Lord Wimborne but I have recently acted in the Estate of the late **Horace William Clark** who died aged 91 in 1989.

During his lifetime he was responsible for several developments in the Poole, Bournemouth and Wimborne area sometimes with other developers and any covenants imposed by him would be enforceable by his son Norman John Clark for whom we also act.

Some covenants were imposed by **Ralph Victor Whiffen** who developed certain areas in Poole with Horace Clark and his estate is represented by Dickinson Manser (ref GMP.RPW.CEC) of DX.07602 Poole.

I trust this information is of some use.

Yours sincerely

AJO

PHB/JMS

1st September, 1983

Dear Mr. Gwyn-Evans,

Land at Woodside, Lymington Road, New Milton, Hants

We act for Colten Developments Limited who are negotiating the purchase of land at Woodside, Lymington Road, New Milton, Hants as shown edged red on the plan attached to this letter.

From the information supplied to us by the Vendor's solicitors it would appear that the property is, or may be, subject to restrictive covenants imposed by a Conveyance dated 30th March 1927 made between Frances Eleanor Frinton, Henry George Willinck and Charles Rice Iltyd Nicholl of the one part and George Frederick Wray of the other part. A copy of that Conveyance is enclosed, with the restrictive covenant appearing in the Second Schedule. It appears that on 8th June 1962 a Deed of Modification was entered into between Peter Claude Voudrey Barker-Mill of the one part and the present Vendor, Arthur Henry White of the other part. A copy of that Deed of Modification is also enclosed from which you will see that Mr. Barker-Mill is expressed to be the person now entitled to the benefit of the 1927 restrictive covenants, and as such one of the covenants was, by the 1962 Deed, modified.

Colten are purchasing the land for the purposes of residential development, essentially as an extension to the Ashington Park Estate of which you are already familiar. In that connection certain of the 1927 restrictive covenants are restrictive of the proposed development. In particular clause 1 of the Second Schedule of 1927 Conveyance which restricts the number of dwellings to be erected on the land to two and clause 2 which, as amended by the 1962 Deed of Modification, prescribes a 60ft building line from Lymington Road.

We are instructed to write to you to ask whether Mr. Barker-Mill would be prepared to vary or release these two restrictive covenants in order to permit the development proposed by Colten. If you require further information regarding the proposed development may we suggest that you speak direct to Mr. Adrian Otten at Colten's.

Yours faithfully,

C. Gwyn-Evans, Esq.,
Longdown Estate Management Services Ltd.,
Longdown,
Marchwood,
Southampton,
HANTS SO4 4HH

COPY

THIS COURT DOTH DECLARE that neither the freehold property known as Solent Court Hotel Cliff Road Milford on Sea Hampshire nor the freehold property known as Sea Pines Cliff Road aforesaid is subject to any of the restrictions contained in a Conveyance dated 30th June 1887 and made between William Cornwallis West of the first part Richard Thomas Lloyd Edmund Burke Wood and Richard Myddleton Biddulph of the second part Sophia Smyth of the third part and Thomas Rashley of the fourth part which is the exhibit marked B referred to in the first of the said Affidavits.

AND THIS COURT DOTH DECLARE that the said freehold property known as Sea Pines is no longer subject to any of the restrictions contained in the two Conveyances next hereinafter specified or in either of them that is to say the Conveyance dated 15th February 1888 and made between Thomas Rashley of the one part and Samuel Edgar of the other part which is the exhibit marked G referred to in the first of the said Affidavits and the Conveyance dated 6th June 1890 and made between Thomas Rashley of the one part and Stanley Grantham Hill of the other part which is the exhibit marked H referred to in the first of the said Affidavits.

1963 H. No. 2769

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
GROUP A

IN THE MATTER of the Freehold Properties
known as "Solent Court Hotel" and "Sea Pines"
Cliff Road, Milford-on-Sea, Hants.

--- and ---

IN THE MATTER of The Law of Property Act 1925

I, VALENTINE OWEN ARNOLD of the Estate Office, Milford-on-Sea, Lymington in the County of Hants, partner in the firm of Jackman & Masters, Estate Agents, MAKE OATH and SAY as follows:-

1. I have known Milford-on-Sea for over 60 years and have lived and practised here for about 44 years. My firm were Agents to the Cornwallis -- West Family long before I joined them in 1919 and I then handled all business in connection with their Estate until every part of it had been disposed of. I make the statements herein contained from knowledge I have acquired whilst so acting.
2. The Newlands Manor Estate development plans commenced, I believe, about the year 1887 and I believe that a few individual plots were sold in and around the Cliff area but the principal purchaser of land from the estate was Mr. Thomas Bashley, who bought about 40 acres in various blocks. He it was, too, who built the Hotel Victoria at the corner of Cliff Road, and Cornwallis Road in the year 1887 to commemorate the Queen's Golden Jubilee and several houses fronting Cliff Road, Victoria Road, Whitby Road, Kivernells Road, New Valley Road, Sharvells Road and Shorefield Crescent. In some cases Mr. Bashley's firm built houses under contract to customers, while others were built and afterwards sold. In

fact, I sold the few remaining plots after the 1918 War, the last one being about the year 1928.

3. All houses built on land sold by the Estate are still in existence, most of the earlier ones being subject to fairly severe restrictive covenants, but, between the 1918 and 1939 Wars a gradual change came over the development of Milford-on-Sea. In the year 1920 the remainder of the Cornwall-West Estate was offered for sale by Auction some 2,000 acres and the bulk of the property was sold. Finally, the last item belonging to the Estate was disposed of, so far as I can remember, in about 1936 and the family now has no interest whatever in Milford-on-Sea.

4. Over the years the requirements of Applicants for property changed, and, instead of the large garden required mainly for privacy in the past, the size of plots were reduced as much as possible and today the very minimum is required. This had the effect of not only developing existing land with a greater density, but many owners of large gardens (which had now become unmanageable), sold off part of their land for development and that in spite of restrictive covenants. In some cases Major Cornwallis-West signed documents releasing the restrictive covenants entirely, for which he charged a fee, but since he no longer had any interest here, most owners felt that such documents had no real value and indeed a great many variations occurred without any legal document of release.

5. Not only has the development of Milford been spasmodic but the original plan of development has been very largely altered. Roads shown on the original plan were never made and others not provided for were actually made. The size and shape of plots was not adhered to, in fact, it was a recognized thing for applicants for land to be met as far as possible by varying plots to suit their requirements.

6. After 1945 Applicants have required the smallest possible plot and recent development in some parts of Milford-on-Sea has increased the density from about one to the acre to 6 to 8 to the acre in spite of restrictive covenants.

7. In the immediate area of Sea Pines and the Solent Court Hotel the following variations have taken place:-

- (1) Brownleaves, Cliff Road, Previously one private house, now converted to 5 flats and 2 further detached houses built in the garden.
- (2) Brierrfield, Cliff Road. The adjoining property to the above and with Sea Pines on the West. Originally two plots with one house on them. Now converted to 2 flats and a maisonette; 2 detached houses built in the garden and a further plot sold to Wing Commander Bailey which is included with the Solent Court and Sea Pines development plan.
- (3) Quainton, at corner of Cliff Road and Cornwallis Road. Plot originally sold for one private house. This has been converted to 4 flats and a block of 4 flats is now being built in the garden.
- (4) Maryland, Cliff Road, Formerly Gorse Cliff, a private house now a Convent.
- (5) Broomsquires, Cliff Road. Formerly Escart, a private house. Now let on Lease as such but used as a private hotel.
- (6) Camdenhurst Hotel, Cliff Road. Formerly a private house of that name. A fine was paid to Major Cornwallis-West to vary the restrictions to enable the premises to be used as an hotel. A second house, Dial House, adjoining Camdenhurst has since been purchased and connected to the original building. This was subject to the same restrictive covenants but no release has been asked for as there is now

no representative of the Cornwallis-West family to whom one can apply.

- (7) Miramar, Cliff Road. Originally a private house, now converted to 6 flats. Land fronting Pless Road restricted to 5 dwellings, now has 6 and room for 3 more.
- (8) Staward Pele, Cliff Road. Originally a private house known as Eversley and later Fathoms. Converted to 3 flats.
- (9) Lydgate Hotel, Cliff Road. Previously a private house known as Heckfield; renamed GLOWANLEA and used as a Boarding House and now a private Hotel with outside advertising.

The foregoing are all situated in Cliff Road with similar, but not always identical, restrictive covenants imposed by the Cornwallis-West Estate and, as far as we are aware, no variation or release has been asked for except in the case of Camdenhurst Hotel. Also near and at the rear of Sea Pines and fronting Victoria Road are the following:-

- (10) Longcliff. Originally a private house with frontage both to Victoria Road and to Whitby Road on the north. Converted to 5 flats, the garage has been converted to a bungalow and another private house has been built in the garden fronting Whitby Road.
- (11) Lothians. A bungalow built in the garden of South Lea, Victoria Road, originally sold for one private house and house is now used as a small Preparatory School.
- (12) Coolgrena. Situated at the corner of Victoria and De la Warr Roads, private house converted to two flats.
- (13) Seaborne Hotel, Park Lane. Built as a private house on the Rookcliff Estate (not owned by the Cornwallis-Wests) but with the usual restrictive covenants to be

used only as a private dwellinghouse. Now an hotel and outside advertisements to this effect.

A little further to the north of Sea Pines and fronting Whitby Road, the following variations, without licence, have been established:-

(14) St. Georges Nursing Home, Whitby Road. A large private house with the usual restrictive covenants, converted to a Nursing Home some years ago and still used as such.

(15) Scotswood. A private house with similar covenants situated opposite the last named and used as an Annex to St. Georges Nursing Home.

8. The foregoing are examples where the restrictive covenants have been varied or ignored on premises situated in the same area as Sea Pines and mostly within a quarter of a mile of this property. There are many other instances in Milford-on-Sea, but further afield, where the restrictive covenants have been ignored, but Planning Permission having been obtained, irrespective of any covenants, would appear to satisfy purchasers and presumably their legal advisers.

9. So far as I am aware, no owner of property in Milford-on-Sea has ever made an Application to the High Court under Section 84 ("2") of the Law of Property Act 1925 for a Declaration that no enforceable covenants now subsist, nor has any similar Application apparently been made to the Lands Tribunal.

10. The changes in the development of the district over the years can to some extent be assessed from a perusal of the Ordnance Survey Sheets. The material Sheet of the Revision of 1939 is exhibit A to the Affidavit of Cyril Clark and Harold Grenville Walker sworn herein on the 18th day of October 1963. There are now produced and shewn to me marked "V.O.A.1", "V.O.A.2." "V.O.A.3" and "V.O.A.4" respectively true copies of the material Sheets from:-

- (i) The original survey of 1867
- (ii) The revision of 1896
- (iii) The revision of 1907, and
- (iv) The revision of 1931.

S W O R N at New Milton
in the County of Hants
this 23rd day of October
1963,

V.O. Arnold

Before me,

L. Weaver Jones

A Commissioner for Oaths

C. D. M. ALLIS WES

32

1963 H. No. 2769

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

GROUP A

IN THE MATTER of the Freehold
Properties known as "Solent
Court Hotel" and "Sea Pines"
Cliff Road, Milford-on-Sea,
Hants.

--- and ---

IN THE MATTER of The Law of
Property Act, 1925.

COPY

file

A F F I D A V I T -of-

VALENTINE OWEN ARNOLD

Sworn the 23rd day of October, 1963

Filed the day of October, 1963

Vivash Robinson & Co.,
3/4 Clement's Inn,
Strand,
LONDON, W.C.2.

Agents for:-
Harold G. Walker,
Office Chambers,
Lansdowne House,
BOURNEMOUTH.

Mandy Davidson

From: Mandy Davidson <mandy@bournemouthlaw.com>
Sent: 30 May 2013 08:23
To: 'Dudley, Katie'
Subject: RE: Restrictive Covenants Register

Thanks for letting me know.

Best wishes

Mandy

Mandy Davidson
Bournemouth & District
Law Society

Borough Chambers, Fir Vale Road, Bournemouth, Dorset BH1 2JJ

Tel: 01202 587551 **Fax:** 01202 587552 **Email:** office@bournemouthlaw.com **Web:** www.bournemouthlaw.com

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From: Dudley, Katie [<mailto:KED@dmsolicitors.co.uk>]
Sent: 29 May 2013 15:17
To: Mandy Davidson
Cc: Love, James; Cox, Gary
Subject: Restrictive Covenants Register

Dear Mandy

We have an update for the next edition of the register please.

In the entry relating to Bruce Donald Pearce Sunderland/Marsuck Manser/Courtney Dickinson (also cross-referenced to Elms Estate), the covenants not forming part of the Elms Estate are no longer considered enforceable because the Sunderland Trust has been wound up and all property sold (2007).

Please let me know if you need any further information.

Kind regards

Katie Dudley
Associate
Dickinson Manser LLP
Direct dial 01202 642856
ked@dmsolicitors.co.uk

LE BRASSEUR & OAKLEY,
Solicitors

11 Great Russell Street,
LONDON, W.C.1.

Our Ref: HFC/MFC
Your Ref: FANS/WS

15th December, 1967.

Messrs. Williams, Thompson & Clinger,
294a Lymington Road,
Highcliffe on Sea,
Hants.

Dear Sirs,

Thank you for your letter of the 12th instant.

We acted for the Alphinston Family Trustees in connection with the estate called "The Chewton Glen" estate which was situated in and around Chewton Common, Highcliffe, and was sold off in plots under a building scheme, but we are in some difficulty in that such records as we now have here are by no means complete. We however know that in the Conveyances to purchasers in 1921 to 1923 there were covenants to observe and perform building stipulations and conditions.

It is true that the Trustees and Vendors are all now dead and it is ¹⁰our view questionable since the Trust has long since been wound up whether the representatives of the former Trustees and Vendors are capable of enforcing such covenants having regard to the fact that they have long since parted with all interest in the Estate. Such covenants might however be enforceable by adjoining owners, but as we believe the Conveyances of the Estate contained the right to the Vendors to vary them if they were so minded, this might be some way towards negating the theory of a building scheme. There is no one now to whom plans should be submitted, but in making such a statement we must not be presumed to be waiving such rights (if any) as may still be vested in the Trustees or their representatives, nor are we to be held personally liable in any way should it be ultimately found that there is some person capable of calling for plans and enforcing the covenants.

Yours faithfully,
LE BRASSEUR & OAKLEY.

EDD JC

ON 20/20

The Red House
1A Brudenell Road
Poole, Dorset
BH13 7NN

Miss C. Standley
Planning Design & Control Services
Borough of Poole
Civic Centre
Poole
BH15 2RU



4 September 2006

Dear Sir/Madam

Re: Proposed development at 2A Brudenell Avenue, Poole
Your ref: 06/11406/022/F

We understand that a planning application has been made for demolition of the above property and the building of a new house. The design of the new house is totally out of character with the surrounding properties. All the houses that surround the proposed house have pitched roofs, not flat roofs as in the proposal. The front elevation on to Shore Road is out of character with the existing traditionally built properties along that part of the road.

The existing house consists of two storeys with a pitched roof. The proposed house has three storeys which would increase the overall bulk of the property. The third floor would affect the privacy of the surrounding properties.

However, we would point out that we do hold Covenants over the whole of the **Flag Farm Development** i.e. 2A Brudenell Avenue, 2 Brudenell Avenue and 2A Brudenell Road, which we have placed in the hands of our Solicitors. We do not, therefore, believe that this proposed development will be permitted to go ahead.

Yours faithfully

John Hague/Susan Cole

Louise face to
John Crayford.

DUCHANAN & LLEWELLYN

SOLICITORS

COMMISSIONERS FOR OATHS

**KENNETH O. S. LLEWELLYN
NORMAN N. READ
I. O. M. BECKWITH
H. A. G. ACTON**

CONSULTANT - R. D. DUCHANAN, M.A. (CANTAB)

**AND AT
8, BEAHORN ROAD, WESTBOURNE
(WESTBOURNE GU14 8)
10, CHRISTCHURCH ROAD, LANSDOWNE
(BOURNEMOUTH PO14 8)**

ABCHURCH CHAMBERS,

ST. PETER'S ROAD,

BOURNEMOUTH,

BH1 2LF.

