

Unregistered title to 9 Castle Hill Blakey: Conveyance of 9 Castle Hill Blakey dated 4 May 1987

THIS CONVEYANCE is made the *4th* day of *May 1987* BETWEEN (1) EMILY HANNAH RUSH of 9 Castle Hill Blakey Cornshire ('the Seller') and (2) JULIAN DOYLE and MILDRED HARRIET DOYLE both of 18 Park Road Blakey Cornshire ('the Buyers')

WHEREAS

- (1) The Seller is seized of the property described in the First Schedule hereto ('the Property') for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from encumbrances
- (2) The Seller has agreed to sell the Property to the Buyers at the price of twenty-five thousand pounds (£25,000.00) and the Buyers have agreed to hold the Property as joint tenants in equity

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of fifty-five thousand pounds (£55,000.00) paid by the Buyers to the Seller (the receipt whereof the Seller hereby acknowledges) the Seller with full title guarantee HEREBY CONVEYS unto the Buyers ALL THAT the Property TOGETHER WITH the rights set out in the Second Schedule hereto EXCEPTING AND RESERVING to the Seller and her successors in title the owners and occupiers for the time being of the land retained by the Seller ('the Retained Land') described in the Third Schedule hereto the rights set out in the Fourth Schedule hereto TO HOLD the same unto the Buyers in fee simple SUBJECT TO rights of drainage and rights of user over parts of the accessways and passageways situated within the Property SUBJECT ALSO TO the restrictive covenants ('the Covenants') contained or referred to in a conveyance dated 28 January 1957 and made between (1) Bernard Louis Craddock and (2) Fergal Patrick Stubbs so far as the same affect the Property and are still subsisting and capable of being enforced.
2. IT IS HEREBY AGREED AND DECLARED that the Buyers shall not by implication or otherwise become entitled to any rights of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes
3. THE Buyers (with the object of affording to the Seller a full indemnity in respect of any breach of the Covenants but not further or otherwise) HEREBY JOINTLY AND SEVERALLY COVENANT with the Seller that the Buyers and the persons deriving title under them will at all times hereafter observe and perform the Covenants and keep the Seller and her estate and effects indemnified against all future actions claims demands and liabilities in respect thereof so far as the same affect the Property and are still subsisting and capable of being enforced
4. FOR the benefit and protection of the Retained Land or any part or parts thereof and so as to bind so far as may be the Property into whosoever hands the same may come the Buyers HEREBY JOINTLY AND SEVERALLY COVENANT with the Seller that the Buyers and the persons deriving title under them will at all times

hereafter observe and perform the restrictions and stipulations set out in the Fifth Schedule hereto

5. THE Buyers shall stand possessed of the Property UPON TRUST to sell the same or any part thereof (with full power to postpone the sale) and to stand possessed of the net proceeds of sale and the net profits until sale in trust for themselves as joint tenants
6. PENDING the sale of the whole of the Property the Buyers shall have the same full and unrestricted powers of mortgaging charging leasing or otherwise dealing with all or any part of the Property in all respects as if they were an absolute owner thereof
7. THE Seller hereby acknowledges the right of the Buyers to the production of the documents ('the Documents') specified in the Sixth Schedule hereto (the possession of which is retained by the Seller) and to delivery of copies thereof and hereby undertakes with the Buyers for the safe custody of the Documents
8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £30,000.

IN WITNESS whereof the parties hereto have executed this deed the day and year first before written

FIRST SCHEDULE

(The property)

ALL THAT piece or parcel of land adjoining the northeast side and formerly forming part of the garden of Lady Jane Court Blakey Cornshire together with the dwellinghouse recently erected on part thereof and known as 9 Castle Hill Blakey all of which property is more particularly delineated and edged red on the plan annexed hereto (hereinafter called 'the Plan') [*The plan is not reproduced.*]

SECOND SCHEDULE

(Rights granted)

1. The free and uninterrupted right of way at all times and for all purposes with or without vehicles over the accessway shown coloured brown on the Plan leading across the Retained Land subject to the Buyers bearing a fair proportion according to user of the expense of repairing and maintaining the said accessway
2. The right to the free and uninterrupted passage of water soil gas electricity and other services through all drains channels sewers pipes cables watercourses and other conducting media ('the Conducting Media') laid or to be laid within a period of eighty years from the date hereof in on or under the Retained Land subject to the Buyers bearing a fair proportion according to user of the expense of repairing and maintaining the Conducting Media
3. The right on giving reasonable notice and at reasonable times (except in the case of emergencies) to enter upon the Retained Land for the purpose of inspecting maintaining and repairing the Conducting Media the person exercising such right causing as little damage as possible and making good any damage caused

THIRD SCHEDULE

(The retained land)

ALL THAT piece or parcel of land known as Lady Jane Court Blakey Cornshire more particularly delineated and edged blue on the Plan [*The plan is not reproduced.*]

FOURTH SCHEDULE

(Exceptions and reservations)

1. The right to the free and uninterrupted passage of water soil gas electricity and other services through the Conducting Media laid or to be laid within a period of eighty years from the date hereof in on or under the Property subject to the Seller bearing a fair proportion according to user of the expense of repairing and maintaining the Conducting Media
2. The right on giving reasonable notice and at reasonable times (except in the case of emergencies) to enter upon the Property for the purpose of inspecting maintaining and repairing the Conducting Media the person exercising such right causing as little damage as possible and making good any damage caused
3. Any easement or right of light air or otherwise which would restrict or interfere with the free use of the Retained Land for building or any other purpose

FIFTH SCHEDULE

(New covenants)

1. No building erected or to be erected on the Property shall be used otherwise than as a private dwellinghouse for the occupation of one family
2. Nothing shall be done or permitted on the Property that shall be a nuisance or annoyance to the owners or occupiers of the Retained Land
3. To maintain and repair the close boarded fence erected along the boundary between the Property and the Retained Land shown by a T mark on the Plan [*The plan is not reproduced.*]

SIXTH SCHEDULE

(The documents)

28th January 1957	Conveyance	(1) Bernard Louis Craddock (2) Fergal Patrick Stubbs
25th March 1971	Conveyance	(1) Fergal Patrick Stubbs (2) Alan Hugh Chivers
11th June 1983	Conveyance	(1) Alan Hugh Chivers (2) the Seller

SIGNED SEALED and DELIVERED
by the said EMILY HANNAH RUSH
in the presence of:

SIGNED SEALED and DELIVERED
by the said JULIAN DOYLE
and MILDRED HARRIET DOYLE
in the presence of: