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Newbury 84

P. 12



This

CONVEYANCE is made the eighteenth day of November One thousand nine hundred

and Fifty-four BETWEEN PETER DRUMMOND PIKINGTON WOOD formerly of Limberlost Farm Crookham Common Newbury in the County of Berks but now of The Larches Kingsclere in the County of Hants Farmer (hereinafter called "the Vendor") of the first part NOEL ESMEAD DE VISMES BROADBENT of The White Lodge Limberlost Farm Crookham Common aforesaid (hereinafter called "the Mortgagee") of the second part and DENNIS ORRIN THOROGOOD of Limberlost Farm Crookham Common aforesaid Farmer (hereinafter called "the Purchaser") of the third part WHEREAS :-

1. BY a Conveyance dated the nineteenth day of October One thousand nine hundred and Fifty and made between William Wallace Burdge of the first part Harold Dale and Thomas Raddon Hood of the second part and the Vendor of the third part the property hereinafter described (together with other property) was conveyed to the Vendor for an estate in fee simple in possession subject as hereinafter appears but otherwise free from incumbrances.

2. BY Legal Charge (hereinafter called "the First Legal Charge") dated the twentieth day of October One thousand nine hundred and Fifty and made between the Vendor of the one part and the said William Wallace Burdge of the other part the said property was charged by way of legal mortgage in favour of the said William Wallace Burdge to secure the payment to him of the principal sum of THREE THOUSAND FIVE HUNDRED POUNDS and interest thereon in accordance with the covenants therein contained.

3. BY Legal Charge (hereinafter called "the Second Legal Charge") dated the thirtieth day of November One thousand nine hundred and Fifty and made between the Vendor of the one part and the Mortgagee of the other part the said property was charged by way of legal mortgage in favour of the Mortgagee subject to the First Legal Charge to secure the payment to her of the principal sum of TWO THOUSAND NINE HUNDRED AND FIFTY POUNDS and interest thereon in accordance with the covenant therein contained.

4. BY Vacating Receipt (endorsed on the First Legal Charge) dated the eighteenth day of November One thousand nine hundred and Fifty-four the said William Wallace Burdge acknowledged receipt of the principal sum and all interest due and owing to him under the First Legal Charge payment having been made by the Vendor but the said principal sum of

CERTIFIED AS A TRUE COPY OF THE ORIGINAL
Horsey Lightly
HORSEY LIGHTLY
SOLICITORS

31-7-17

HORSEY LIGHTLY
2 WEST MILLS
NEWBURY
BERKS RG14 5HG
SOLICITORS

I certify this to be a true and complete copy of the original document.

Solicitor
Horsey Lightly

HORSEY LIGHTLY
2 WEST MILLS
NEWBURY
BERKS RG14 5HG
SOLICITORS



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TWO THOUSAND NINE HUNDRED AND FIFTY POUNDS with certain interest thereon remains owing on the security of the Second Legal Charge.

5. THE Vendor has agreed to sell the property hereinafter described to the Purchaser for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances at the price of THREE THOUSAND FOUR HUNDRED POUNDS and the Mortgagee being content to rely upon the remaining property comprised in her security has agreed to join in this Conveyance in manner hereinafter appearing NOW in pursuance of the said agreement and in consideration of the sum of THREE THOUSAND FOUR HUNDRED POUNDS paid by the Purchaser with the consent of the Mortgagee to the Vendor (the receipt of which sum the Vendor hereby acknowledges) THIS DEED WITNESSETH as follows :-

(1) THE Mortgagee by the direction of the Vendor as Mortgagee hereby releases and the Vendor as Beneficial Owner hereby conveys and confirms unto the Purchaser A L L T H A T farmhouse cottage farm buildings and land situate and known as Limberlost Farm comprising 37.690 acres or thereabouts and described in the First Schedule hereto and for the purpose of identification only delineated and edged pink on the plan annexed hereto Together with (a) a right of way over the roadway coloured blue on the said plan that is to say full right and liberty for the Purchaser and his tenants and occupiers for the time being of the property hereby conveyed and all other persons authorised by the Purchaser (but in common with the Vendor and his successors in title owner or owners for the time being of the said roadway and all persons authorised by him or them) at all times hereafter and for all purposes to pass and repass with or without horses and other animals carts motor vehicles carriages and other vehicles of every description over and along the said roadway coloured blue on the said plan and every or any part thereof to the intent that the right of way hereby granted shall be forever hereafter appurtenant to the property hereby conveyed for all purposes connected with the use occupation and enjoyment of the same in whatever state the property hereby conveyed may be and to whatever use and purpose the same or any part thereof or any erection or building to be made thereon may be put Provided Always that entry to and egress from the said roadway in exercise of the right of way hereby granted shall only be made through the gateways marked "G" on the said plan or at such additional points along the said roadway as the Purchaser or his successors in title shall from time to time agree with the Vendor or his successors in title the Purchaser or his successors in title paying the cost of all works necessary to form and construct any such additional gateways none of which shall exceed ten feet in width (b) a right of way