IB/LT

R/JR/KW/AB.365

19th May, 1972

Dear Sirs,

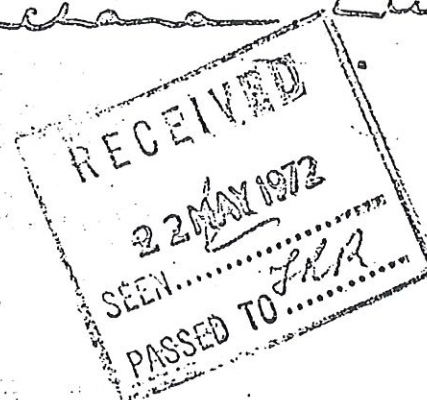
The Brackens, 136 Springdale Road

We thank you for your letter of yesterday's date with enclosures as stated and we note all you say. In point of fact the Trustees of **C.A.D. George** deceased no longer own any land at Corfe Mullen and they are no longer able to enforce the covenants. However we feel quite sure that there would be no objection to the proposed development and proposed wall and we do not think that a formal Deed need be entered into. We return your enclosures.

Yours faithfully,

B. Llewellyn

Messrs. Luff, Raymond & Williams,
Solicitors,
31 West Street,
Wimborne Minster,
Dorset.



*Re Duke
George
Covenants*

TELEPHONE: BOURNEMOUTH (0202) 23666

BUCHANAN & LLEWELLYN

ABCHURCH CHAMBER

ST. PETER'S RO.

BOURNEMOUTH

BH1 2LF

IB/GC

30th October, 1980.

SOLICITORS
COMMISSIONERS FOR OATHS

NORMAN N. READ
I. C. M. BECKWITH
R. J. GOMERSALL
M. A. G. ACTON

ASSISTANT SOLICITORS
J. R. RANCE
A. G. TURLE

CONSULTANT
KENNETH G. S. LLEWELLYN

AND AT
SEA POOLE ROAD, WESTBOURNE
10 CHRISTCHURCH ROAD, LANSBOWNE

Your Ref: PB/SC/ML104A

Dear Sirs,

re: 16 Herbert Road, Westbourne.

We thank you for your letter of yesterday's date, the contents of which we note. We are able to confirm that we did indeed act for the late Mr. C.A.D. George and, so far as we are aware, the covenants mentioned by you are no longer enforceable.

Yours faithfully,

Buchanan & Llewellyn

Messrs. Andrews, McQueen & Co.,
33 Commercial Road,
Parkstone, Poole, Dorset,
BH14 OHX

Buchanan & Llewellyn

Solicitors & Commissioners for Oaths

Abchurch Chambers, St. Peter's Road
Bournemouth BH1 2LF

Telephone: Bournemouth (0202) 295751 (5 Lines)

IB/GC

TL DJM WAN.0495

23rd August, 1983.

Dear Sirs,

Heatherlands, 1 Ivor Road, Coffe Mullen.

We thank you for your letter of yesterday's date, the contents of which we note. Our firm took over Messrs. Gosling & Bunton many years ago and we did act for the late Mr. C.A.D. George and subsequently for his Trustees. We are of the opinion that the covenants are in fact no longer enforceable and hope that this is of assistance to you.

Yours faithfully,

Buchanan & Llewellyn

Messrs. Luff Raymond & Williams,
31 West Street,
Wimborne Minster,
Dorset, BH21 1JT.

RECEIVED 24 AUG 1983

Norman N Read, I C M Beckwith, R J Gomersall, H A G Acton
Associates: J R Rance, P J Williams
and at St. Swithuns Chambers, 19 Christchurch Road, Lansdowne, Bournemouth & 52A Poole Road, Westbourne, Bournemouth



I, ALBERT HENRY WHITE of St. Margarets", Broadstone in the County of Dorset Builder do solemnly and sincerely declare as follows:-

1. I have been resident at Broadstone for the past forty years and have been in business in the same place as a Builder during the whole of that time.

2. I know and am well acquainted with the lands which form part of what is known as The Hillbourne Estate, Broadstone and I have purchased several portions of the land forming part of the said Hillbourne Estate.

3. The original owners of the said Estate were George Cole of Broadstone aforesaid Gentleman, Edward Dyke of Bournemouth in the County of Southampton Gentleman James Henry Moore of Bournemouth aforesaid Architect and Thomas Bodley Scott of Bournemouth aforesaid Surgeon who purchased the said Estate in or about the year 1890 and sold it off in plots.

4. In the Conveyance of the plots which were sold off the said owners of the Hillbourne Estate imposed certain restrictive covenants and conditions including a Covenant that no building should be built on the plots sold until the plans of the proposed buildings had been approved in writing by the Owners or their Surveyor.

5. All the Owners of the said Estate are now dead and to my knowledge there is no one now living who can or will enforce the restrictive and other covenants imposed upon the plots forming part of the said Estate and for many years past it has been impossible to get any plans of buildings erected on plot forming part of the said Estate approved.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

DECLARED by the above named ALBERT HENRY WHITE at Broadstone in the County of Dorset this 13 day of June 1929
Before me, M. Raymond

Albert Henry White

a Commissioner for oaths

186 2/6 June 1929

Dwango

15 June 1929

40

13 6 29

Declarations and
Restorative Circuits

11

JPH/EEH

13th November, 1982

Messrs. Taylor Willcocks Zabell & Co.,
Solicitors,
110, Church Hill Road,
CHEAM.
Surrey.

Dear Sirs,

We act for the owner of a property fronting Shore Road and Bradenell Avenue at Poole, Dorset. This property is subject to covenants granted in favour of Mr. and Mrs. J.J. Joass by a Deed of 1933.

We note that Messrs. Taylor Willcocks & Co. of 218, The Strand, acted for Mr. and Mrs. Joass at that time.

We believe that these covenants are no longer enforceable but it would be appreciated if this could be confirmed. We should be grateful, therefore, if you would advise whether or not you still act for the Joass family and, if not, whether you know of the Solicitors at present acting.

Thanking you in anticipation for your assistance,

Yours faithfully,

LESTER & RUSSELL

DNF

PARTNERS
E. R. PYKE, LL.B.
H. W. EAMES, M.A., LL.B.
C. J. THORPE

TAYLOR, WILLCOCKS, ZABELL & CO
SOLICITORS

COMMISSIONERS FOR OATHS

TELEPHONE: 01-644 9612

110, CHURCH HILL ROAD,
CHEAM, SUTTON,
SURREY, SM3 8NB
ALSO AT
10, UPPER MULGRAVE ROAD, CHEAM.

YOUR REF. JPH/MEH.

IN REPLY PLEASE QUOTE

J.101.

16th December, 1982.

Dear Sirs,

Re: Mr. and Mrs. J.J. Joass.

Thank you for your letter of the 18th November. We have looked into this matter and cannot find that we now act for any member of the Joass family.

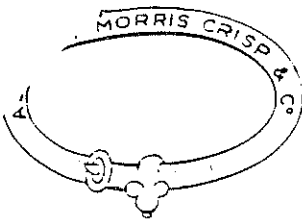
We acted for Mr. and Mrs. Joass in 1933 and also in 1948 when we registered the death of Mrs. Joass.

Plymouth District Land Registry informed us in 1974 that Messrs. Ashurst Morris Crisp & Co., of 17 Throgmorton Avenue, London, E.C.2. dealt with property in the area in 1956 following the death of Mr. Joass. Our charges in this matter are £5-75 including VAT.

Yours faithfully,

Edward Willing Zbell

Messrs. Lester & Russell,
23, Old Christchurch Road,
Bournemouth,
Dorset. BH1 1BE.



TELEPHONE: 01-247 7668

TELEX: 887067

TELECOPIER: 01-247 4637

*Broadgate House,
7, Eldon Street,
London, EC2M 7HD*

M. R. LAMPARD	M. A. F. MACPHERSON
M. G. H. BELL	J. N. MAY
R. B. JAMES	J. YOLLAND
C. A. GANE	D. E. P. ALBERT
M. J. A. THUM	G. M. PICKERILL
B. M. WALKER	J. S. S. SMYTH
L. D. RUTMAN	G. S. GREEN
A. J. SOUNDY	C. J. AMOS
C. D. CROSTHWAITE	D. R. PERKS
I. R. SCOTT	C. M. CROSTHWAITE
E. C. A. SPARROW	

OUR REF LR/AT/Gen.

YOUR REF JPH/MEH

7th February 1983

Messrs. Lester & Russell,
23 Old Church Rd.,
BOURNEMOUTH,
BHI IBE

Dear Sirs,

We thank you for your letter of the 31st ult. Unfortunately we do not think we are able to afford you any assistance. We do not appear to currently act for the Joass family nor do we know of any solicitors who now act on their behalf. We do indeed appear to have acted in or about 1956 in connection with the winding up of the Estate but we are not able to assist you with regard to the property to which you refer in your letter.

Yours faithfully,

JPH/MEE

LR/AT/Gen

23rd February, 1983

Messrs. Ashurst Morris Crisp & Co.,
Solicitors,
Broadgate House,
7, Eldon Street,
LONDON.
EC2M 7HD

Dear Sirs,

re: Joana.

We thank you for your letter of the 7th instant, and note that you are unable to assist us with regard to this matter. We are obliged to you, however, for your endeavours in trying to trace the property transaction.

Yours faithfully,

LESTER & RUSSELL

IM/MW/CR/S 209

ENJ/JP

23rd April, 1982

Messrs Preston & Redman,
Solicitors
Hinton House
Hinton Road
Bournemouth
BH1 2DP

Dear Sirs, re: Lilliput Management Limited

We are instructed by Dr and Mrs J.C. Smith, the owners of a property known as "Fairford" 4 Shore Road, Poole, Dorset.

Our clients' property consists of a house, and its surrounding garden, plus an additional area of garden to the rear which effectively comprises a building plot fronting Brudenell Road.

The two parts of our clients' property are registered at H.M. Land Registry under separate title numbers.

Each part of the property is stated to be subject to certain covenants and stipulations contained in a Conveyance on Sale dated 10th October 1925 the Conveyance being made between the Right Honourable Napier George Henry Baron Alington (1) the Right Honourable Frederic Baron Wolverton and the Right Honourable Arthur Robert Baron Hillingdon (2) John James Joass and Mary Widdicombe Joass (3).

We believe, from previous dealings with your firm in relation to 6/8 Alington Road, Poole, (back in 1979) that Lilliput Management Limited is now entitled to the benefit of covenants imposed by Baron Alington in the 1925's and 1930's in respect of the Crichton Estate. Is this information still correct?

Could we ask you please to advise whether Lilliput Management Limited is entitled to the benefit of the covenants imposed in the above quoted Conveyance.

If this is the case then perhaps you can answer a query.

It is not immediately apparent from our clients' Land Certificate precisely how much land was conveyed by the said Conveyance of 10th October 1925. It would seem that probably several "plots" were thus sold. The covenants imposed by that Conveyance on the various plots sold included the following provisions:-

"(b) The houses to be erected on the land shall each contain a floor area of not less than 1500 square feet and not more than two houses with the necessary outbuildings shall be erected on each plot. The cost of each of such houses to be erected on the said plots and appertenance shall be not less than £1,250. Sand faced, red tiles or gray or green slates shall be used in all cases for roof covering.

(f) No timber or trees shall be allowed to grow to such a height on the land that they shall in the opinion of the Vendor or his agent unduly interfere with the existing sea views of or from any adjoining property of the Vendor who shall be entitled to

call upon the Purchasers to lop top^{as} remove any tree or trees growing upon the said land which shall so interfere with such sea views as aforesaid and no house or building shall be erected upon the said land containing more than one storey above the ground floor."

Our clients are proposing to offer, by auction, their property for sale as two lots, lot 1 being the house and its immediate garden, and lot 2 being the building plot adjoining Brudennel Road.

May we ask you please to advise:-

1. Whether the description "on each plot" as stated in the quoted clause (b) above would have been intended to have referred to the entirety of the piece of land running from Shore Road through to Brudennel Road. In this regard is it possible for you to please supply us with a full copy of the Conveyance of 10th October 1925, or at the very least a plan showing the "plots" conveyed thereby?
2. With reference to clause (f) as quoted above it would seem that no licence to vary the covenant would be required provided that any building erected on the plot was no more than a total of two storeys in height. Can you please confirm that this is agreed.

Subsequent to the purchase, in 1925 by Mr and Mrs Joass it would appear that the area of land purchased by them was subsequently sub-divided. It is probable that the original Alington plots were individually sold off. Various sets of covenants were imposed by Mr and Mrs Joass in the mid 1930's when this land was re-sold. Our clients predecessor obviously purchased, from Mr and Mrs Joass, by two separate Transfers, the two pieces of land which our clients currently own (namely the house and its immediate garden, and the building plot to the rear).

Under these 1930 covenants approval of plans is required from Mr and Mrs Joass in respect of any building erected.

We are wondering if you have any information please as to who is now entitled to the benefit of the Joass covenants. Are you aware of any Solicitors who might be acting to whom an application for approval of plans might be submitted?

Any useful information would be appreciated please.

An early reply would be appreciated.

Yours faithfully,

MILLER HOWARD

JAMES R BUCHANAN
L E N NEVILLE-JONES
NOTARY PUBLIC
F J CLOUGH LL B LOND
D J E NEVILLE-JONES
NOTARY PUBLIC
JOHN J BUCHANAN
T M LEA
ASSOCIATE
W J LONGMAN
CONSULTANTS
O C PRESTON, WA (0202)
J N GRANGE-BENNETT, WA (0202)

PRESTON & REDMAN
Incorporating MAITLAND DURANT & GRANGE-BENNETT
AND
SALT HOWARD & YOUNG

SOLICITORS

TELEPHONE:
BOURNEMOUTH (0202) 26731 & 21375

HINTON HOUSE
HINTON ROAD
BOURNEMOUTH
BH1 2DP

OUR REF ENJ/HRII/BJM

YOUR REF IM/MW/CR/S 209

27 April 1982

Dear Sirs

LILLIPUT MANAGEMENT LIMITED

We thank you for your letter of 23 April.

We will be pleased to assist you once you have confirmed you will pay our costs in this matter.

Yours faithfully



Miller Howard
Solicitors
11 Parkstone Road
Poole
Dorset BH15 2NN

MW/CR/S 209

ENJ/MM/BJM

29th April, 1982

Messrs Preston & Redman
Solicitors
Hinton House
Hinton Road
Bournemouth
BHI 2DP

Dear Sirs, re: Lilliput Management Limited

We thank you for your letter of the 27th April, the contents of which are duly noted.

We confirm that we shall be pleased to pay your reasonable costs in this matter, and await to hear from you generally please.

Yours faithfully,

MILLER HOWARD

JAMES V. BUCHANAN
 E. M. VILLE JONES
 J. J. JONES
 J. E. NEVILLE JONES
 JOHN J. BUCHANAN
 T. M. LEA
 ASSOCIATE
 W. J. LONGMAN
 CONSULTANTS
 D. C. PRESTON M.A. (HON.)
 J. M. GRANGE-BENNETT M.A. (HON.)

PRESTON & REDMAN
 Incorporating MAITLAND DURANT & GRANGE-BENNETT
 of 5 HINTON ROAD
 SOLICITORS
 TELEPHONE:
 BOURNEMOUTH (0202) 26731 & 26354

HINTON HOUSE
 HINTON ROAD
 BOURNEMOUTH
 BH1 2DP

(MAITLAND DURANT & GRANGE-BENNETT: BOURNEMOUTH 26301)

OUR REF ENJ/MRM/BJM

YOUR REF MW/CR/S 209

6 May 1982
 Dict'd 30 April 1982

Dear Sirs

4 SHORE ROAD POOLE
 DR and MRS J C SMITH and LILLIPUT MANAGEMENT LIMITED

Thank you for your letter of the 29 April 1982.

We confirm that Lilliput Management Company Limited claim to be entitled to the benefit of the covenants imposed in the Conveyance of 10 October 1925 and in respect of the Alington Estate. The Company which was formed by the Alington Family owns two pieces of land to which the benefit of the covenants is annexed. The title of the Company to the land is well known and no abstract of its title will be provided.

We enclose a copy of the 10 October 1925 Conveyance and a copy of the Deed of Release dated 19 November 1925 and made between the same parties. A comparison of the plans in these Deeds with the Land Certificate plan will tell you whether a licence to vary the covenants is needed with regard to the number of the houses on the plot. As you did not supply us with a copy of the plan on your client's Land Certificate, we cannot tell which of the plots sold by Mr and Mrs Joass refer to 4 Shore Road. However we agree with your conclusions as regards clause (f) in relation to the height of the house built.

We are unable to assist you as to who is entitled to the benefit of the Joass covenants, although if you could trace the present location of Taylor Willcocks & Co Solicitors, who acted as Mrs Joass's Attorney in the Deed of Release,

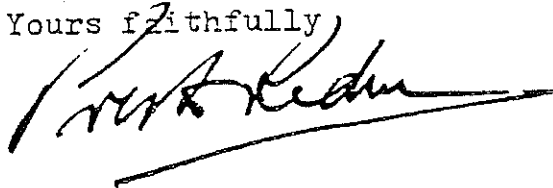
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6 May 1982
Dict'd 30 April 1982

Messrs Miller Howard

they might be able to assist you, as they appear to be
Mrs Joass's Solicitors.

