

**IMPORTANT**

There are a number of matters which are included in the title to land and others to which land is subject which are not referred to in the register. These are set out in the General Information notes printed on the inside of this cover.

The date in NOTE B at the end of the office copy of the entries on the register is the latest date on which this certificate was made to agree with the register.

You may send this certificate to the appropriate district land registry to be brought up to date at any time. This service is provided free of charge and is usually completed within a day or two of receipt of the certificate. The date in NOTE B will not be altered unless there has been an addition or amendment to the register since the issue of this certificate.

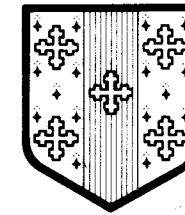
The copy of the official plan in this certificate is an exact copy of the plan filed at the district land registry on the date referred to in NOTE B at the end of the register. A later revision of the Ordnance Survey Map may have taken place. In this connection please also see the section headed Revision of the Ordnance Survey Map(s) on the inside of this cover.

You may, by applying on printed Form 109 and paying the prescribed fee obtain from the appropriate district land registry office copies of the register and of the official plan.

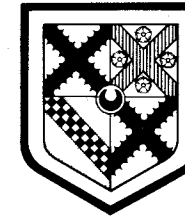
Any person intending to purchase, or take a mortgage or lease of the registered land may apply to the appropriate district land registry for an official search to confirm the entries in the register and to obtain the prescribed period of priority for the proposed transaction.

Full details of both the office copy and search procedures are set out in Practice Leaflets obtainable as mentioned in the accompanying Explanatory Leaflet.

BIRKENHEAD



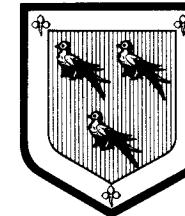
HALDANE



HALSBURY



CAIRNS



SELBORNE



WESTBURY



HM Land Registry

BOULTS LANE  
RECREATION GROUND  
(EXCHANGE LAND  
PLUS EXTRA ACRES)  
PLAN OF CITY LAND

This is to certify

that the land described within and shown on the official plan is registered at HM Land Registry with the title number and class of title stated in the register.

There are contained in this certificate office copies of the entries in the register and of the official plan and, where so indicated in the register, of documents filed in the Land Registry.

Under section 68 of the Land Registration Act, 1925 and rule 264 of the Land Registration Rules, 1925 this certificate shall be admissible as evidence of the matters contained herein and must be produced to the Chief Land Registrar in the circumstances set out in section 64 of the said Act.



**WARNING**

All persons are cautioned against altering, adding to or otherwise tampering with either this certificate or any document annexed to it.

## REGISTERED LAND – GENERAL INFORMATION

### Classes of Title

There are four classes of title with which land may be registered.

(a) **Absolute.** In the case of freeholds, this guarantees that the estate registered is vested in the proprietor of the land, subject only to the entries in the register and such overriding interests (see below) as may affect it.

An absolute title in the case of leaseholds guarantees not only that the registered lease is vested in the registered proprietor but also that the lease was granted validly.

(b) **Possessory.** In the case of either freeholds or leaseholds, registration with possessory title does not affect or prejudice the enforcement of any estate right or interest adverse to the title of the first proprietor and no guarantee is therefore given in respect of such matters. Otherwise such registration has the same effect as absolute title.

(c) **Good leasehold.** This is applicable only to leaseholds. Registration with good leasehold title does not affect or prejudice the enforcement of any estate right or interest adverse to the title of the lessor to grant the lease and no guarantee is therefore given in respect of such matters. Otherwise such registration has the same effect as absolute title.

(d) **Qualified.** In the case of freeholds, this has the same effect as an absolute title except that the title is subject to some defect or right which is specified in the register. A qualified title to leaseholds has the same effect as an absolute or good leasehold title, as the case may be, except for the specified defect.

**Conversion of titles.** When registration has taken place with any of the above titles other than absolute, conversion to a better title may take place subsequently, in some circumstances as of right, or otherwise at the discretion of the Chief Land Registrar.

### Appurtenant rights and privileges

Except where otherwise shown on the register, there is vested in the registered proprietor of the land, any easement, right, privilege or appurtenance which appertains or is reputed to appertain to the land or any part of it or, was at the time of registration demised, occupied or enjoyed with the land or any part of it. This is the case

whether or not such matters are included in the description of the land in the A (Property) register. Where any easement referred to in the A (Property) register is validated by the provisions of the Perpetuities and Accumulations Act 1964 it is to that extent included in the title.