in common with all others having a like right over the road or track coloured green on the said plan subject to the Purchaser paying a fair proportion according to user of the cost of keeping such road or track in repair and with the owners of the property forming Lots 27 and 28 at the Crookham House Estate Sale 1939 contributing a fair proportion of the cost of maintaining the track across Crookham Common being the continuance of the track coloured green in repair and (c) so far as the Vendor is able to convey and confer the same the right to cart and carry away cut and fallen timber from the property hereby conveyed along the boundary of Lot 27 aforesaid such right of way being coloured yellow on the said plan and being limited to a width of twenty feet subject to the Purchaser doing no unnecessary or avoidable damage and paying compensation for all such damage caused by the exercise of such user but EXCEPT AND RESERVED to the Vendor and his successors in title owner or owners for the time being of the plot of land with buildings at the Southern extremity of Ordnance Survey Number 615 the right to the free passage of running of water and soil from the said plot of land with buildings over the property hereby conveyed TO HOLD the same unto the Purchaser in fee simple subject to the restrictions covenants and conditions contained in the Second Schedule to a Conveyance dated the sixteenth day of June 1941 and made between Arthur James Edwards Albert Cornelius Job Edwards and Wilfred Harding Edwards of the one part Julia Coleman James and Alec Lake James of the other part so far as the same are still subsisting and capable of taking effect and subject also to and with the benefit of all rights of way water light drainage or support and all other rights and easements (if any) affecting the property hereby conveyed but freed and discharged from all principal money and interest secured by and all claims under the Second Legal Charge.

(2) THE Purchaser hereby covenants with the Vendor (with the object and intent of affording to the Vendor a full and sufficient indemnity but not further or otherwise) to observe and perform the said restrictions covenants and conditions hereinbefore referred to and fully and effectually to indemnify the Vendor in respect of any future breach thereof.

(3) IT IS HEREBY AGREED AND DECLARED that the Purchaser shall not be entitled to any right of light or air to the property hereby conveyed which would interfere with or interrupt the free use by the Vendor of the adjoining piece of land retained by him.

(4) THE Mortgagee hereby acknowledges the right of the Purchaser to production and delivery of copies of the documents specified in the Second Schedule hereto.



(5) THE Vendor hereby covenants with the Purchaser that as soon as the documents specified in the Second Schedule hereto or any of them shall come into his possession or the possession of the persons deriving title under him by reason of the satisfaction of the Second Legal Charge he will at the request and cost of the Purchaser or the persons deriving title under him give to him or them a statutory undertaking for their safe custody and until such undertaking shall be given the Vendor and the persons deriving title under him shall be subject to the same obligations in all respects as if such undertaking had been given while the said documents were in his or their possession.

(6) 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 the sum of THREE THOUSAND FOUR HUNDRED AND FIFTY POUNDS.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

THE FIRST SCHEDULE above referred to

<u>Number on Ordnance Map</u>	<u>Description</u>	<u>Area</u>
612	Farmhouse and Garden	.319
Pt. 682	Buildings	.063
Pt. 682	Cottage and Pasture	2.604
Pt. 681	Pasture	3.923
Pt. 681	Pasture	5.405
Pt. 588	Pasture	.310
610	Plantation	.645
Pt. 613	Pasture	4.373
Pt. 683	New Gully	11.102
684	New Gully	10.941
		<u>37.690</u>