Yours faithfully,

A handwritten signature in dark ink, appearing to read 'Peter Keane', is written over a horizontal line.

Messrs Miller Howard
Solicitors
11 Parkstone Road
POOLE
Dorset
BH15 2NN

encs

JAMES R BUCHANAN
 C E H NEVILLE-JONES
 (NOTARY PUBLIC)
 R J CLOUGH LL B (LOND)
 O J E NEVILLE-JONES
 (NOTARY PUBLIC)
 JOHN J. BUCHANAN
 T M LEA

ASSOCIATES

W J LONGMAN

CONSULTANTS

D. C. PRESTON, M.A. (LOND)
 J. M. GRANGE-BENNETT, M.A. (CANTON)

PRESTON & REDMAN

Incorporating MAITLAND DURANT & GRANGE-BENNETT
 AND
 SALT HOWARD & YOUNG

SOLICITORS

TELEPHONE:

BOURNEMOUTH (0202) 25731 & 21375

HINTON HOUSE
 HINTON ROAD
 BOURNEMOUTH
 BH1 2DP

OUR REF ENU/MR/BH1

YOUR REF EN/CR/S 209

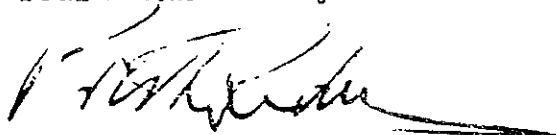
18 May 1982
 Dated 17 May 1982

Dear Sirs

4 SHORE ROAD POOLE
 DR and MRS J C SMITH and LILLIPUT MANAGEMENT LIMITED

Further to our letter of 6 May we will be glad if you will please let us know whether a Licence to vary the covenants is required.

Yours faithfully



Messrs Miller Howard
 Solicitors
 11 Parkstone Road
 POOLE
 Dorset
 BH15 2NN

MW/LP/S209

ENJ/MM/BJM

7 June 1982

Messrs Preston and Redman
Solicitors
Hinson House
Hinton Road
BOURNEMOUTH
BH1 2DP

Dear Sir

4 SHORE ROAD, POOLE
DR & MRS J C SMITH & LILLIPUT MANAGEMENT LIMITED

We thank you for your letters of 6 and 18 May with enclosures, the contents of which are duly noted. We are obliged to you for the information supplied, and in particular for the copy deeds supplied.

Having checked the appropriate dimensions, both with our clients' deeds and with the Agents on site we are satisfied that our clients' existing house, known as "Fairford", 4 Shore Road represents the property shown edged red and shaded pink on the plan attached to the Deed of Release of 19 November 1935.

Similarly, the plot to the rear of our clients' property corresponds with the ~~pieces~~ of land shown edged red and shaded blue on the Deed of Release plan.

Accordingly, bearing in mind the various statements made in the Deed of Release we do not think that any further licence is required to permit the erection of a dwelling on the blue land, as this is in fact already permitted by such deed.

Perhaps you would kindly confirm that you agree this interpretation.

Yours faithfully

MILLER HOWARD

Messrs Miller Howard
Solicitors
11 Parkstone Road
POOLE
Dorset
BH15 2NN

IM/LP/S209
ENJ/MM/BJM
10 June 1982

Messrs Preston and Redman
Solicitors
Hinton House
Hinton Road
BOURNEMOUTH
BH1 2DP

Dear Sirs

4 SHORE ROAD, POOLE
DR & MRS J C SMITH & LILLIPUT MANAGEMENT LTD

Thank you for your letter of 8 June.

We enclose copy of the site plan annexed to the recent planning permission which we hope will be satisfactory for your purposes.

In case this is not satisfactory, we enclose a copy of the filed plans relating to our clients' property.

Yours faithfully

MILLER HOWARD

Encs.

C. CHARGES REGISTER -- continued.

Schedule of restrictive covenants

Remarks

The following are particulars of the covenants contained in the Conveyance dated 30 December 1933 referred to in the Charges Register.

For the benefit of the adjoining and neighbouring land of the Vendors the Purchaser hereby COVENANTS with the Vendors that the Purchaser and the persons deriving title under him will

(a) Henceforth observe and perform the stipulations and restrictions contained in the said Conveyance of the tenth day of October One thousand nine hundred and twenty five so far as the same relate to or affect the land hereby transferred and

(b) To observe and perform the stipulations and restrictions set out in the Schedule hereto

The stipulations and restrictions here referred are those contained in the 1st entry above

THE SCHEDULE before referred to

1. NO part of the land hereby transferred nor any house or other building erected thereon shall be used as a boarding lodging or apartment house or for carrying on any other trade or business nor otherwise than as and for the purpose of a private dwellinghouse and any stabling or motor house shall be used as a private stable or motor house only and in connection with the dwellinghouse to which it appertains.

2. NO house or other building shall be erected on the said land or any part thereof otherwise than in a good and substantial manner and in accordance with such plans elevations and designs both as to ground levels and heights of heads sills spouts ridges and chimney stacks and in all other respects as shall have been previously submitted to and copies in duplicate deposited with and been approved in writing by the Vendors or their Surveyor and in such situation as shall be approved in writing and the Purchaser shall pay a fee of Two guineas per plot for such approval and not more than one house shall be erected on the said land and shall contain a floor area of not less than One thousand five hundred square feet and the cost of such house shall not be less than One thousand two hundred and fifty pounds Sand faced Red tiles or grey or green slates shall be used in all cases for roof covering.

3. NO temporary garage or other temporary erection or shed and no hut, caravan house on wheels or other thing adapted or intended for use as a dwelling or sleeping apartment shall be made placed used or allowed to remain upon the said land or any part thereof.

4. NO stone gravel or sand shall be removed from nor any excavation made upon the said land or any part thereof except for the purpose of laying out the garden or for foundations of buildings.

5. THE Purchaser shall forthwith make and erect to the satisfaction of the Vendors or their Surveyor and for ever hereafter maintain boundary walls or fences on the sides of the said land marked "T" on the said plan and in particular the side walls or fences behind the building line shall not be more than five feet nor less than three feet six inches in height and those in front of the Building Line shall not exceed three feet six inches in height Also in like manner erect and for ever hereafter maintain on the side abutting on the road to which the said land has a frontage a brick or stone dwarf wall or close board fence not exceeding three feet six inches in height.

T marks affect the north wester boundary of the land in this title and a boundary which is now lost. The building line is shown by a cross broken line in the site plan

5 Parkstone Road
POOLE
Dorset
BH15 2NL

**Dickinson
Manser**
Solicitors

59
Telephone: 01202 673071

Fax: 01202 680470

www.dickinsonmanser.co.uk

DX 07602 Poole

Dibbens Solicitors

DX7610 Bournemouth

Our Ref: SJH Ikb Msc

Your Ref: GH

Date: 14 March 2005

Dear Sirs

Re: Covenants imposed by Robert Marsack Manser

Thank you for your letter of the 11 March 2005.

We do not know of any land benefiting from the same and have not had instructions of which the writer is aware that at any time these were enforceable. At certain times in the past the late Mr Phillip Swatman as the surviving executor of Mr Manser would sign off plans for the purposes of the covenants without monetary remuneration simply to assist clear the point, however, now Mr Swatman has passed away we do not think it would be appropriate to approach his family executors, who (not being solicitors) would only be confused.

All in all we do not consider the covenants remain enforceable and we hope this assists you.

Yours faithfully


Dickinson Manser

Direct Line: 01202 339020

simonhowell@dickinsonmanser.co.uk

Partners: Gary Cox Roger Oakes Richard Cake Richard Killer Gary Pick Mark Daniels Gareth Yeoman Andrew Carswell

Consultants: Simon Howell John Newbold Notary Public: Paul Wintle

Office also at: 221 The Broadway, Lower Blandford Road, Broadstone, BH18 8DN



INVESTOR IN PEOPLE

Regulated by the Law Society

60

LACEYS

S o l i c i t o r s

5, Poole Road, Bournemouth Dorset BH2 5QL

John Lloyd, Esq.
DX 50552
SOUTHBOURNE

17 FEB 1995

Telephone: (01202) 557256

DX: 7605 Bournemouth
Fax: (01202) 551925

Our Ref: WGW/JG

Your Ref:

16th February 1995

Dear John,

RESTRICTIVE COVENANTS - LOCAL DIRECTORY

I have been meaning to write to you with regard to your recent letter received through the Local Law Society.

This firm acts for the Leven Estate and the Moser Estate and I will be writing to you as soon as I can with the information that you require to be incorporated in a form of Local Directory.

Yours sincerely,

Janet D. Gregory
P.P.

W. G. WYLLYS

Paris Smith & Randall

SOLICITORS

Lansdowne House, Castle Lane, Southampton, SO9 4FD
Telephone: (0703) 635191. Fax: (0703) 63 18 35. Telex: 47389 psrsol g
DX 2008 Southampton

Messrs Richards & Morgan
Solicitors
DX 50552 Ssouthbourne

Your reference

JRL/MKS

Our reference

pe/ms

Date

14 June 1991

Dear Sirs

Alexander Paris covenants affecting land in Stourwood Avenue Southbourne Bournemouth

Following your letter of 3 June, we have heard from Mr Cecil Paris who is the grandson of Mr Alexander Paris and his Executor by representation.

Mr Paris tells us that in the past he did from time to time execute Deeds of Licence, Modification or Release in these cases on the basis only of payment of this firm's costs. There have been very few such requests since the early 1980's. So far as Mr Paris is concerned he regards the covenants as "dead". He is not aware of any retained land nor is he away of any persons still claiming the right to enforce the covenants.

Yours faithfully

MOORING ALDRIDGE & HAYDON
SOLICITORS
COMMISSIONERS FOR OATHS

V. JAM H. MOORING ALDRIDGE, M.A., (CANTAB.)
(NOTARY PUBLIC)
JOHN COLE MARSHALL,
RICHARD H. MOORING ALDRIDGE, M.A., (CANTAB.)
(NOTARY PUBLIC)
KENNETH C. BRIGGS.

TELEPHONE:
PARKSTONE 5473/4

YOUR REF.
OUR REF. 4/BLC/CMB

433/5 ASHLEY ROAD,
PARKSTONE,
POOLE, DORSET

62

✓

21st July, 1965.

AND AT BOURNEMOUTH & CHRISTCHURCH

Dear Sirs,

Re: 20 Broad Avenue Bournemouth.
(formerly Plot 62 Queens Park Estate)

Further to our recent telephone conversation with you in connection with the above matter, we write to confirm that plans of the above property were approved on the 12th February 1955. We enclose the letter we have received from our Client Company for you to in due course place this with the deeds of the property.

We place our charges herein at the sum of £1.1.0.

Yours faithfully,

Mooring Aldridge & Haydon

For the attention of Mr. C.G. Norris.

Messrs. Norris & Gillett,
Solicitors,
194 Seabourne Road,
West Southbourne, BOURNEMOUTH.
ENCLS.

NB Lester Aldridge now deals

63
✓

MATLAND DURANT & GRANGE-BENNETT
SOLICITORS.

J. N. GRANGE-BENNETT, M.A., (CANTAB)
BRIAN D. TOLHURST.
COMMISSIONERS FOR OATHS.

TELEPHONE NO. 26301 (2 LINES)
STD 0202

OUR REF. CGH/DEE
YOUR REF. EC/JK

5, HINTON ROAD,
BOURNEMOUTH,
BH1 2DW.

29th October, 1974.

Dear Sirs,

re: Parkstone Avenue Estate
Charles Henry Belbin, deceased

In reply to your letter of the 23rd instant, we confirm that this firm and its predecessors have acted for the Belbin family since 1900; we still act for the grandson and granddaughter of the above-named Deceased.

Charles Henry Belbin died on 4th August, 1939, and his estate passed to his son, Tom. Tom Belbin died on 6th January, 1968, and on 16th August, 1968, his Personal Representatives sold 143 Parkstone Avenue to a Mr. and Mrs. D. P. Gregory. That was the last of the houses in Parkstone Avenue to be sold, and the Executors did not in such Conveyance assign the benefit of the covenants affecting the Parkstone Avenue Estate, neither have they any knowledge of Charles Henry Belbin or Tom Belbin ever having done so.

We are of the opinion that the Executors of the Will of Tom Belbin, deceased, as successors in title to Charles Henry Belbin, can no longer claim to enforce the Parkstone Avenue Estate covenants.

We debit you £2.50, plus V.A.T. 20p, making £2.70 together, for turning up our records and writing you.

Yours faithfully,
MATLAND DURANT & GRANGE-BENNETT

Messrs. Lacey & Son,
Solicitors,
257 Ashley Road,
Parkstone,
POC12, Dorset.
BH14 9DY

BROOK OLIVER & COMPANY

Solicitors and Commissioners for Oaths

Partners G. Brook, LL.B., J. S. Oliver
formerly of TRESTRAIL & JAMES

10 MALLARD BUILDINGS
STATION ROAD
NEW MILTON
HANTS BH25 6HY

64
Tel. New Milton (0425) 619500

Your Ref.

Our Ref:

Date:

JKB

B/T

26th April 1983

Messrs. Willmot & East,
Arcade Chambers,
Boscombe,
Bournemouth BH1 4BJ

Dear Sirs,

re: **The Robb Family Covenants**

We are writing separately to you concerning the Robb Family Covenants since you have raised the matter specifically in connection with the sale of flats in Knightwood Court, Spencer Road.

The writer has practised in New Milton since 1963 and makes the following observations having practised in the area for twenty years and having discussed all the local covenants with the former Managing Clerk of Trestrail & James, who had practised as a Conveyancer in the area for the preceeding fifty years. Throughout the period the writer has always been advised by local solicitors that it was accepted by all parties that the Robb Family Covenants were no longer enforceable. In the main these Covenants affect an area of New Milton bounded by Station Road, Ashley Road, Osborne Road and Lyon Avenue. For many years the writer held a copy of the application to the Lands Tribunal in respect of Woolworths store which was made in the mid-1950's and the Lands Tribunal held that the Robb Covenants were no longer enforceable.

In addition, the writer did hold a letter from a firm of solicitors in Hull who mentioned that they had acted for many years for the Robb family but as the whole family had died out there was nobody who could enforce the covenants. Regrettably when the old firm of Trestrail & James was closed in 1980 the writer mislaid the copy decision of the Lands Tribunal in respect of Woolworths store and also the letter from the solicitors in Hull and despite many searches this information cannot be found.

In respect of a portion of the land upon which Knightwood Court is built, we have supplied a copy application to the Lands Tribunal which had been obtained by other solicitors and as a commonsense point it must be obvious that the Lands Tribunal could not hold that the covenants were unenforceable against one portion of land but might possibly ^{be} enforceable against the adjoining portion of the land.

To take an area within half-a-mile of Spencer Road, we would point out that in Spencer Road alone we have the block of flats, Spencer Court, almost opposite Knightwood Court which has been in existence for over twenty years, Pegasus Court and Richmond Court also in Spencer Road which were subject to the Robb Family covenants but we have never known any person ever purporting to exercise the covenants or claim the benefit to enforce the covenants. Neither Spencer Court nor Richmond Court developers took out Indemnity Policies; unfortunately we cannot recall whether or not Pegasus Court did have an Indemnity Policy but we would have considered it unnecessary. Taking Herbert Road within the same area the block of flats, Morant Court; similarly the flats at Orchard Court and the terraced bungalows known as Tanglewood Court, Herbert Road, were also subject to the Robb Family covenants and again the writer cannot recall any person ever claiming to enforce the benefit of the covenants. In York Avenue, to the writer's knowledge the terraced houses known as Faircourt were subject to the Robb Family covenants and again we know of no attempt to enforce the covenants. Closer at hand the town houses in Camellia Gardens on the southern side of Ashley Road, within a matter of two or three hundred yards of the site, were all subject to the Robb Family covenants; in fact this Estate was composed of three blocks of land all subject to the Robb Family covenants but again these premises were erected some years ago, again with no complaint from anyone purporting to exercise the Robb Family covenants.

Turning to Station Road, the writer knows specifically that the site on which Woolworths store was erected was subject to the Robb Family covenants and the Order was obtained from the Lands Tribunal that they were no longer effective. The old National Provincial Bank standing on the north corner of Ashley Road and Station Road was subject to the old Robb Family covenants as is the new National Westminster Bank and we know of no claim in respect of these covenants; similarly the former office block of Messrs. Trestrail & James was subject to the Robb Family covenants but the new offices were erected after the war without any claim being made against the same to be in breach of covenants.

Finally, the Milton Nurseries Estate covers in the order of one hundred houses, townhouses and flats, subject to the Robb Family covenants and all these properties were constructed some ten to twelve years ago and no restrictive covenants indemnity policies were obtained and having dealt with a number of the properties initially we know that the developer took the line that it was accepted locally that these covenants were not enforceable.