### Overriding interests

The register of a title does not normally refer to matters which, in the case of unregistered land, would not usually be disclosed in an abstract of title. The land may nevertheless be subject to such matters, in addition to the charges and other matters referred to on the register, and these include the following:—

(a) Such rights as may be discovered by inspection of the land (e.g., rights of way, light, drainage and other easements) and enquiry of the occupier or any person to whom rent is paid (e.g. leases not noted on the register and equitable interests)

(b) Liabilities arising under Act of Parliament

(i) affecting land generally (e.g. redemption annuities and other rates and taxes of a general nature)

(ii) affecting land in a particular district (e.g. the Building Acts, the Public Health Acts, etc)

(iii) the possibility of compulsory acquisition or requisition whether permanently or for a limited period, by a government department or a local authority (e.g. under the Town and Country Planning Acts, the Agriculture Act 1974, etc)

(c) Local Land Charges (i.e. charges in favour of a local authority under an Act of Parliament). These will be registered in the local registers kept by the local authority.

The above provides only a summary of the matters which may affect registered land whether or not referred to on the register. A detailed list of such matters (known as overriding interests) is contained in section 70 of the Land Registration Act 1925 to which further additions have been made by Rule 258 of the Land Registration Rules 1925, section 13(11) of the Tithe Act 1936 and section 41 of the Coal Act 1938 (with section 5 and Schedule 1 to the Coal Industry Nationalisation Act 1946). Where necessary reference should be made to these provisions for further information.

### Boundaries of Registered Land

Except in the very few cases where the register of title states that the boundaries have been fixed the title plan, a copy of which is included in the certificate, only indicates the general boundaries to the land registered. This means that the exact line of any boundary is left undetermined – as, for instance, whether it includes a hedge or wall and ditch, or runs along the centre of a wall or fence, or its inner or outer face, or how far it runs within or beyond it; or whether or not the registered land includes the whole or any portion of an adjoining road or stream.

The Ordnance Map on which the title plan is based, shows physical features such as a hedge, a wall or a fence. Where the boundaries of land are represented by such physical features, the title is mapped up to them. The physical boundaries are therefore defined on the title plan but the exact boundary lines within the features are left undetermined.

Where the boundary of the land does not follow a physical feature shown on the Ordnance Survey Map it will be indicated on the title plan by a dotted line. In addition, the fullest available particulars of the boundary are required to be added.

The Registry may also endorse the title plan that the boundaries have been plotted from the plans to the deeds and that the title plan may be updated from later survey information.

For more exact information concerning the position of boundaries the land should be inspected and such enquiries made as to boundaries as may be necessary. The register may disclose some information as to the ownership or responsibility for the maintenance of boundaries, where such information is available from any deeds and documents of title. However such information is often uncertain or incomplete and its accuracy cannot therefore be guaranteed.

### Inspection of the land

It will be apparent from the preceding paragraphs that inspection of the land is a matter of importance to any persons intending to purchase or otherwise deal with it. Such persons should always inspect the land itself, not only to discover the position of boundaries and the existence of any rights of way, light, drainage or other easements or overriding interests but also the identity of all persons in occupation of the land or any buildings on it so that enquiries may be made as to their rights of occupation and otherwise and as to whom rent (if any) is paid.

### Revision of the Ordnance Survey Map(s)

The title plans prepared by HM Land Registry are based on the large scale maps of the Ordnance Survey.

The Ordnance Survey map is revised from time to time and a new title plan may be substituted for the existing title plan based on such revision. If this happens an entry to that effect will be made in the register and the copy of the title plan in the certificate will be replaced when the certificate is next sent to the Land Registry.

### Personal covenants

Covenants imposing a positive obligation on the covenantor, such as those to erect and maintain fences, repair roads or to indemnify a previous owner in respect of existing positive covenants are not a burden on the land but only on the person making them. Such covenants are not therefore entered as encumbrances in the charges register. On a sale of registered land, as on a sale of unregistered land, the vendor will want to be satisfied as to whether or not he or she has entered into any personal covenants so that, if necessary, an indemnity covenant may be taken from the purchaser.

Since 1952, personal covenants contained in transfers of registered land have been noted in the proprietorship register. Until 1993 no note was made of personal covenants contained in deeds dated prior to the date of registration. Since then personal covenants contained in deeds inducing registration have been dealt with in the same way as those contained in transfers of registered land.

On computerised registers the date of first registration of the land will usually be entered in brackets before the property description. Where exceptionally no date is shown this means that parts of the title were first registered at different times. In such cases information can be obtained from the appropriate district land registry.

It is regretted that the Land Registry cannot take retrospective action with regard to such personal covenants where the land was registered before 1993.

### Further Information

The information set out above is intended to be only general guidance to the topics referred to. More detailed information may be obtained as set out in the accompanying Explanatory Leaflet.

Any enquiries relating to the registration of any matters referred to above and in the accompanying leaflet may be addressed to the appropriate district land registry for the area in which the land is situated. This information is set out in Explanatory Leaflet No. 9 available free of charge from any district land registry. The Registry will always try to assist with such enquiries but it should be borne in mind that the Land Registry is not authorised nor in a position to advise as to legal matters generally nor act for any person in such matters so that, where necessary, the assistance of a solicitor or other person or body such as the Citizens' Advice Bureau should be sought.