THE SECOND SCHEDULE above referred to

1941 June 16th	Arthur James Edwards Albert Cornelius Job Edwards and Wilfred Harding Edwards (1) Julia Coleman James and Alec Lake James (2)	CONVEYANCE
1941 June 17th	Julia Coleman James and Alec Lake James (1) Broome Finniger (2)	MORTGAGE (with Statutory Receipt endorsed dated 29th September 1944.
1943 May 4th	Alec Lake James (1) Julia Coleman James (2)	CONVEYANCE
1945 April 3rd	Julia Coleman James (1) Auguste Alcide Fernand Menard (2)	CONVEYANCE
1945 September 3rd	Auguste Alcide Fernand Menard (1) Reginald Vivian Branson (2)	CONVEYANCE
1945 September 4th	Reginald Vivian Branson (1) Newbury Building Society (2)	MORTGAGE (with Statutory Receipt endorsed dated 20th October 1948.
1946 March 22nd	Reginald Vivian Branson (1) Newbury Building Society (2)	FURTHER CHARGE

MEMORANDUM. By a Conveyance dated the Nineteenth day of November One thousand nine hundred and seventy one and made between the within named Dennis Orrin Thorogood of the one part and John Clark of the other part a portion of the within described land was conveyed to the said John Clark for an estate in fee simple and his right to production and delivery of copies of the within written Deed was acknowledged. The land transferred to Mr. Clark is edged red on Plan No. 3 annexed hereto.

MEMORANDUM By a Conveyance dated the Thirteenth day of June One thousand nine hundred and seventy-seven and made between the within named Dennis Orrin Thorogood of the one part and Robert Bernard Brant and Eileen Marion Brant of the other part a portion of the within described land was conveyed to the said Robert Bernard Brant and Eileen Marion Brant for an estate in fee simple and his right to production and delivery of copies of the within written Deed was acknowledged. The land transferred to Mr. and Mrs. Brant is edged red on Plan No. 4 annexed hereto.