In these circumstances there is no question of our client company wasting their money on an indemnity policy, in view of the innumerable occasions over the last twenty years or more that these covenants have been breached with impunity.

Yours faithfully, *[Signature]*

66

(7)

PRESTON & REDMAN
SOLICITORS

H. J. S. CLARK, T.D., M.A. (OXON)
J. R. BUCHANAN
D. C. PRESTON, M.A. (OXON)
L. E. N. NEVILLE-JONES, (NOTARY PUBLIC)
R. N. NEVILLE-JONES, (NOTARY PUBLIC)

HINTON HOUSE
HINTON ROAD
BOURNEMOUTH

TELEPHONE: BOURNEMOUTH 26731 (4 LINES)

YOUR REF.

OUR REF. CC/BS

30th October 1964.

Dear Sirs,

Plot adjoining 41 Cecil Avenue, Bournemouth.
G. H. Rolls dec'd.

We write to confirm that our Client, the surviving Executor of the Will of the above named deceased, is no longer interested as such in the estate, of which the above property forms part, and in consequence does not claim to be entitled to the benefit or the right to enforce the covenants imposed by the deceased in the Conveyance of the 30th September 1912 to which you refer, or to the approved building plans.

Yours faithfully,

[Signature] (7)

Messrs. Trevanion, Walker & Coombs,
Solicitors,
Bournemouth.

67

5 Parkstone Road
POOLE
Dorset
BH15 2NL

Dickinson Manser

Solicitors

Telephone: 01202 673071

Fax: 01202 680470

www.dickinsonmanser.co.uk

DX 07602 Poole

J Crawford Esq.,
Dibbens
26 Poole Hill
Bournemouth
BH2 5PS



Our Ref: SJH lkb BH

Date: 21 March 2005

Dear John

Re: Sandecotes Covenants

The Sandecotes Estate covenants are indeed still enforceable by Whitelock & Co (now Bourne Holdings) however enquiries should go to Preston & Redman for the attention of John Buchanan and not to Dickinsons. Unfortunately this is a long standing error in the covenant information published by BDLS which I have only just got round to writing to you to correct.

Many thanks,

Yours sincerely

Simon Howell

Direct Line: 01202 339020
simonhowell@dickinsonmanser.co.uk

(Best wishes to Ps)

Partners: Gary Cox Roger Oakes Richard Cake Richard Killer Gary Pick Mark Daniels Gareth Yeoman Andrew Carswell
Consultants: Simon Howell John Newbold Notary Public: Paul Wintle
Office also at: 221 The Broadway, Lower Blandford Road, Broadstone, BH18 8DN



INVESTOR IN PEOPLE

Regulated by the Law Society

5 Parkstone Road
POOLE
Dorset
BH15 2NL

Dickinson Manser

S O L I C I T O R S

Telephone: 01202 673071

Fax: 01202 680470

www.dickinsonmanser.co.uk

DX 07602 Poole

J S Whitelock Esq.,
Bourne Holdings
310 Bournemouth Road
Parkstone
Poole, BH14 9AR

Our Ref: SJH lkb BH

Your Ref: JSW/kld

Date: 21 March 2005

Dear John

Re: Sandecotes Estate Covenants

The local Law Society keep a register of local restrictive covenants. At the moment it reflects (and I believe inaccurately) that the Sandecotes Estate covenants which represent the residue of the Estate developed by the Gidlow family are in fact enforceable by Whitelock & Co (and that I am sure is correct) but that anybody interested should contact ourselves. In fact I think these are matters which have always been dealt with by John Buchanan and that being the case I enclose a letter addressed to John Crawford at Dibbens who looks after the local Law Society "register". Assuming I am right – and I have been forwarding enquiries to John for some time – could you please simply post the enclosed letter to John Crawford and tear this letter up and matter will then hopefully be put right when the future edition of information about restrictive covenants is published and then John will receive enquiries direct rather than forwarded by ourselves.

Yours sincerely

Simon Howell

Direct Line: 01202 339020

simonhowell@dickinsonmanser.co.uk

Partners: Gary Cox Roger Oakes Richard Cake Richard Killer Gary Pick Mark Daniels Gareth Yeoman Andrew Carswell

Consultants: Simon Howell John Newbold **Notary Public:** Paul Wintle

Office also at: 221 The Broadway, Lower Blandford Road, Broadstone, BH18 8DN



INVESTOR IN PEOPLE

Regulated by the Law Society



Wimpey Homes Holdings Limited High Street West End Southampton SO3 3JJ Telephone 042 18 6711

Telex 47660 Reg London 1392762 27 Hammersmith Grove W6 7EN

Legal Department R G Tyler Director and Company Solicitor

Your ref
JC PL F802

Our ref
PAT/LS

19th December, 1983.

Messrs. Dibbens,
Solicitors,
23, Poole Hill,
Bournemouth,
Dorset.
BH2 5PS

Dear Sirs,

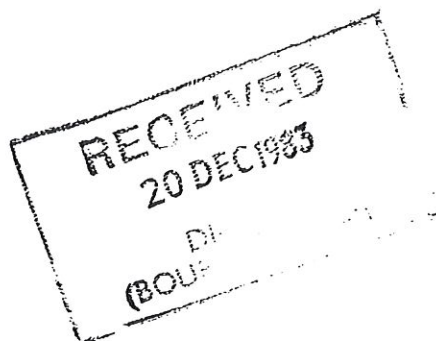
Re: 33 The Grove, Christchurch, Dorset

I thank you for your letter dated 14th December the contents of which I note.

The Company do not own any land enjoying the benefit of covenants imposed by the said Conveyance dated 16th February, 1922. The Company only bought out South Coast Land Society insofar as it affected their land holdings at Muscliff, Bournemouth.

Yours faithfully,

P. A. TEMP
for Company Solicitor



11 JUL 1990

D'ANGIBAU & MALIM.
SOLICITORS.
COMMISSIONERS FOR OATHS.

T. C. W. MALIM.
J. R. CHESTER.
O. J. TOMLINSON.
P. JOHNSON
O. N. HAYNES (CONSULTANT)

ASSISTANT SOLICITORS
A. O. PONTING
SHARON J. LEWIS

FAX: (0202) 394231
DX 46858 BOSCOMBE

*Lloyd's Bank Chambers,
Boscombe,
Bournemouth.*

BH5 1DA

TELEPHONE:
BOURNEMOUTH (0202) 393506
AND AT CANFORD CLIFFS
CANFORD CLIFFS (0202) 708634

Please quoteRCWM/us

Your ReferenceRMH/JH

.....10th July.....19.....90

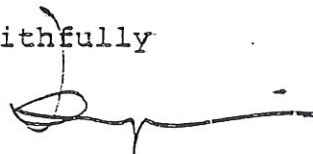
Dear Sirs

96 Castlemain Avenue Southbourne Bournemouth

We thank you for your letter of the 4th of July. We do not possess a copy of the Conveyance of the 1st of December 1902 of this property. We are, however, satisfied from our knowledge of the covenants on adjoining properties that approval is necessary under the covenants to convert the property into two flats.

We should be grateful if you would apply to our client's agents, Messrs Symonds Sampson & Powell of 4 Trinity, 161 Old Christchurch Road, Bournemouth, BH1 1JU under reference GDB/GLT for this purpose. We understand that Messrs Walker Hinds have already approached this firm.

Yours faithfully



Messrs Richards & Morgan
Solicitors

DX 50552 SOUTHBOURNE

This relates to "Stonfield Gate" covenants
imposed by ROBERT DUVITT, CORBIN HARRIS and
ALEXANDER JESSE ABBOTT

4th November 2005

e:\devland\lnae\rs\corres\2005\nov\crawford 41105.doc

savills

Mr John Crawford
Dibbens
26 Poole Hill
Bournemouth
Dorset
BH2 5PS



Richard Sturt
E: rsturt@savills.com
DL: +44 (0) 1202 856 886
F: +44 (0) 1202 856 801

Wessex House
Priors Walk
East Borough
Wimborne BH21 1PB
T: +44 (0) 1202 856 800
savills.com

Our ref:
Your ref:



Dear John

RE: REGISTER OF LOCAL RESTRICTIVE COVENANTS

We have recently purchased a copy of the Bournemouth and District Law Society register of local restrictive covenants and we would like to inform you of another organisation to add to your list.

It has come to our attention that the **Southbourne-on-Sea Freehold Land Company** once owned land in the Southbourne area of Bournemouth, close to Bellvue Road. At this time we have been on unable to trace any agent or present owner and it is unclear whether or not it is enforceable. We would be very grateful if you could add this to your register at the appropriate revision.

Kind regards

Yours sincerely

P.P.

Richard Sturt MRICS MSc BSc (Hons) FRGS
Associate

MORRIS, SCOTT & Co.

SOLICITORS
COMMISSIONERS FOR OATHS

I.V. RICHARDS B.A.
Solicitor-Advocate (Higher Courts All Proceedings)

A.L. ROHR LL.B

TEL: (01425) 278866
FAX: (01425) 276656
Website: www.morrisscott.co.uk

280 LYMINGTON ROAD
HIGHCLIFFE, CHRISTCHURCH
DORSET BH23 5ET
DX: 45351 Highcliffe

Your Ref:

Our Ref: **IVR.CR.19039**

24 February 2010



Dear Roger

RE: BDLs REGISTER OF LOCAL RESTRICTIVE COVENANTS
BOYLAND & SON LTD (R E STANLEY (BOURNEMOUTH) LTD)

A conveyancing colleague has asked me to pass on some information regarding the above.

I understand the Register Entries state at the moment that:-

"Although Boyland & Son claim to be able to enforce all R E Stanley (Bournemouth) Ltd covenants there is no evidence that they have retained any land on the west side of Hinton Wood Avenue. R E Stanley himself died in 1959 and the company was subsequently liquidated."

I enclose herewith a copy of a 1961 Conveyance together with up to date Office Copy Entries of land still owned in the Highcliffe area by Boyland & Son Limited.

Boyland & Son Limited as the Register suggests are seeking rigorously to enforce covenants when matters come to their attention.

Best wishes.

Yours sincerely

an.
MORRIS SCOTT & CO

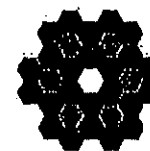
email: irichards@morrisscott.co.uk

cc Sarah Hodgkinson

Roger Turner Esq
D'Angibau LLP
DX 134673
POOLE 8

Community
Legal Service





Official copy
of register of
title

Title number DT347568

Edition date 30.09.2008

- This official copy shows the entries on the register of title on 19 FEB 2010 at 15:08:15.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 19 Feb 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry, Weymouth Office.

A: Property Register

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

DORSET : CHRISTCHURCH

- 1 (22.01.2007) 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 Jesmond Avenue, Highcliffe, Christchurch.
- 2 (19.04.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (30.09.2008) PROPRIETOR: BOYLAND & SON LIMITED (Co. Regn. No. 690129) of Unit 14, Alder Hills Park, Alder Hills, Poole, Dorset BH12 4AR and CHRISTOPHER JOHN BULSTRODE of 47 Bargates, Christchurch, Dorset BH23 1QD.
- 2 (22.01.2007) The value as at 22 January 2007 was stated to be under £50,000.
- 3 (30.09.2008) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

Title number DT347568

C: Charges Register continued

- 1 (22.01.2007) The land is subject to the rights granted by a Deed dated 2 October 1936 made between (1) Mary Frances Mills and (2) Christchurch Borough Council.
-

NOTE: Copy filed.

- 2 (22.01.2007) By a Conveyance of the land in this title and other land dated 14 August 1961 made between (1) R. E. Stanley (Bournemouth) Limited (2) James Sydney Tams and (3) Boyland And Son Limited the land was conveyed subject to the stipulations contained therein.

NOTE 1: No copies of the Deeds referred to were supplied on first registration

NOTE 2: Copy filed.

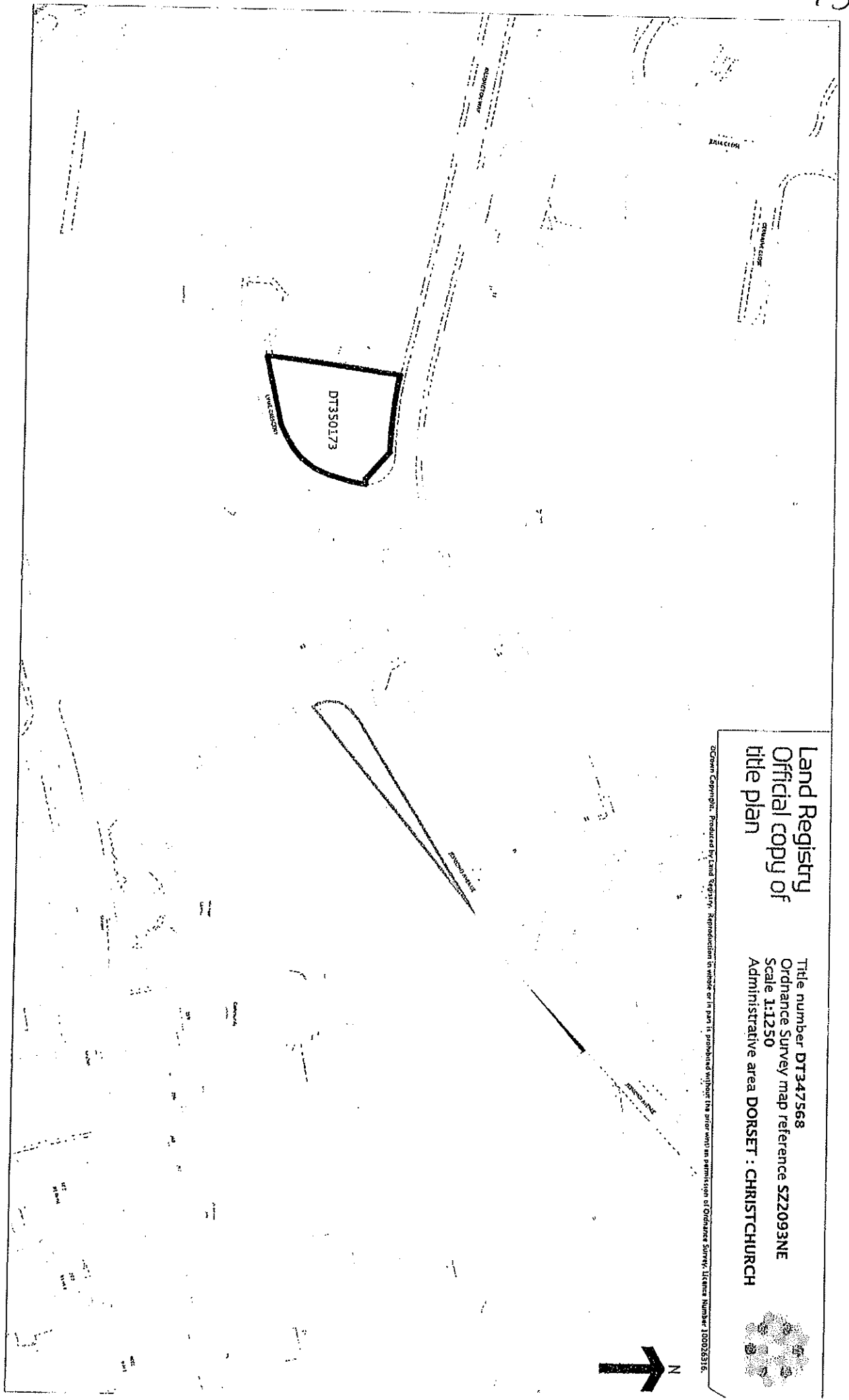
End of register

Land Registry
Official copy of
title plan

Title number DT347568
Ordnance Survey map reference SZ2093NE
Scale 1:1250
Administrative area DORSET : CHRISTCHURCH



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PRESENTED

15 AUG 1961

No. 24992



This Conveyance

is made the *fourteenth*
day of *August* One

thousand nine hundred and sixty one BETWEEN R. E. STANLEY
(BOURNEMOUTH) LIMITED in liquidation whose registered office is situate
at Stoney Lane Christchurch in the County of Hampshire (hereinafter
called "the Transferor Company") of the first part JAMES SYDNEY TEMS
of 16 Fitzharris Avenue in the County Borough of Bournemouth Chartered
Accountant the liquidator of the Transferor Company (hereinafter called
"the Liquidator") of the second part and BOYLAND AND SON LIMITED
whose registered office is situate at Boyland House 869/873 Ringwood
Road West Howe Bournemouth aforesaid (hereinafter called "the Transferee
Company") of the third part .