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### **A: Property Register**

*containing the description of the registered land and the estate comprised in the Title.*

OXFORDSHIRE : OXFORD

1. (10 June 1999) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being Land at Boults Lane, Old Marston, Oxford.
2. (10 June 1999) The Conveyance dated 21 September 1970 referred to in the Charges Register contains provisions as to light or air and boundary structures.
3. (10 June 1999) The Conveyance of the land tinted blue on the filed plan dated 21 September 1973 referred to in the Charges Register contains the following provision:-

PROVIDED ALWAYS that the Parish Council and their successors in title shall not by virtue of this Conveyance acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Corporation for building or any other purposes and that any enjoyment of light or air had by the Parish Council or their successors in title from and over any adjoining land of the Corporation shall be deemed to be so enjoyed by the licence or consent of the Corporation and not as of right".

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### **B: Proprietorship Register**

*stating nature of the title, name and address of the proprietor of the land and any entries affecting the right of disposal*

#### **Title Absolute**

1. (10 June 1999) **PROPRIETOR:** OLD MARSTON PARISH COUNCIL of care of 31 Oxford Road, Marston, Oxford OX3 0PQ.
2. (10 June 1999) The Deed of Exchange dated 31 July 1973 referred to in the Charges Register contains a Vendors personal covenant details of which are set out in the schedule of personal covenants hereto.

The said Deed of Exchange also contains a covenant to observe and perform the covenants contained in the Conveyance dated 21 September 1970.

**C: Charges Register continued**

2. (10 June 1999) By a Deed of Exchange affecting the land tinted pink on the filed plan dated 31 July 1973 made between (1) The Council of the Administrative County of Oxford (the County Council) and (2) The Parish Council of Marston (the Parish Council) the land was conveyed subject as follows:-

"Subject to the like rights trusts and ..... incidents as attached to the green land immediately prior to the date hereof".

NOTE 1:-The green land comprises the other land comprised in the Deed of Exchange.

NOTE 2:-The following clause was attached to the green land prior to the Deed of Exchange:-

"Upon trust for the perpetual use thereof by the Parishioners of the said Parish of Marston for the purposes of exercise and recreation".

3. (10 June 1999) By a Conveyance of the land tinted blue on the filed plan dated 21 September 1973 made between (1) The Lord Mayor Aldermen and Citizens of Oxford (the Corporation) and (2) The Parish Council of Marston (the Parish Council) the land was conveyed subject as follows:-

"IT is hereby declared that as from the date hereof the land hereby conveyed shall be held by the Parish Council Upon trust for the .....perpetual use thereof by the Parishioners of the Parish of Marston for the purpose of exercise and recreation".

**END OF REGISTER**

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

NOTE B: This is a copy of the register as at 10 June 1999.

**B: Proprietorship Register continued**

3. (10 June 1999) The Conveyance dated 21 September 1973 referred to in the Charges Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

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**Schedule of Personal Covenants**

1. The following are details of the personal covenants contained in the Deed of Exchange dated 31 July 1973 referred to in the Proprietorship Register:-

"THE County Council hereby covenants with the Parish Council as follows:-

(i) The County Council will at its own expense erect on the adjoining land of the Parish Council to divide the said adjoining land from the green land new fences of a type to be agreed between the parties hereto

(ii) The County Council will at its own expense within two months from the date hereof fence the pink land on the eastern boundary thereof marked on the inside with a "T" on the said Plan A leaving a suitable exit in the said fence for the public footpath leading from Boults Lane to Marsh Lane aforesaid

Such fences immediately after erection shall become the property of the Parish Council and the County Council shall not thereafter be responsible for their maintenance".

2. The following are details of the personal covenants contained in the Conveyance dated 21 September 1973 referred to in the Proprietorship Register:-

"THE Parish Council hereby covenants with the Corporation that within three months from the date hereof they will erect upon the land hereby conveyed on the boundaries thereof marked on the inside with a "T" on the said plan (leaving a suitable exit in the eastern boundary fence for the public footpath leading from Boults Lane to Marsh Lane Old Marston aforesaid) a four foot post and rail fence and quickthorn hedge and for ever thereafter keep the same so fenced to the satisfaction of the City Estates Surveyor of the Corporation".

NOTE:-'T' marks affect the northern and eastern boundaries of the land tinted blue on the filed plan.

**C: Charges Register**

*containing charges, incumbrances etc. adversely affecting the land*

1. (10 June 1999) The land tinted pink on the filed plan is subject to the rights reserved by a Conveyance thereof dated 21 September 1970 made between (1) The Lord Mayor Aldermen and Citizens of Oxford and (2) The Council of the Administrative County of Oxford.

NOTE: Copy in Certificate.