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DATED 14th November 1954

P. D. P. WOOD ESQ. & OTHERS

to

D. O. THOROGOOD ESQ.

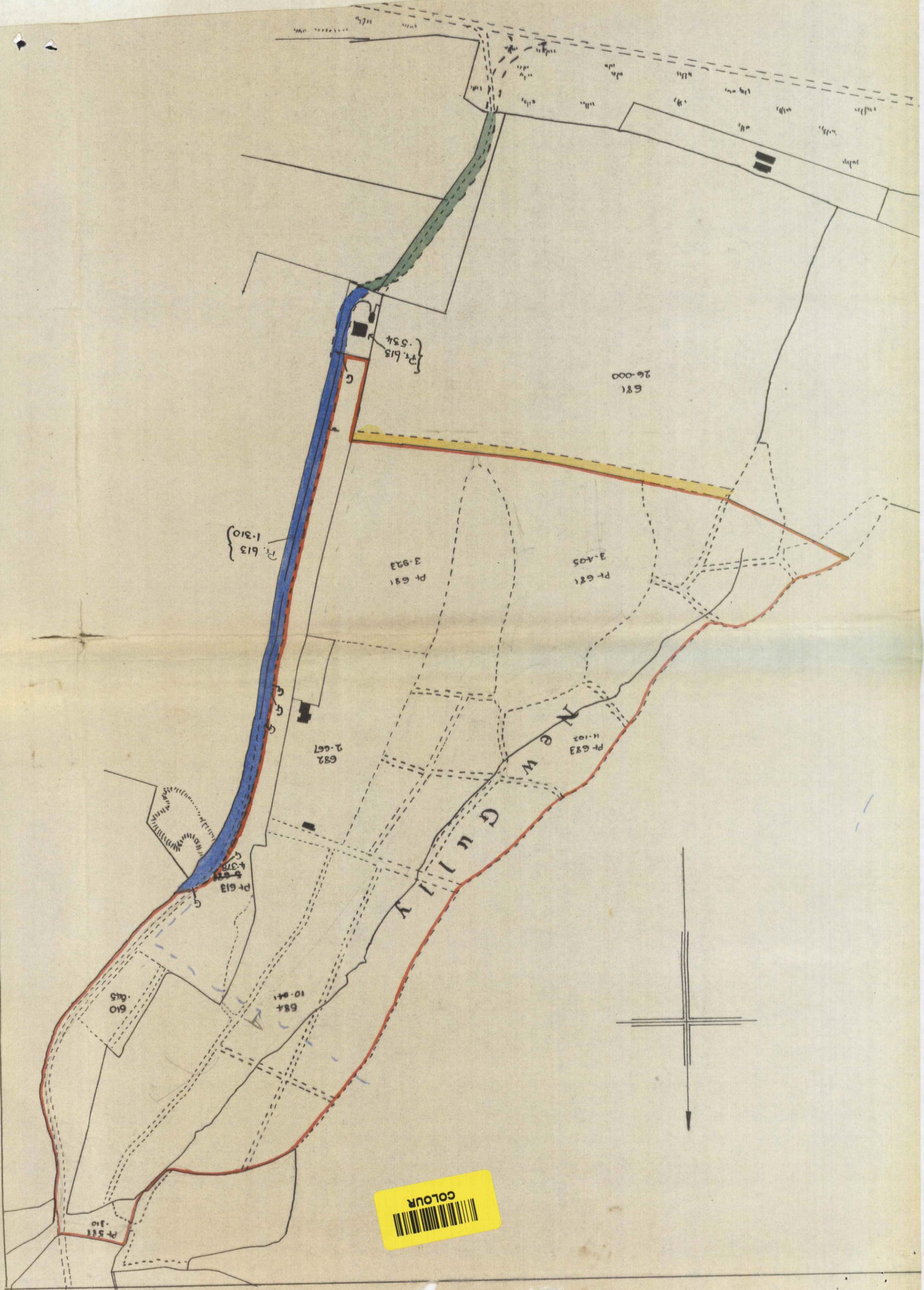
C O M V E Y A N C E

of

freehold property situate and known as Limblost Farm Crookham Common Newbury in the County of Berks.

MEMORANDUM By a Conveyance dated the Sixth day of August One thousand nine hundred and sixty-four and made between the within-named Dennis Orrin Thorogood of the one part and James Robin Godliman of the other part a portion of the within described land was conveyed to the said James Robin Godliman for an estate in fee simple and his right to production and delivery of copies of the within written deed was acknowledged. The land transferred to Mr. Godliman is edged red on Plan No. 2 annexed hereto

MEMORANDUM By a Conveyance dated the Tenth day of November One thousand nine hundred and seventy one and made between (1) the within named Dennis Orrin Thorogood (2) National Westminster Bank Limited and (3) Robert Bernard Brant and Eileen Marion Brant a piece of land situate at Crookham Common Newbury Berks for the purpose of identification only delineated and edged yellow and coloured brown on the attached plan marked "Memorandum Plan" was conveyed to the said Robert Bernard Brant and Eileen Marion Brant in fee simple.



THE SECOND SCHEDULE (continued)

1946 August 29th	Reginald Vivian Branson (1) Newbury Building Society (2)	FURTHER CHARGE
1947 January 10th	Reginald Vivian Branson (1) Newbury Building Society (2)	FURTHER CHARGE
1947 January 11th	Reginald Vivian Branson (1) Newbury Building Society (2)	FURTHER CHARGE (with Statutory Receipt endorsed dated 15th December 1947)
1947 December 16th	Reginald Vivian Branson (1) Basil John Lang (2)	MORTGAGE (with Statutory Receipt endorsed dated 19th October 1948)
1948 October 21st	Reginald Vivian Branson (1) William Wyatt Burdge (2)	CONVEYANCE
1948 October 21st	William Wyatt Burdge (1) Harold Dale and Thomas Raddon Hood (2)	MORTGAGE
1948 October 22nd	William Wyatt Burdge (1) William Wallace Burdge (2)	MORTGAGE
1950 October 19th	William Wallace Burdge (1) Harold Dale and Thomas Raddon Hood (2) the Vendor (3)	CONVEYANCE
1950 October 20th	The Vendor (1) William Wallace Burdge (2)	LEGAL CHARGE (with Statutory Receipt endorsed dated October 1954)
1950 November 30th	The Vendor (1) The Mortgagee (2)	LEGAL CHARGE

SIGNED SEALED AND DELIVERED by the said
PETER DRUMMOND PINKINGTON WOOD in the
 presence of :- *A.C.S. Emblem*
manor farm
Eppingham
Norwich, Norfolk
milk marketing Board offices.