W H E R E A S:

- (1) At the date of the passing of the resolution next hereinafter
recited the Transferor Company was seised with other property of the
property described in the four schedules hereto for estates in fee
simple in possession free from incumbrances save, as hereinafter
described.
- (2) At an extraordinary general meeting of the members of the
Transferor Company held on *the first day of August one thousand nine hundred and sixty one*
a Special Resolution was duly passed that the Transferor Company should
be wound up voluntarily and that the Liquidator should be appointed the
Liquidator of the Transferor Company for the purposes of such winding up.
- (3) The undertaking of the Transferor Company is being acquired by the
Transferee Company.
- (4) The consideration for such acquisition (except such part as consists
of the transfer to or discharge by the Transferee Company of the
liabilities of the Transferor Company) consists as to not less than
Ninety per cent thereof in the allotment of shares in the Transferee
Company to the Transferor Company.
- (5) The Transferee Company was registered on the Nineteenth day of
April One thousand nine hundred and sixty one and this conveyance is
intended to be executed within twelve months of that date and is made
pursuant to an agreement dated the Twenty ninth day of April One thousand
nine hundred and sixty one which was filed with the Registrar of
Companies on the Thirtieth day of May One thousand nine hundred and sixty
one being within twelve months of the date of registration of the
Transferee Company.

breach of any of the restrictive covenants conditions stipulations or restrictions referred to in the schedules hereto but not further or otherwise) hereby covenants with the Transferor Company and the Liquidator that the Transferee Company and the persons deriving title under it will at all times hereafter observe and perform the said restrictive covenants conditions stipulations or restrictions so far as the same affect the said property hereby conveyed and are still subsisting and capable of being enforced.

IN WITNESS whereof the Transferor Company has caused its Common Seal to be hereunto affixed the Liquidator has hereunto set his hand and seal and the Transferee Company has caused its Common Seal to be hereunto affixed the day and year first before written.

SCHEDULE NUMBER 1

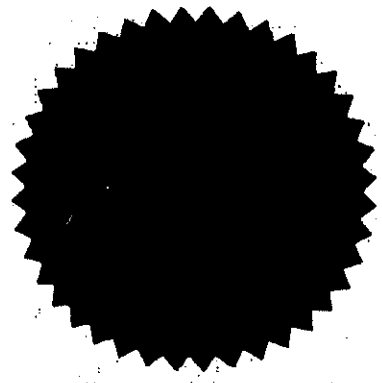
ALL THOSE pieces or parcels of land situate on the Wolhayes Garden Estate at Highcliffe in the County of Hampshire as the same are for the purposes of identification shown edged with red on the Plan annexed hereto including the roadways hatched with red TOGETHER with (a) the bungalow and garage annexed on Plot numbered 10 on the said Plan

(b) a right of way (for the Transferee Company and its successors in title owner or owners for the time being of the said land edged red on the said plan or any part thereof) at all times and for all purposes over the roads constructed or to be constructed over the land edged with green on the said Plan

(c) with the benefit of the covenants restrictions and stipulations imposed by the Transferor Company on all land formerly forming part of the Transferor Company's Wolhayes Garden Estate with power to the Transferee Company to sue upon and enforce the said covenants restrictions and stipulations such rights to be at the cost and in all respects at the sole risk of the Transferee Company

(d) the free passage and running of water and soil under all property of or to which the Transferor Company was formerly seised or entitled with power to the Transferee Company its successors or assigns to enter and make lay and repair drains and watercourses the person or persons so entering giving previous reasonable notice thereof and making good all damage occasioned thereby

(e) the right set out in the second schedule to a Deed of Exchange dated the Seventeenth day of April One thousand nine hundred and fifty



{ THE COMMON SEAL of R. E. Stanley
(Bournemouth) Limited was here
affixed in the presence of:-

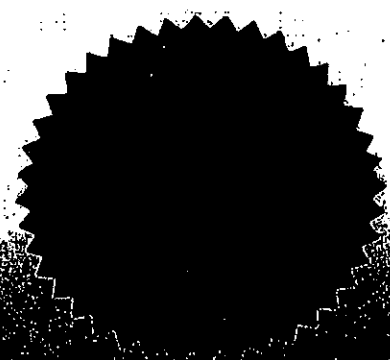
Director B H Stanley

Secretary James P. Toms

SIGNED SEALED and DELIVERED by the
said James Sidney Toms in the
presence of:-

Boyland
Solicitor
Bournemouth

James P. Toms



{ THE COMMON SEAL of Boyland a
Son Limited was hereunto aff
in the presence of:-

Director R Bay Ltd

Secretary James P. Toms

29th September 1961. Bungalow 4
conveyed to Albert Vincent Vick
the production of written writte
is given as the safe custody there

79
227 & 228, Strand, (Temple Bar Chambers.)
facing Royal Courts of Justice.

(33 YEARS AT BELL YARD, TEMPLE BAR)

(ENCLOSURES.....)

London, W.C.2 19th Feby. 19 36

TELEPHONE NO FOR HEAD OFFICE, CENTRAL 1642 (4 LINES.)
PRIVATE BRANCH EXCHANGE.

CABLE AND TELEGRAPHIC ADDRESS:
"FLOWERDEW, LONDON" A.I. CODE.

DICTATED TO..... FG BY RAS..... TYPED BY FG

WHEN REPLYING PLEASE QUOTE THIS NO. LA 106580
TO AVOID POSSIBLE DELAY.

Messrs. Willmot & East,
Solicitors,
Arcade Chambers,
Boscombe,
Bournemouth.

Dear Sirs,

Plots 1 and 2 Willow Way, Stour
Road, Christchurch.

As desired, we have made search of
the file of Rugbey Limited, and the only Charge
registered is a Series of Debentures for
£120,000 authorised 5th July 1926, and of which
£70,000 was issued on the 22nd July 1926,
charged on the undertaking and all property
etc. of the Company as usual.

The Extraordinary Resolution to wind
up was passed on the 11th May 1931, when Harold
Edmonds of 31 Norfolk Street, Strand, W.C.2.
was appointed Liquidator.

We enclose our account.

Yours faithfully,
FLOWERDEW & CO. LTD.

D & D LAW AGENCY SERVICES LIMITED

(Incorporating Dunn & Duncan - Established 1733)

REGISTERED OFFICE & ADDRESS:

50 LINCOLN'S INN FIELDS, LONDON, WC2A 3PF

Telephones: 01 405-1082, 405-7215 & 405-1107



LAW STATIONERS - PRINTERS AND PUBLISHERS
COMPANY FORMATION AGENTS, COMPANY SEARCHES CARRIED OUT DAILY AT LONDON AND CARDIFF

20th January 1978

Your Ref: PH/GJT/GRI

Messrs. Haye & Reid,
Solicitors,
8 Shute End,
Wokingham,
Berks RG11 1BL

Dear Sirs,

re: STOURCLIFFE ESTATE COMPANY LIMITED FIL 74033.
DISSOLVED.

With reference to your letter of the 19th instant we have attended the Companies Registry and report that the above appears on the Old Dissolved Index - Index Card marked by the Companies Registry Authorities "FILE DESTROYED"

Yours faithfully,
p.p. D. & D. LAW AGENCY SERVICES LIMITED

Director.

DJD/D

Telephone: BOURNEMOUTH (0202) 421111 (8 lines)

If you call or phone please ask for Mr. Gerald Whittingham

Oscar H. Whittingham and Sons

SOLICITORS and COMMISSIONERS FOR OATHS

Southbourne Chambers
1-3 Fisherman's Walk
West Southbourne
Bournemouth, BH6 3RD

BRITDOC DX 7606

Gerald O. Whittingham
Alan S. Whittingham
Associate Solicitors:
John Cowling
John H. Fisher
David Hurley

Our Ref. GOW/RC Your Ref. RHT/Rowe

10th September, 1985

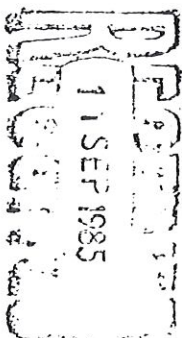
Dear Sirs,

Re: Restrictive Covenants, Stourcliffe Estate Co. Ltd.
Southbourne Overcliff Drive

Thank you for your letter of yesterday's date and we enclose copy of a letter of the 14th February 1962 from Flowerdew & Co. confirming the Company no longer exists. We do not propose to make any charge.

Yours faithfully,
OSCAR H. WHITTINGHAM & SONS

Messrs. Druitts
DX7640 Bournemouth



FEETW & CO.
LIMITED.

LONDON

— 3/4, CLEMENTS INN, STRAND, W.C.2.
— 9, SOUTHAMPTON PLACE, W.C.1.

DIRECTORS:

F. J. MAW,
G. H. JEANS,
W. C. GREGORY,
A. E. JOHNSON,
W. E. QUICK.

TELEPHONE NO FOR HEAD OFFICES WALLINGTON 4441-2-3.

CLEMENTS INN CHANCERY 5481-2.
SOUTHAMPTON 91, HOLBORN 7178.

DICTATED TO

BY
WHEN REPLYING PLEASE QUOTE THIS NO
TO AVOID POSSIBLE DELAY.

PLEASE REPLY TO Southampton Pl.

(ENC.) 14th February 1949.

CABLE AND TELEGRAPHIC ADDRESS
FLOWERDEW, WALLINGTON, SURREY.

YOUR REFERENCE RJC/KMC

R. J. Coleman Esq.
Solicitor,
The Broadway,
Broadstone,
Dorset.

Dear Sirs,
re; The Bourcliff Estate Company Limited.

We thank you for your letter of the 9th instant.
We have attended in the Companies Registry and have inspected
the file of the above Company, which title is correct as rendered
above.

According to the last Annual Return on the file of the
Company made up to the 30th September 1938, the Registered Office
was situate at 12 Farringdon Avenue, London E. C.4.

However we would advise you that the Company was struck
off the register by the Registrar under Section 353 (5) of the
Companies Act 1948 by notice inserted in "The London Gazette"
dated 7th January 1949 and, therefore, the Company is now no
longer in existence.

A Note of our charge is enclosed.

Yours faithfully,
FLOWERDEW & CO. LTD.

RENDALL LITCHFIELD & CO

SOLICITORS & COMMISSIONERS FOR RATHS

OLD LIBRARY HOUSE 4 DEAN PARK CRESCENT BOURNEMOUTH BH1 1HW

DX 7830 BOURNEMOUTH

FAX 01202 558773

TELEPHONE 01202 553724

Tim Sharpley Esq
Messrs Ellis Jones
14a Haven Road
Canford Cliffs
Poole

J. B. SART
P. J. NORMAN

83
JC

21 August 1998

DX 85300 CANFORD CLIFFS

YOURS DEAR Adamson

PN/JT/Litchfield/s

YOUR REF:

YOUR REF:

Dear Mr Sharpley

Re Pearce Avenue, Lilliput

Thank you for your letter of 19 August. As regards the 1929 covenants, I can certainly confirm that these are not now enforceable as there is no land upon which the covenants can benefit. James Layland was the father of my late senior partner, Jack Layland, who himself died over 12 years ago.

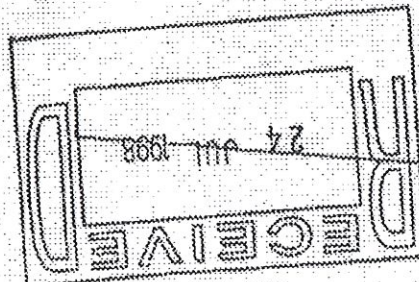
With regard to the 1926 covenants I am almost certain that these are not enforceable either although I have no direct knowledge of the covenantee, Daniel Sunderland.

I am obliged to you for your cheque for £20.00 plus VAT in settlement of my costs and would be grateful if you could accept this letter as an informal VAT invoice.

Yours sincerely

John Norman

Rendall Litchfield & Co -
Firm amalgamated
with Rawlin's Bay
1/2005



Your Ref: AHT.pm.P000398-2.Roberts
Our Ref: CMB/slo/E/01037/001
Please ask for: MR BERRY
E-Mail: cmb@pengillys.co.uk
Date: 14th March 2006

Mrs A Turner
D'Angibau Willmot
Solicitors
DX134673 Poole 8



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PENGILLYS

**S O L I C I T O R S
& M E D I A T O R S**

Post Office Chambers, 67 St Thomas Street
Weymouth, Dorset DT4 8HB

DX 8756 Weymouth 1

Tel: 01305 768888 Fax: 01305 768777

www.pengillys.co.uk

Dear Sirs

Weymouth Bay Estate Covenants

We refer to our recent telephone conversation and confirm that Mrs Evans has sold her land at Preston and has not assigned the benefit of the Weymouth Bay Estate covenants. We believe the covenants have now come to an end.

Yours faithfully

PARTNERS: C.F. Lousley MA (OXON) J.J. Lane T. Guppy
C.M. Berry LLB E.J. Lilley LLB G.P. Meakins LLM S. Jones LLB
T.J. Glover LLB J.T.P.W. Walkington LLB M.J. Edmonds LLB
CONSULTANT: R.A.S. Taylor LLB
ASSISTANT SOLICITORS: I. Bennett LLB C.D. Mitchell LLB
S. J. Peck LLB Mrs J. K. Sanders BA

Also at Challacombe House, Challacombe Street
Poundbury, Dorchester, Dorset DT1 3SW



Alison Marrow

From: Tania Stokes
Sent: 19 September 2008 14:52
To: Alison Marrow
Subject: FW: Covenants

From: Veronica Ryder
Sent: 19 September 2008 14:51
To: Tania Stokes
Subject: RE: Covenants

Alison

Lord Wimborne (Canford Estate) no longer Savills Wimborne office. Now dealt with by Savills at Salisbury (Rolfes House, 60 Milford Street, SP1 2BP FAO Donna Crisp). NB Cheques to be made payable to Savills (L&P) Ltd (not FPD Savills as they do not trade under that name any more).

Bond Estate covenants (Purbeck area) now dealt with by Smiths Gore of 3 Woodcourt, Blenheim Road, Marlborough, SN48 4AN (FAO Jason Lewis - direct line 01672 529052).

Veronica

From: Tania Stokes
Sent: 19 September 2008 13:47
To: 22. CONVEYANCING FEE EARNERS
Subject: Covenants

The BDLS are updating the BDLS covenant register. If anyone has any information about covenants either not appearing within the register or where there have been changes or further information is available please could you forward it to me as soon as possible.

Please could I ask that you all take the time to give this some consideration particularly in respect of covenants you may be familiar with which do not feature. It would be very helpful to have more Dorset based covenants rather than just Bournemouth covenants within it. If anyone does not have a copy and therefore does not know its contents please let me know and I can arrange for it to be scanned and emailed to you.

Thank you,

Alison

Howard - please can we bring this up at the next Land Law Meeting as well. Thanks. Alison

DUPLICATE FOR THE FILE.

No.
362152



Certificate of Incorporation

I Hereby Certify,

That

SOUTH COAST LAND SOCIETY LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this first day of July One

Thousand Nine Hundred and forty.

A. R. Smith

Registrar of Companies

Certificate received by *Jordan Ross W.*

F. W. S.

Date 1 July 1940

362152

WINGROVE DEVELOPMENTS (MUSCLIFFE)
LIMITED

No. of Company:

362152/88



THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

Special Resolution

- of -

SOUTH COAST LAND SOCIETY LIMITED

Passed 19th day of July 1978

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at 31 Hammersmith Grove, London W6 7EN, on Wednesday 19th July, at 10.00 a.m. following SPECIAL RESOLUTION was duly passed, viz:-

SPECIAL RESOLUTION

THAT the name of the Company be changed to
WINGROVE DEVELOPMENTS (MUSCLIFFE) LIMITED

G.D.G. Robinson

G.D.G. Robinson
Secretary

(10)

Handed
255505
£46





CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 362152 / 89

I hereby certify that

SOUTH COAST LAND SOCIETY LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

WIMBORNE DEVELOPMENTS (MUSCLIFFE) LIMITED

Given under my hand at Cardiff the 11th AUGUST 1978

P. WALKER

Assistant Registrar of Companies

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**CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION AS AN UNLIMITED COMPANY**

No. 362152 / 118

I hereby certify that

WIMBORNE DEVELOPMENTS (MUSCLIFFE)

formerly registered as limited, has this day been re-registered under the Companies Acts
1948 to 1976 as unlimited.

Dated at Cardiff the 9TH DECEMBER 1980

D. B. Nottage

(D. B. Nottage)
Registrar of Companies

362152
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THE COMPANIES ACT 1948

WINGROVE DEVELOPMENTS (MUSCLIFFE)

L304/600/M

EXTRAORDINARY RESOLUTION

At an EXTRAORDINARY GENERAL MEETING of the members of Wingrove Developments (Muscliffe) duly convened and held at The Training Centre, Chapel Yard, 14 Union Street, London SE1 on 29 September 1982 the following resolution was duly passed as an extraordinary resolution:

"That it has been demonstrated to the satisfaction of this meeting that the company cannot, by reason of its liabilities, continue its business and that it is advisable to wind up the same, and accordingly that the company be wound up voluntarily and that Mr Colin Graham Bird of Southwark Towers, 32 London Bridge Street, London SE1 9SY be, and he is hereby appointed liquidator for the purpose of such winding up."

[Signature]
WAC HALLIWELL
CHAIRMAN

At the subsequent meeting of creditors held at the same place on the same day, Mr Colin Graham Bird's appointment as liquidator for the purpose of the winding-up was ratified.

[Signature]
WAC HALLIWELL
CHAIRMAN

WITNESSED BY:

[Signature]

OCCUPATION

Chartered Accountant



DISSOLVED

362152

WINGROVE DEVELOPMENTS (MUSCLIFFE)

The Liquidators Account and Return of Final Meeting having been registered, this Company is deemed, pursuant to section 585(5) / 595(6), as applicable, of the Companies Act 1985 to be dissolved on the expiration of 3 months from the registration date shown below

E L Beal

E L BEAL (Mrs)
for Registrar

RPM REGISTERED DATE

15/09/88

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C25B

HC002

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8

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2, Church Street.
Christchurch.
Hants.

1st February 1936.

Dear Madam,

re Plot 54 Avon Park Estate.

In reply to your enquiry, the Vendors of the Estate (of which the above forms a part) John Green and Thomas Gossli held the land on a joint account on behalf of a Society known as The Christchurch and Bournemouth Benefit Building Society No 2. for which my late Father was Secretary till 1921, when it was wound up and the Registration cancelled on the 11th January 1922 at the request of the remaining members; and the Society then ceased. Meanwhile, Mr Thomas Gossling (who survived Mr John Green) died on the 18th December 1905.

I am of opinion that the covenants contained in a Conveyance dated the 23rd June 1881 to the late Mr James Butler Hyde are no longer enforceable by members of the Society.

The papers as to winding up and the books and other documents of the Society are in my possession and I shall be pleased to produce any further information or particulars required as far as I am able by arrangement.

Yours faithfully,

(Sgd) F.D.Lane.

SAVILLS

ESTATE AGENTS AGRICULTURAL COMMERCIAL
& BUILDING SURVEYORS

Wessex House Wimborne Dorset BH21 1PB
Telephone Wimborne (0202) 887331
Telex 418202

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28th July, 1982

Your Ref.

Our Ref.

PJ/PC

C.32/HSG/SNG

Solicitor to the Corporation,
Borough of Bournemouth,
Town Hall,
BOURNEMOUTH,
Dorset.
BH2 6DY

Dear Sir,

Canford Estate - Approval of Plans

We thank you for your letter of the 20th July setting out details of the properties for which approvals are required.

In our capacity as Agents to Lord Wimborne we can confirm that approval to the siting, design, elevations and constructional details of the dwellings and outbuildings that have been erected at the addresses set out below can be given. This approval is given under the provisions of the covenants contained in an Instrument of Transfer dated 6th August, 1929 made between the Right Honourable Ivor Churchill Viscount Wimborne and E.W. Lancaster.

Kinson Park Road	26 and 28	
	42 and 44	
	52 and 54	
	56 to 62 inclusive	
Markham Avenue	2 to 20	"
	1 to 15	"
North Avenue	2 to 16	"
	1 to 19	"
Horsham Avenue	60 to 70	"

We can therefore confirm that the covenants imposed by the Instrument of Transfer dated 6th August, 1929 have been complied with in each and every respect in relation to the above property. As we indicated in our earlier letter we are obliged to charge the cost of preparing this approval and our fee account is enclosed herewith which we trust you will find to be in order.

Yours faithfully,

London Offices
20 Grosvenor Hill Berkeley Square London W1X 0HQ
Tel 01-499 8544 Telex 263796
19 St. Swithin's Lane London EC4N 8AD
Tel 01-620 0431 Telex 8953710

Other Offices
Banbury Beccles Brechin Cambridge
Chelmsford Croydon Edinburgh Hereford
Lincoln Norwich Salisbury York

Associated Firms
John Sale & Partners Northumberland & Scotland
Davis & Bowring North West England
Europe
Savills Amsteldijk 38 Amsterdam
Tel 763502 Telex 17065
Roux Savills 51 Rue Ampere Paris 75017
Tel 7661448 Telex 642467

Wimborne J.G. Thompson FRICS (Joint Senior Partner) G.W. Humphreys BA FRICS
E.W.T. Malcolm B.Sc. FRICS C.F. Panec FRICS A.M. R. Lumby FRICS
H.S. Groom F.S.V.A. H.J.D. Webster B.Sc. FRICS R.J. Jordan A.S.V.A. M.C.B. Svrett FRICS
Salisbury L.S.P. Le Sueur FRICS D.W. Barke FRICS R.W. Singleton FRICS
London West End J.C. Wilson DFC FRICS (Joint Senior Partner)
H. Douglas Pennant MA FRICS A.J. Harris FRICS R.L. Dean B.Sc. FRICS
A.J.C. Dowden FRICS FRVA G.P.F. Inge FRICS M. Treays FRICS
T.J.A. Simm FRICS G.N. van Cuijck FRICS
London City P.C. Oswald FRICS
Banbury J.R. Thistlethwaite FRICS M.G.P. Stourton FRICS
Brechin J.T. Sutherland FRICS
Cambridge S.E. Pratten FRICS
Chelmsford L.A. Jordan FRICS A.J. Clifton-Brown B.Sc. FRICS
Edinburgh A.G. Galtbrain FRICS
Lincoln P.H. Wilson MA FRICS
Norwich M. Freeth FRICS D.A. Grapes NDA
Consultants J.G. Eve CVO MA FRICS F. Holdsworth Hunt
Director of Finance J.A. Hancock FCA
Director of Advertising and Marketing R.C. Field MIPR M. Inst. M.

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F. HILARY BATTCKOCK, LL.B. NOTARY
NEVILLE, H. LOWE, NOTARY
BARRY E. GLAZIER, M.A. NOTARY
ROBERT E. PARRETT
ROBERT J. NAYLOR, LL.B. NOTARY
DAVID J. LLLINGTON, LL.B.
RA
JOHN S. BROWN
JOHN S. JRLING
MARGARET E. ABRAMS LL.B.
ALEXANDER C. P. WELLS
J. MARTIN KILNER
BARRY CULSHAW LL.B.

MOORING ALDRIDGE & HAYDON
SOLICITORS AND COMMISSIONERS FOR OATHS
WESTOVER CHAMBERS · HINTON ROAD · BOURNEMOUTH · BH1 2EQ

TELEPHONE BOURNEMOUTH 21426 (STD 0202)
ANSAFONE BOURNEMOUTH 21426:

TELEX 41446 LAWYER G
DOCUMENT EXCHANGE DX 7603 BOURNEMOUTH

CONSULTANT
WILLIAM H. MOORING ALDRIDGE, M.A. NOTARY

Messrs. Andrews McQueen & Co.,
Jacey House,
The Lansdowne,
Bournemouth,
Dorset BH1 2NX

Please ask for: Mr. Kilner
Your Ref: JN/JE/F803
Our Ref: 10/JMK/DMW
Date: 22nd July 1983

Dear Sirs,

re: Restrictive Covenants in favour of
Clement John Haydon and Harold Whitchurch
Mooring Aldridge

Thank you for your letter of 15th July.

Unfortunately we cannot be of great help to you. To the best of our knowledge we no longer act for any of the successors in title to Clement John Haydon and Harold Whitchurch Mooring Aldridge. We have no knowledge that anyone is claiming that the covenants are enforceable and the writer knows of no claim coming through this office. We would take the view, but we have no documentary evidence to back it up, that the covenants are no longer enforceable.

Yours faithfully,



RE: OWEN & OTHERS

- and -

RESTRICTIVE COVENANTS AFFECTING LAND
AT BEAUFOYS AVENUE, FERNDOWN, DORSET.

OPINION

1. By an indenture dated 31st December 1902 James Orman conveyed over 21 acres of land to Charles Denny. I am told that the northern and eastern boundaries of this area coincide with the northern and eastern boundaries of the estate plan. And it is evident on inspection that the other two boundaries, each shewn in 1902 as "proposed new road", correspond with Pinewood Road on the west and Beaufoys Avenue on the south. This area is all that Charles Denny ever had in his own right, so far as the evidence now before me shews. But the first question is whether, before Charles Denny began operations at all, the whole area had been subjected by the indenture of 31st December 1902 to covenants which are still enforceable, and if so whether such covenants would prevent the development with 35 houses which is now proposed. In my opinion, these covenants, which are directed to fencing and against offensive trades, have no effect, even if enforceable, upon the density of private residences. Further, I do not think that they can be enforceable. There are no words of annexation, and no evidence that James Orman had created a scheme of development within Elliston v. Reacher 1908 2 Ch. 374. The covenants are with Orman "his heirs and assigns", so that they can only now be enforceable under the rule in Miles v. Easter 1933 Ch. 611, and then only if it is shewn (a) that they were taken for the protection of ascertainable land retained by Orman and (b) that they have been the subject of express assignments to those claiming under him. The indenture, as abstracted, suggests that Orman did retain some land, since he retained title deeds and gave an acknowledgement. But there is nothing in the indenture or plan to identify the land retained. And express assignments are in my experience extremely rare. For

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these reasons, I see no practical prospect of anyone successfully suing on these covenants.

2. I propose next to analyse the instruments by which Charles Denny disposed of the 21 acres and to do so chronologically. In his own right, he took no covenants whatever which had words of annexation, though he did so when he returned to this area as F.W.Denny's executor in 1914 (as to which see below.) Accordingly, none of his own conveyances contain covenants which can now be enforceable under the doctrine of annexation (see Rogers v. Hosegood 1900 2 Ch. 388). Further, in my opinion the evidence now before me decisively negatives a scheme of development created by Charles Denny. Only a single conveyance shews lotting by him, and no attempt was made either to adhere to a system of lotting or even to create uniform restrictions. I say this after seeing to the best of my knowledge abstracts or copies of all the instruments by which Charles Denny disposed of the 21 acres. Thus none of the covenants which he took can be enforced except under Miles v. Easter, for which there must be ascertainable land followed by express assignment of the benefit of the covenant. The only express assignment of the benefit of a covenant to be found in the abstract is the assignment on 8th December, 1948 of a covenant made by Vail in 1913. For that brief reason, I am of the opinion that the covenants taken by Charles Denny for himself (as distinct from those taken by him as F.W. Denny's personal representative) cannot now be enforceable. But I had better go through them seriatim, because several of them can be held no longer enforceable for further reasons as well.

3. The first covenants were those entered into by Vail on 14th August 1905. Their stipulations follow those of 1902, plus a provision as to density. The covenant is expressed to be with "the Vendor his heirs and assigns". This is a Miles v. Easter type of covenant. The "ascertainable" land, though not indicated precisely in the conveyance, is known to us *as a whole* to

be the whole of the rest of the 21 acres. Nowhere in all the abstract and copies before me, which include all Charles Denny's conveyances of the rest of the 21 acres, is the benefit assigned. So those covenants are not enforceable. Vail's land is, of course, not included in my clients' new plan and I refer to it only for completeness.

4. The next dealing by Charles Denny was with Tremel and the land edged red, which he conveyed to F.W. Denny on 31st January 1906. The covenants in this indenture, though freshly imposed, merely repeat the stipulations against objectionable trades which had been imposed by Orman in 1902. Like the earlier ones, they would not prevent the execution of the present plans. In any case, Charles Denny never assigned the benefit of them to purchasers of the land that he still retained on 31st January 1906 (i.e. the whole 21 acres less Vail's piece and Tremel itself).

5. The next dealing appears to have been the conveyance of 21st May 1908 by Charles Denny to Miss Lever. For the first and last time among Denny's conveyances, there appears on this occasion a lotted plan, with Tremel shown as lot No. 1, Vail's land unnumbered, and eleven lots numbered 28 to 37. The land conveyed was lot No. 31 and comprised the land coloured blue on the estate plan, plus most of the Falkland Lodge area. According to the abstract, the covenants on this occasion were simply with Charles Denny, heirs and assigns not being mentioned. The stipulations followed those of 1902, with an added provision against more than one house. This last stipulation would conflict with the new plan. But the covenant, on its wording, may well have been purely personal to Charles Denny. Nor has its benefit ever been assigned. Moreover, a much larger piece of land adjacent to plot No. 31 was conveyed a year later to Miss Lever herself, so that there was unity of seisin between the burdened land and the land which the covenants would be most calculated to protect. In all the circumstances, I am of the opinion that there is no

prospect of the covenants of 21st May 1908 being held enforceable.

6. On 3rd June 1909, Charles Denny conveyed to Miss Lever the larger area mentioned above. It covers all the land now shewn edged yellow and some of what is now edged green. By this time, Charles Denny's retained land had been much reduced. The plan drawn on this conveyance shews it as too large since it marks as his the whole of the Tremel area, which actually belonged to F.W.Denny. The covenant was with "the Vendor his heirs and assigns". It would be enforceable by an express assignee under Miles v. Easter, the retained land shewn in the plan, but less Tremel, being the "ascertainable" land for the purposes of the rule. But there is no trace of an express assignment of the benefit by Charles Denny with any of the retained land. The stipulations suddenly become far more complex, and have a provision about density which would conflict with the new plan. The lotting which had appeared in the previous conveyance disappears. In the absence of an express assignment of the benefit of this covenant in Charles Denny's later conveyances, however, I see no prospect of this covenant being held enforceable.

7. Charles Denny's next conveyance was to Leonard Blake: it was dated 9th June 1910. It comprised Larchwood and some of the land edged blue on the estate map. The covenant which it contains is again expressed to be with "the Vendor his heirs and assigns". The plan indicates retained land which seems to include Moor House, Rumah Kitchel and The Cottage, together with the scrubland and some of the land edged green. This is the "ascertainable" land for the purposes of Miles v. Easter. The lotting has, of course, gone. The stipulations are in the complex form and include a provision as to density which would conflict with the new plan. But as none of Charles Denny's conveyances of the small remaining amount of "ascertainable" land appears to include an express

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assignment of the benefit of this covenant, I do not see how it can be enforceable now. Besides, as appears from the next document, parts of the "ascertainable" land soon came into unity of seisin with the burdened land.

8. On 10th April 1911 Charles Denny conveyed to Leonard Blake, The Cottage, Rumah Kitchel and the northern part of the land edged blue on the estate map. The words of covenant were in substantially the same form as in Blake's previous conveyance; stipulations were simpler, but would still apparently conflict with the new scheme. By this time there was very little retained land indeed, but it did include the scrub land, which is marked as retained on the plan. This covenant too fails to be enforceable for want of express assignment. It looks as if Moor House was also retained; but it is not expressly shewn on the plan.

9. On 18th September 1911 Charles Denny conveyed to Charles Hunt, an angular piece of land which appears to have included the scrub land, Moor House and some of the land edged green connecting them together. This seems to have been Charles Denny's last piece of the land which he acquired in 1902. Therefore (unless he had other land of which I know nothing) he had no land which could be protected by any covenants in this conveyance. The plan shews the land conveyed as being entirely bounded by land of owners other than the Vendor. There were, nevertheless, covenants in the Miles v. Easter form, with a stipulation as to density which could conflict with the new plan. But as this was the covenantee's last land, and^{as} there is anyhow no trace of an attempt to assign the benefit of this covenant, I see no basis for it now to be enforced. The stipulations, incidentally, are in yet another pattern.

10. That concludes my review of the covenants given and taken by Charles Denny in his own right and my reasons for being of the opinion that none of them are enforceable. This part of the matter can be looked at also in another way. The

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estate plan and my instructions shew that last year my present clients owned simultaneously the whole of what Charles Denny acquired in 1902 except (i) Vail's land (ii) Falkland Lodge (iii) The Cottage (iv) Rumah Kitchel and (v) the scrub land. As my four clients were at that stage obviously working together to propound the present plan, I should have thought it impossible for equity to be asked later to enforce any covenants in conflict with that plan as between any of my clients and any of the persons claiming under them. That leaves the five outside pieces of land. The owners of Vail's land obviously cannot enforce any of the covenants obtained by Charles Denny: their predecessor Vail claimed through Denny at a date when none of the covenants existed. The owner of Falkland Lodge claims under Miss Lever who had unity of seisin of all the eastern part of the estate. She obtained Falkland Lodge when no covenants existed except those of Tremel and the surrounding land edged red, and those of Vail. The only person whom this owner could sue would be the owner of the land edged red upon the Tremel covenants of 1906. But those covenants do not conflict with a scheme. That leaves the other three areas in the middle of the western boundary. These three owners are not subject to any comprehensive answer, except that their predecessor had no express assignment. But if they sue in respect of what is done on several of the nearer pieces of land they will be met with a plea of unity of seisin.