SIGNED SEALED AND DELIVERED by the said
NOEL ESMEAD DE VISMES BROADBENT in the
 presence of :- *J. B. Kibby*
Elmet, Brimpton, Berks.
Spurrier

SIGNED SEALED AND DELIVERED by the said
DENNIS ORRIN THOROGOOD in the presence
 of :- *Dennis O. Thorogood*
 Witness *A. W. Coates*
 Address *164 High Rd. Thatcham Berks.*
 Occupation *Paper miller*





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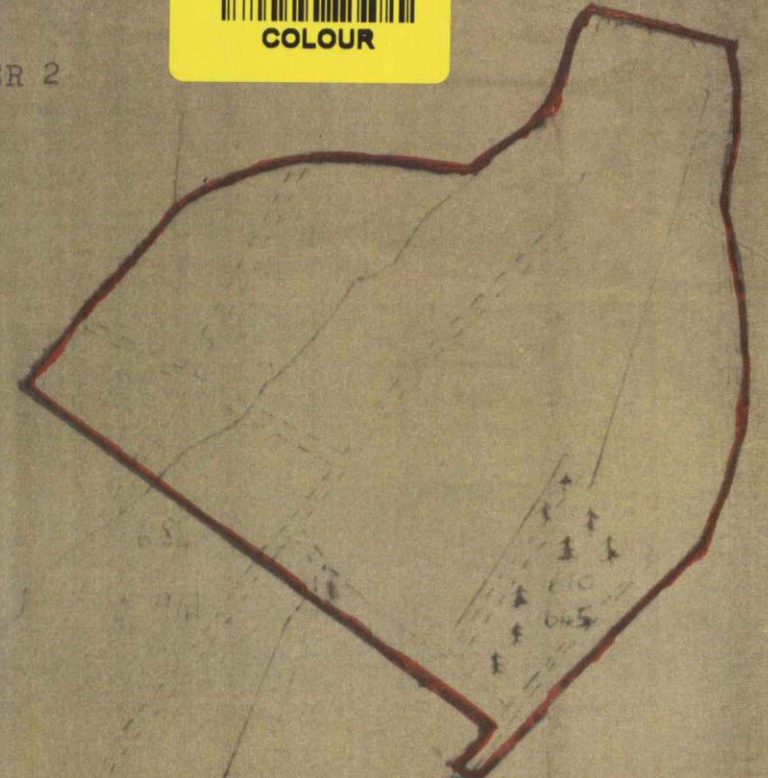
PLAN NUMBER 2

Semir River Throford



1:2500

GULLS



610
645

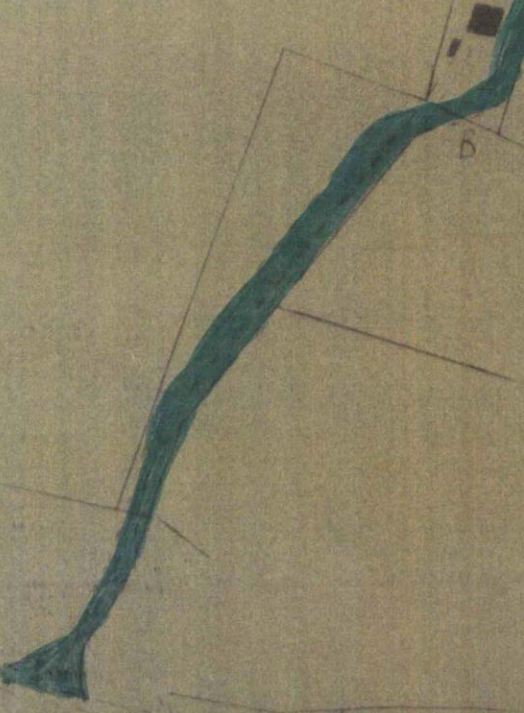
613
5085

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2667

612
319

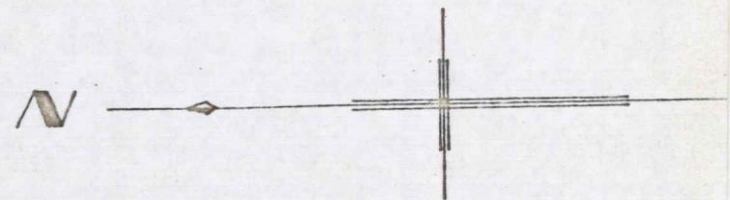
PL 681
3105

PL 68
3923



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55
118



PLAN No 3