11. There remain three instruments extracts from which are in the folder which is Document 4 with my instruments.

First, there seems to have been a conveyance to James Orman (Charles Denny's vendor) dated 7th July 1902. It was the subject of an acknowledgement in the indenture of 31st December 1902, but otherwise all that I know of it is in the copy (in folder 4) of the covenants contained in it. These covenants are in the Miles v. Easter form, and it is most unlikely that anyone is express assignee of the

benefit of them. But that as it may, its only negative stipulations are the usual ones, found in the 1902 and 1906 conveyances, against objectionable businesses, and it can therefore have no bearing on the proposed housing development.

Second, there is a conveyance of 26th November 1917 by Leonard Blake to the Misses Cassidy. This is a conveyance of Bouldnor (later Larchwood) and the land edged blue on the estate plan and lettered A. The covenant is in the Miles v. Easter form and the stipulations mainly follow those which Blake had himself entered into on the southern part of the land. But the back part (lettered A in the estate plan) is subjected also to a total prohibition of building. The only other land that Blake ever had was The Cottage and Rumah Kitchel. The plan on the conveyance of 26th November 1917 does not mark them as still belonging to him. If they then did not, these

covenants obviously cannot be enforced. If he still had those pieces of land, the benefit may have been assigned when he sold them. Clearly it is of great interest to The Cottage and Rumah Kitchel to have this open land behind them. And as I cannot find in my papers anything to shew when Blake parted with these parts of his property I can express no opinion save that the new plan may be vulnerable here.

Third, there was an indenture of 13th November 1914 by which F.W. Denny's mortgagees and executor conveyed Tremel and the land edged red, apparently following an auction of F.W. Denny's property at which this area was Lot

3. This indenture contains restrictive covenants with a declaration plainly annexing them to the rest of F.W. Denny's land, whether sold at the auction or not. In principle, these covenants are good, binding and enforceable as annexed covenants under Rogers v. Hosegood. I do not know where F.W. Denny's other land was. It must have been outside the area hitherto discussed. But the present owners

They did not see Memo and. on Abstract of the Conveyance of 10 April 1911 showing that "The Cottage" land and Rumah Kitchel were sold by Blake on 12 July 1912 and 5 Feb 1912 respectively Philip Evans & Co.

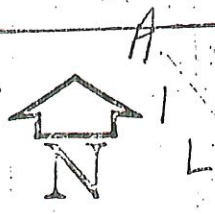
of any parts of it, which are near enough to the burdened land to be affected by what goes on there, would be entitled to obtain an injunction against anything infringing the stipulations, which the activities on the land edged red evidently would do: stipulation (c) allows only one house on the area and Tremel is there already. This last covenant is much the most serious thing in the case, so far as it goes; but of course it affects only the land edged red.

Tremel

Lincoln's Inn

27. i: 64

Sold by Devis to Vail
14 Aug 1905



Approx. Scale : 1/1250

Suggested position of
Dwage Disposal Plant

392'6"

Wm?
scrub land

Thursden L. has been in company
2-18-9-1911

375'

THE COTTAGE

RUMAN
KITCHEL

ROAD

PINEWOOD

TREMER

LARCHWOOD

MOOR HOUSE

FALMLED LODGE

RIDING GATE

AVENUE

QUEENS

BEAUFOYS

ROAD

246' x 738'

BASED UPON THE
ORDNANCE SURVEY
WITH THE SANCTION OF
H.M. STATIONERY OFFICE
'CROWN COPYRIGHT'
1905

THIS PLAN IS FOR
IDENTIFICATION PURPOSES
ONLY AND ITS ACCURACY
IS NOT GUARANTEED NOR
DOES IT FORM PART
OF ANY CONTRACT.

IN THE MATTER OF :-

MR. C. and MRS. K.M. OWEN. MR. J.M. BEGG.

MRS. A.J. KIRKPATRICK and COLONEL S. TAYLOR.

- and -

THE ENFORCEABILITY OF THE RESTRICTIVE COVENANTS
AFFECTING LAND AT BRAUVOYS AVENUE, FERNDOWN, IN THE
COUNTY OF DORSET.

COPY ESTATE PLAN

No. 2.

Mr. G.H. Newson, Q.C.

Philip Evans & Co,
16, Christchurch Road,
Bournemouth, Hants.

24 October



1883

In the LANDS TRIBUNAL

IN THE MATTER OF AN APPLICATION UNDER
SECTION 84 OF THE LAW OF PROPERTY ACT 1925

Case title no. (quote on all enquiries)	LP/28/2003
Applicant	McCarthy & Stone (Developments) Ltd
Objectors	None

FINAL ORDER

The Lands Tribunal having read –

- (a) the application dated 6 June 2003 made under section 84 of the Law of Property Act 1925 (“the Act”) by McCarthy & Stone (Developments) Ltd (“the Originating Applicant”) who claim to be entitled to a freehold interest in the land described in the **First Schedule** (“the application land”)
- (b) the conveyances referred to in the **Second Schedule** containing the restrictions set out in the **Third Schedule** affecting the application land
- (c) the certificate of compliance dated 29 December 2003 by which the Originating Applicant satisfied the Tribunal that the application was advertised and notice given to persons who appeared to be entitled to the benefit of the restrictions

And no objection having been made to this Application

Having heard Counsel for the Originating Applicant

And the Tribunal having been satisfied that the discharge wholly of the restrictions set out in the **Third Schedule** below contained in the Conveyances and deeds affecting the Application land should be granted under subsections (1)(a)(aa) and (c) of Section 84 of the Act

It is ordered that the restrictions set out in the **Third Schedule** affecting the land described in the **First Schedule** be discharged wholly

First Schedule

Land at 14/14A The Avenue, Westbourne, Poole, Dorset which land is registered at H.M Land Registry under title number DT198376

Second Schedule

The first restrictions were imposed by a conveyance dated 24 October 1883 made between (1) Janet Anne Bury, (2) Francis George Bury and Henry Bury and (3) Mark Carpenter as modified by a deed dated 7 July 1955 made between (1) The Branksome Park Association Limited and (2) Gladys Hope Brown.

LANDS TRIBUNAL

LP/.../...

FORM OF APPLICATION UNDER SECTION 84
OF THE LAW OF PROPERTY ACT 1925
TO DISCHARGE OR MODIFY A RESTRICTIVE COVENANT

1. Applicant: McCarthy & Stone (Developments) Limited of [please set out address], telephone number [...].
2. Applicant's representative: Donald Agnew, solicitor and partner in Blake Lapthorn, New Court, 1 Barnes Wallis Road, Segensworth, Fareham, Hampshire PO15 5UA, telephone 01489 579990. DX address 132290 FAREHAM 5.
3. Application land: 14/14A The Avenue, Westbourne, Poole, Dorset, registered at HM Land Registry under Title No. DT198376. The extent of the application land is shown edged in red on the office copy entry plan appended to this application.
4. Applicant's interest in the land: Registered proprietor under Title No. DT198376.
5. Land in which the Applicant has an interest: The application land, as described in paragraph 3 above.
6. Land subject to the burden of the restrictive covenant: Please refer to the copy office copy entries appended hereto, which make it clear that two sets of restrictive covenant affected the application land: the land shown

coloured pink on the office copy entry plan is (or was) affected by restrictive covenants contained in a Conveyance dated 24 October 1883, the relevant parts of which are summarised in paragraph 1 in the Schedule of Restrictive Covenants, as amended by the variation at paragraph 2. The land shown shaded blue on the office copy entry plan is (or was) affected by covenants in a Conveyance dated 23 June 1886, extracted in paragraph 3 of the Schedule of Restrictive Covenants, and again amended by the Deed summarised at paragraph 4 of that Schedule.

7. Land to which the benefit of the covenant is believed to attach.

The Applicant is aware from the terms of the extracts in the Charges Register of its title of the 19th Century Deeds referred to above that the benefited land formed part of an estate known as the "Branksome Tower Estate". The Applicant ^{has} no knowledge either of the area of that estate, or of the current owner or owners of the estate, or of any other land, the owners of which might be said to enjoy the benefit of the covenants. The Applicant is, however, aware that on the occasion of both the variations of the covenants referred to above, the entity purporting to permit the variations was The Branksome Park Association Limited. The Applicant has made enquiries, and ascertained that there is a company known as the Branksome Park Association Limited in existence, although this company was incorporated as Blind Image Limited in 1981. That company then changed its name to "Branksome Park Association Limited", and then subsequently to "The Branksome Park Association Limited" in April 1982. The Applicant is aware that this company (the directors and shareholders of which appear to be a local property company) purports to be entitled to enforce the covenants referred to above, but does not know how it claims to be, or is, entitled to do so.

The Applicant has written to the Branksome Park Association Limited in order to ascertain whether it claims to be entitled to the benefit of the covenants and, if so, how it proposes to support that claim. The Applicant has not had a reply to its letter, a copy of which is also appended to this application.

Wks
note
D.L.

The Applicant has not taken any other steps to identify those who might be entitled to the benefit of the covenants, but will of course take any step the Tribunal considers appropriate in this regard.¹

8. The legal instrument under which the restriction was imposed.

The covenants were imposed by the two Deeds dated 1883 and 1886 referred to above. The Applicant has no details of those Deeds save for the extracts set out in the register of its title, a copy of which is appended to this application.

9. Whether the Applicant is in breach of any of the restrictions imposed by the legal instrument under which the covenant was imposed: No.

10. The restriction(s) the subject of this application.

(a) The restrictions imposed by the Conveyance dated 24 October 1883 upon the covenantor were that he:

“shall not nor will erect or permit to be erected upon the said parcels of land and premises any buildings whatsoever except for the purposes of a dwelling-house or dwelling-houses and that each one dwelling-house shall be detached and have at least one acre of land attached thereto and shall be of the value of not less than £1,000 And shall not be erected until the site and elevation thereof and the site of the necessary offices thereto shall be been approved of by [the covenantees] or their respective successors or successor in title or their or his Surveyor and shall not nor will after any such dwelling-house or offices shall have been erected alter or

¹ Please see my Opinion.

permit to be altered the site or elevation thereof without such approval as aforesaid and shall nor will within the period of ten years from the date of these presents cut top or carry away any of the trees now standing on the said parcels of land and premises save and except such as may be necessary for the building of the said dwelling-house or dwelling-houses or for the purpose of making kitchen gardens or for the purpose of attaining a view or for necessary thinning without the approval of [the covenantees] or the respective successors or successor in title or their or his Surveyor"²

- (b) The covenants set out above were expressed to be varied by a Deed dated 7 July 1955 permitting the grantee to use the part of the application land shown shaded pink on the plan attached to the appended office copy entries as seven self-contained flats.
- (c) The Conveyance dated 23 June 1886 referred to at paragraph 3 of the Schedule of Restrictive Covenants contains the following covenants by the covenantor:

"And not without the consent in writing of the owners or owner for the time being of the Branksome Tower Estate to make alterations in the plan design elevation architectural decoration or site of the said messuage or dwelling-house and buildings nor erect any other messuage building wall or fences on the said parcel of ground nor cut top lop or carry away any of the trees standing or being or which may at any time thereafter stand or be on the said piece of land without such consent as aforesaid (unless for necessary thinning ... but use the same as a private dwelling-house only and keep such part of the said land as shall not be built upon as ornamental or kitchen garden or Pleasure Grounds ..."³

- (d) The covenant quoted immediately above was expressed to be varied by a Deed made on 27 November 1952 by which permission was given "to

² My Instructing Solicitor should excise the last part of this covenant relating to trees if the proposed redevelopment does not involve any breach of this part of the covenants.

³ Please again delete all references to trees as necessary.

sever and divide the said premises into two separate hereditaments", and by which the covenantor covenanted:

"That no [sic] completion of the said severance the Grantee will cause the gardens of the said premises to be laid out as private gardens and will at all times thereafter keep the said gardens properly cultivated and in neat and tidy condition".

11. Whether the application is for

- (i) discharge, or
- (ii) modification, or
- (iii) discharge or modification in the alternative:

The application is for discharge or modification in the alternative.

12. If the application is for discharge of the modification:

12.1 Specify which of grounds (a), (aa), (b) and (c) of section 84(1) of the Law of Property Act 1925 (as amended) are relied on:

Grounds (a), (aa) and (c) are relied upon.

12.2 Set out, under each of the grounds relied on, relevant particulars of the grounds.

Ground (a):

Changes in the character of the property: the application land comprises two substantial properties set in extensive grounds. The larger property, at No.14 The Avenue, is very run down and dilapidated, and is evidence of the lack of demand for such properties.

Changes in the character of the neighbourhood: the great majority of what once were similar properties in the neighbourhood have now been demolished and

redeveloped as blocks of flats. The Applicant will in early course file a report showing details of the properties in the area which bear out this proposition.⁴

(aa) The reasonable user that is impeded by the restriction:

The Applicant's proposal, which is to redevelop the application land by the provision of a block of 65 flats for elderly residents, accords with most of the aims, objectives and policies of the Adopted Poole Local Plan (1998) and the First Alteration Revised Deposit Plan (November 2001).

An application in 1983 (LPA ref: 5/83 4028/6 O/A(T)) for the erection of a four storey block of 10 flats with garages and car parking, extending in total to 0.27 ha; was refused on the ground of the local authority's then Flats Development Policy, and because of the perceived impact on adjoining property. A subsequent appeal was dismissed (ref: T/APP/T1220/A/84/22619/P6 dated 26 March 1985) on the grounds of a perceived conflict with the local plan policy regarding density, and also in respect of the impact on 14A The Avenue (which the Applicant now owns).

In ...⁵ 2002, Poole Borough Council failed to determine a full planning application (LPA ref: 01/4028/007/F) to erect a five to six storey block of 64 sheltered flats for the elderly, but resolved that, had the application been before them, it would have been refused as being contrary to various policies in the Poole Local Plan, as amended, and because of a perceived failure to make a contribution towards recreational open space facilities within the borough.

⁴ But (see Opinion) it would be preferable if this report or statement could be appended to the Application itself.

⁵ Please insert exact date.

The Applicant is appealing against the Council's failure to determine, and an inquiry is to be held on [date]⁶.

held
adjourned

If the appeal is determined in the Applicant's favour, then the Applicant will contend that, prima facie, the development allowed by the Council will be a reasonable user of the application land.

Ground (c): No injury

Without knowing the particulars of any objector or objection, it is difficult for the Applicant to controvert an apprehension that there might be injury were the covenants to be discharged. Suffice it to say, for present purposes, the Applicant does not believe, given the scale of the redevelopment of properties in the locality over the years, that its proposed development would make any difference to the overall amenity of the area.

13. If the application is for modification of the restriction:

The Applicant's primary case is for discharge, given the scale of the redevelopment proposals. However, if it subsequently transpires that planning permission for a development on a reduced scale is allowed, then the Applicant will contend for such modification as is necessary to achieve that reduced development, and will be content with any other remaining restrictions being left extant. Its reasons supporting the grounds for modification rather than discharge are exactly the same as those set out above under paragraph 12.

14. Signature and Date

Signed ...

Donald Agnew

⁶ I note from para 1.1 of the Statement of Common Ground that this was to be held on 30.4.02. Presumably this did not take place, and a date for the adjourned hearing is now known.

Blake Laphorn

Solicitor for the Applicant

I have paid the setting down fee of £200 and I accept responsibility for the conduct of the case and the payment of late fees.

Enclosures:

- Office copy of register entries for Title No. DT198376
- Letter dated 23 May 2002 to the Branksome Park Association Limited
- Copy application for development of application land.

To the Lands Tribunal, 48/49 Chancery Lane, London WC2A 1JR

Telephone 7947 7200; fax 7947 7215

IN THE LANDS TRIBUNAL

Application No. LP/28/2003

IN THE MATTER OF:

SECTION 84 OF THE LAW OF PROPERTY ACT 1925

and

RESTRICTIONS AFFECTING 14/14A THE AVENUE
WESTBOURNE, POOLE, DORSET REGISTERED AT
HM LAND REGISTRY UNDER TITLE NO. DT198376

**SKELETON ARGUMENT
FOR THE APPLICANT**

Introduction

1. This is an unopposed application by McCarthy & Stone (Developments) Limited ("the Applicant") for the discharge or modification of restrictive covenants affecting 14/14A The Avenue, Westbourne, Poole, Dorset registered at HM Land Registry under Title No. DT198376 ("the Property").

2. The Application is dated 6th June 2003. The restrictive covenants which are the subject of this Application (imposed in 1883 and 1886 respectively) are set out at paragraph 10 of the Application. The Applicant's unsuccessful attempts to locate any individual(s) with the benefit of the covenants are set out at paragraph 7 of the Application.

3. On 29th December 2003 the solicitors for the Applicant, Blake Lapthorn Linnell filed pursuant to Rule 14(4) of the Lands Tribunal Rules 1996 a Certificate of Compliance with the directions of the Lands Tribunal of 17th October 2003. A copy of the advertisement placed in two local newspapers is at Annex 2 to the Certificate of Compliance. A copy of the notice displayed at the Property is at Annex 3. A copy of the further letter sent to The Branksome Park Association Ltd is at Annex 4. A draft of the letter sent to the owners and/or occupiers of land in the vicinity (as per the Tribunal's directions of 17th October 2003) is also at Annex 4. A list of all the addresses to which that letter was sent is at Annex 5.

4. Notwithstanding the publication of the notices in the various ways described above, no objections to this Application have been received.

5. In all the circumstances, the Applicant remains unable to identify any person(s) entitled to the benefit of the covenants.

6. The Application is made under subsections (a), (aa) and (c) of Section 84(1) of the Law of Property Act 1925.

Ground (a)

7. The Applicant contends that by reason of changes in (a) the character of the Property and (b) the neighbourhood, the restriction ought to be deemed obsolete.

8. As far as changes in the character of the Property are concerned, the Property comprises two substantial properties set in extensive grounds. The

DEMOLISHED

larger property, at No. 14 The Avenue, is very run down and dilapidated, the Applicant contends because of the lack of demand for such properties.

9. The Applicant places most reliance upon the changes in the character of the neighbourhood. The great majority of what were once similar properties in the neighbourhood have now been demolished and/or redeveloped, mostly as blocks of flats. In this respect the Applicant relies upon the report of Robert John Fairbairn FRICS of 4th December 2002 and in particular his conclusions at Section 5.

10. The principal authority on the words "ought to be deemed obsolete" is Re Truman, Hanbury, Buxton & Co Ltd's Application [1956] 1 QB 261 at pages 271-272. More modern illustrations of the test are found in Re Bradley Clare Estates Ltd's Application (1987) 55 P&CR 126 at pages 130-131 and Re Kennett Properties Ltd's Application [1996] 2 EGLR 163 at pages 164M-165C and 166E-G.

11. The clear object of the covenants imposed over a century ago was to limit plot development so as to preserve the then character of the area. This purpose has now been completely defeated. The covenants no longer serve any useful purpose and are obsolete.

12. Alternatively, if, contrary to the Applicant's primary submissions, the Tribunal considers that any of the original objects of the covenants can still be fulfilled, the Applicant requests such modification of the covenants as is necessary to achieve its planned development, as in the case of Re Briarwood Estates Ltd (1979) 39 P&CR 419.

Ground (aa)

13. The Applicant contends that (a) the continued existence of the covenants would impede a reasonable user of the land for private purposes and (b) that the restrictions in impeding such user do not secure to any persons entitled to the benefit of them any practical benefits of substantial value or advantage to them.

14. As stated in the Application, on 28th January 2003 an application for planning permission for ~~18~~ open market units comprising two blocks of flats was submitted. On 29th January 2004 Poole Borough Council Planning Committee agreed that the Head of Planning Design and Control Services should be authorised to grant planning permission subject to the Applicant's entry into a Section 106 agreement and agreement to contribute towards the cost of a Toucan Crossing.

*54 Act II Sheltered Housing Units
421 bed 12.2 bed to 12 bed floor
Floor*

15. Extracts from the Poole Local Plan and detailed policies are annexed to the report of Robert John Fairbairn FRICS of 4th December 2002 at RJF1 and RJF2.

16. In Re Bass Ltd's Application (1973) 26 P&CR 156 at page 158 the relevant questions which arose under sub-section 1(aa) were said to be:

- (a) Is the proposed user reasonable?
- (b) Do the covenants impede that user?
- (c) Does impeding the user secure practical benefits to the objectors?
- (d) If yes, are those benefits of substantial value or advantage?
- (e) If the answer to (d) is negative, would money be an adequate compensation?

17. The imminent grant of planning permission is very persuasive evidence that the proposed user is reasonable: see Re Bass Ltd's Application (1973) 26 P&CR 156 at page 158. The covenants clearly impede the proposed use.

18. Given that all persons who might reasonably be supposed to be possibly entitled to the benefit of the restriction have been served with notice of the Application, and none have responded, it is to be presumed for these purposes that there is no person entitled to the benefit of the covenants and/or that the covenants do not secure any practical benefits of substantial value or advantage.

19. For an example of a successful application under ground (aa) in which no compensation was held to be payable, see Re Poulton's Application (1992) 65 P&CR 319.

20. Again, in the alternative the Applicant requests such modification of the covenants as is necessary to achieve its planned development.

Ground (c)

21. The Tribunal is invited to conclude that the proposed discharge will not injure any persons entitled to the benefit of the restrictions. Relevant factors include:

- (a) the fact that all of the surrounding properties have already been developed, as can be seen from the plan annexed to the report of Robert Fairbairn FRICS at RJF3;

- (b) the failure of The Branksome Park Association Ltd or any other person served with the Application to object to the proposed discharge of the covenants.

The exercise of the Tribunal's discretion

22. In all the circumstances, the Applicant requests the Tribunal to order the discharge or modification of the restrictive covenants on the grounds set out above. In determining whether the restrictions ought to be discharged or modified, the Tribunal is invited to have regard to:

- (a) the fact that the covenants were imposed in the late 1880s;
- (b) the context in which the covenants were imposed;
- (c) the changes in the neighbourhood since that date;
- (d) the local development plan;
- (e) the Applicant's expectation that planning permission for its proposed development is about to be granted; and
- (f) the absence of any objections to this Application.

EMILY WINDSOR

24th March 2004

From: Tony Parkinson [mailto:tonyparki@aol.com]

Sent: 01 February 2018 16:13

To: Bournemouth & District Law Society

Subject: Re: BDLS 2018 4TH EDITION RESTRICTIVE COVENANTS REGISTER

Dear Julie, Although long retired I was still interested in the Register as I provided some assistance for the First Edition.

One bit of factual information may be relevant: **Chewton Park Estate**; Mr and Mrs M R Baker no longer own a property on the estate having moved in the locality.

Can you feed this through to Jim Salway.

Kind regards,

Tony Parkinson

The Chewton Park Covenants – Walkford, Christchurch

Summary

Chewton Park Estate Limited (the Company) is the legal assignee of the benefit of the restrictive covenants imposed on the Chewton Park Estate (the Estate). The Estate consists of an area in Walkford in Highcliffe bordered by Chewton Farm Road, Walkford Road and Seaview Road and includes all houses on both sides of Avenue Road which runs down the centre of the Estate.

Mr Heppenstall originally acquired the land in 1911 and over a period of years sold plots to individual purchasers. In 1989 the balance of the original Estate (which had not been sold off), including the benefit of the restrictive covenants imposed on the purchasers of the relevant properties comprising the Estate, was legally assigned to Mr/s Baker who subsequently transferred their interest to a limited company, now known as Chewton Park Estate Limited.

Title documents can be made available as follows:-

1. Title to Seaview Road/Benefit of covenants:-
 - a. Original Indenture 7th March 1911 (conveying the land to Heppenstall)
 - b. 1989 Transfer (Heppenstall Trustees to Mr/s Baker)
 - c. 1991 Transfer (Mr/s Baker to Bushstock Ltd)
 - d. Certificate on Change of Name – Bushstock Ltd to Wessex Legal Services Ltd
 - e. Certificate on Change of Name – Wessex Legal Services Ltd to Chewton Park Estate Ltd
 - f. Office Copy entries – DT171211 (Sea View Road)

Enforceability of the Restrictive Covenants

It is understood that the covenants have been upheld in the Lands Tribunal following a case in 1989/1990 involving the erection of more than one dwelling house on a plot in Seaview Road. Mr/s Baker were party to such litigation.

A significant amount of development has taken place on the Estate in recent years and where appropriate any such development has, it is believed, been the subject of a formal release or variation by Mr/s Baker and/or Chewton Park Estate Limited as the beneficiary of the relevant covenants.

It is the position of Chewton Park Estate Limited that the benefit of the covenants rest with it as the legal assignee.

Chewton Park Estate

Restrictive Covenants

Location

The Chewton Park Estate is the area in Walkford in Highcliffe bordered by Chewton Farm Road, Walkford Road and Seaview Road and includes all houses on both sides of Avenue Road which runs down the centre of the Estate.

Background

Mr Herbert C. Heppenstall purchased the land in 1911 and laid out the land for development by marking out the area in numbered building plots. He then proceeded to sell the plots for development to individuals, or in blocks to builders. Some plots were sold off in the period 1911 to 1913 and then after a break (due presumably to the First World War) the rest were sold off from the autumn of 1919 through to 1923.

In each case when the plots were sold they were subject to the same detailed restrictive covenant. The intention to do this is confirmed by the auction particulars issued at the time of the sales and also by a review of twenty-five titles on the estate, all of which are subject to the restrictive covenant. The restrictive covenant is copied at the end of this note and includes the provision under paragraph 3:

One detached house only shall be erected on each of Plots 1 to 17 inclusive and one house only detached or semi-detached shall be erected on each of plots 18 to 32 inclusive and one detached house only shall be erected on each of the remaining plots of the Estate.

Plots 1 to 17 are along Seaview Road and Chewton Farm Road; Plots 18 to 32 are the first plots along Walkford Road coming from the Chewton Farm Road direction and the remaining plots include the remaining plots along Walkford Road and all those in Avenue Road.

Enforceability by way of building scheme

For a covenant to be enforceable by way of a building scheme it is necessary to show that all titles derive from a common vendor who laid out the estate in lots subject to restrictions which were intended to be imposed on all of them and were consistent with a general scheme of development. This is the case here.

It also needs to be shown that the restrictions were to be for the benefit of the other lots and this is shown in a statement made by the vendor that the building restrictions were for the benefit of the purchasers and in other documents.

It is submitted that this is a building scheme and as a result the restrictive covenants are enforceable by all the current owners of the plots on the Estate.

At the time of preparing this note, I have a list of twenty owners of plots on the Chewton Farm Estate saying they would support the upholding of the restrictive covenants.

Enforceability by Annexation

As well as the enforceability due to the building scheme, the restrictive covenant is also expressed to be enforceable by Mr H.C. Heppenstalls's 'heirs and assigns'.

As the plots were sold off, Mr Heppenstall still retained the plots not yet sold. It is submitted that those unsold plots therefore have the benefit of the restrictive covenants and those who bought those plots subsequently are able to enforce the covenants as an assignee of Mr Heppenstall. Although the assignments are pre-1926, the restrictive covenant confirms that it is to run with the land.

Peter J. Watson-Lee

Solicitor

14 Chewton Farm Road, Walkford, Christchurch BH23 5QN

01202 484242

June 2020

RESTRICTIVE COVENANT IN FULL:

"The Purchaser doth hereby covenant with the Vendor his heirs and assigns that the Purchaser and all persons claiming through or under him will for hereafter observe perform and fulfil the conditions restrictions and stipulations specified and set forth in the Schedule hereto and will upon every Conveyance by him of the said hereditaments or any part thereof cause to be inserted in such Conveyance covenants with him similar in every respect to the covenants herein entered into by him so far as applicable to the piece of land sold it being the intention of the parties hereto that so far as the rules of law and equity will permit the burden of the covenants conditions restrictions and stipulations contained herein and in the said Schedule shall so far as is applicable run with the land and be enforceable against the person or persons for the time being seised of the same

THE SCHEDULE above referred to
Stipulations

1. The Purchaser shall erect within three calendar months after completion of his purchase and at all times thereafter maintain good and substantial fences on the sides of the plot of land purchased by him marked "T" on the Estate Plan within the boundary such fences not to exceed 6 feet in height.

2. No building other than a fence wall not exceeding 3 feet 6 inches in height shall be erected on any plot between the Road in front thereof and the building line on the Plan.
3. One detached house only shall be erected on each of Plots 1 to 17 inclusive and one house only detached or semi-detached shall be erected on each of plots 18 to 32 inclusive and one detached house only shall be erected on each of the remaining plots of the Estate. The sum expended on the erection of each house shall not be less than £500 as to plots 1 to 15 inclusive, £300 as for plots 18 to 32 inclusive if detached and £250 if semi-detached, and £350 as to each of the remaining plots of the Estate such costs in each case to be exclusive of any stabling and outbuildings
4. No building of any kind other than private dwellinghouses with appropriate offices and outbuildings shall be erected on any Plot except as to Plots 18 to 30 inclusive and except such last numbered Plots no trade or business of any kind shall be carried on upon any part of any plot or building on the Estate shall be used for the purpose of any noxious noisome or offensive trade or business. Nothing which may be or grow to be a nuisance or annoyance or disturbance to the Vendor or to any Purchaser Lessee or Occupier of any part of the Estate shall be committed or suffered upon the land.
5. The Purchaser shall submit to the Vendor the Plans of all the buildings to be erected on the said premises and shall not commence any building until the Plans thereof have been approved in writing by the Vendor or his Agent. The Purchaser shall pay to the Vendor on submitting any plan in accordance with the stipulation a fee of half a guinea
6. No Purchaser shall excavate or remove from any plot any gravel sand or soil except for the purpose of erecting buildings upon the same and no Purchaser shall bake or burn any bricks pipes earth or clay on any plot
7. The Purchaser of each Plot shall pay to the Vendor upon demand in writing from time to time a proportion of the expenses of providing and laying sewers calculated at the rate of 3/- per foot frontage of such Plot and also such proportion as the Vendor's Surveyor for the time being shall assess of the expenses of repairing and maintaining the road or roads on the Estate when made (not being highways) to which his plot has a frontage and of keeping such works in repair until the same shall be taken over by the Local Authority. Such assessment as aforesaid shall be made with due regard to the relative frontage of the plot or plots as compared with the other plots in the same road and such assessment shall be final and binding on all parties
8. All roads (when made) to which the plots have frontages are public highways. Nevertheless (as between himself and all Purchasers) the Vendor reserves the right to form and make any new roads or to remake any old road to such level with such gradients and in such manner as he may decide and for that purpose to make cuttings and embankments upon any plot and deposit thereon and remove and dispose of any surplus earth or to make sewers or drains or lay gas electric or water mains in any roadway or to repair any such works. No Purchaser shall obstruct the passage of other owners of plots or the public by the deposit of any materials in the road or footpath in front of any plot nor remove nor disturb the soil or surface of any except for the purpose of repairing the same or laying gas water drain or other pipes from any plot to the mains in any of which said cases the said road shall be forthwith made good and the repair consolidated by the Purchaser to the satisfaction of the Vendor. No public roads or footpaths shall be formed over the premises without the Vendor's consent.

9. No hut caravan shed house on wheels or other chattel adapted or intended for use as a dwellinghouse or sleeping apartment booth show, swing or roundabout shall be erected or allowed to remain on any plot and gipsies and others shall not be allowed to encamp thereon The Vendor may remove and dispose of any such hut, caravan, shed on wheels, or other chattels as aforesaid and for that purpose may break fences and forcibly enter upon any plot and shall not be responsible for the safe keeping of anything so removed, or for the loss thereof, or for the use thereof, or any damage thereto

10. The Purchaser of each Lot shall at all times after the main or distributing main water pipes of the West Hants Water Company (or other Company or Corporation for the time being supplying the Estate with water) shall have been laid under the highways adjoining and the principal roads of the said Estate draw water on such plots on which buildings are or shall be erected exclusively from such main or distributing main water pipes and will not sink any well upon the said plots or any part thereof or draw a supply of water from any well which may for the time being be subsisting upon the said plots provided that the Company or Corporation which professes to supply the said Estate with water gives or provides an adequate supply in accordance with the Act of Parliament or other their stipulations and conditions for the time being

11. The scheme of roads building lines and other matters as shown on the said Plan and 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.

Subject: Philip Rowley - 2 White Close Oakdale
From: Mark Daniels <Mark.Daniels@trethowans.com>
Date: 08/11/2018 16:53
To: Simone Bayly <sbayly@frettens.co.uk>

Dear Simone,

Thanks for your letter of 2 November relating to the above.

There is no-one in the firm who has any knowledge of this now, but we believe it related to the **Sunderland Trust** which was wound up years ago. Whether Mr Lott was a beneficiary who received the benefit of the covenants we cannot say without further investigation, for which we'd need to charge a fee.

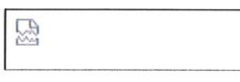
You might want to contact him and see or the BDLS might have a copy of the 2013 email?

Sorry I cannot be of any more assistance.

Kind regards

Mark Daniels
Partner & Head of Residential Property Poole
For and on behalf of Trethowans LLP
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