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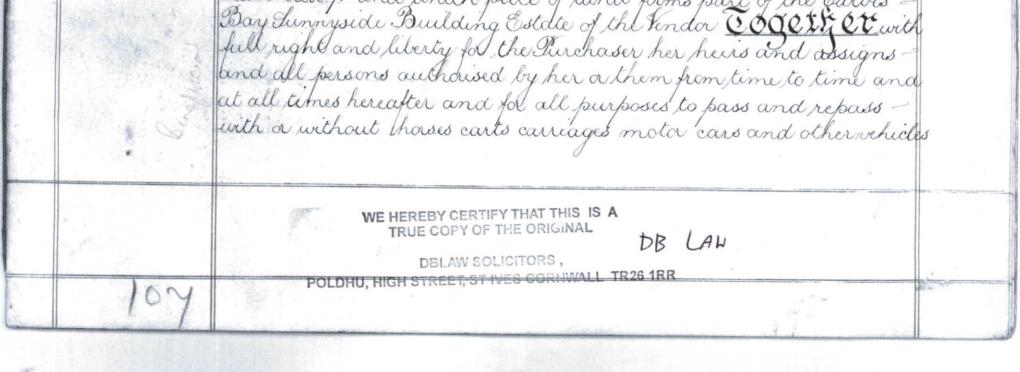
WATERLOW & SONS - LIMITED.-WStationers, Lithographers PRINTERS, &c. BIRCHIN LANE, LONDOS:-

SOLD BY

lay of March Ine thousand nine hundred and twenty-four 302 theeri ohn William Payne of Carbis Bay in the Parish of Un Lelant in the Country of Cornwall Cherdinafter called "the Vendar") of the one part and Monnie arbutt of "Saban" Draycot Cottages Jaint hes in the said Country of Cornwall "pinster (here mafter called "the Jurchaser") of the other part RAFETEDS the Endor is seised of the hereditaments hereby assured for an estate in the simple in possession free from a incumbrances (subject to the exceptions and reservations and stipulations and provisions mentioned in the First Schedule hereto and with the benefit of the covenants of indemnity hereinafter mentioned) and has agreed with the Surchaser. for the bale there of to her for the sum of One Hundred and Liste Pounds 3 tto & tecteds upon the treaty for the said sale it was agreed that the findbr and Surchaster should respectively enter into the mutual covenants hereinafter contained Now this Indenture Withesser that pursuance of the said agreement and in consideration of the sum One Hundred and fixty Bunds on a before the execution of these presents paid by the Surchaser to the Endor (the receipt where of the Vendor hereby acknowledges) the Vendor as Beneficial Olimer hereby grants and convers unto the Purchaser Fill Efrat succe of parcel of land situate at Carbis Bay in the Farish of Unty Lelant in the Country of Cornwall and containing by Sestimation Lix thousand six hundred square feet a thereabouts and measuring from North to South on the Eastern side thereof dixty feet or thereabouts and from North to South on the Western side thereof Lixty feet a thereabouts and measuring from East to West on the Northern side thereof One hundred and one feet and from Gast to West on the Southern side One hundred land one feet or thereabouts and is for the purpose of identification only defineated on the Ran annexed hereto a knowled hereon and thereon coloured Fink and numbered 71 and which piece of land fams part of the Carbis

made the Twenty Eighth

SEQ85



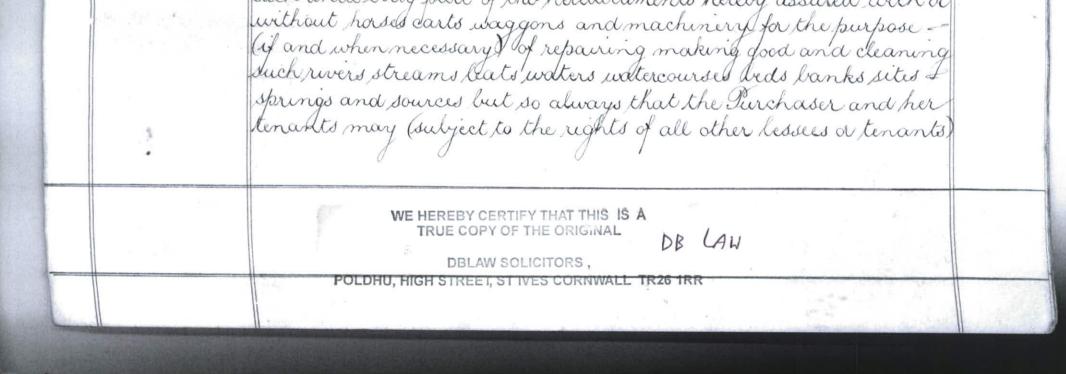
over the road a roads now or hereafter to be constructed abutting the said land hereby conveyed in common with all other persons in whom a like right has been a may hereafter be granted but subject to the liability to contribute towards the cost of repair and upkeep as mentioned in clause 10 of the first part of the Lecond Schedule here to EDOCE first with the benefit of the covenant on the part of Roger William Giffard Tyringham for payment of -Death Duties on the cesser of a jointure rent change mentioned in an Indenture dated the Burth day of February One thousand nine hundred and twenty four and made between the said Roger William Giffard Tyringham of the first part -Lionel Dixon Dixon Brown Reginald Skipwith and Ernest Edward It. Quintin of the second part and the render of the third part Excepting and Reserving and Subject as mentioned in the First Schedule hereto so far as the same affect and apply to the hereditaments hereby assured CONSOLO the same (subject to the exceptions and reservations stipulations and provisions afresaid) unto and to the use of the Ruchaser her heirs and absigns in fe simple 3-Crio the Surchaser for herself her heirs and assigns thereby covenants with the Vendor (and so that this covenant shall so far as practicable be inforceable by the owners occupiers and tenants for the time. being of the homainder of the Sunnyside Building Estate of the Vender aforesaid or any part thereof I that the Turchaser and the persons deriving title under her will at all times hereafter duly. perform and observe all and singular the restrictive and other covenants and stipulations mentioned in the first part of the Second Schedule hereto so far as they are applicable to the land hereby conveyed but so nevertheless that this covenant shall as regards any restrictive provisions be binding only upon the Furchaser and the persons deriving title under her during the period of her a their respective ownership of any interest in the land hereby conveyed 3-CTEO for the purpose of making the covenants of the Turchaser to run with and bind the said hereditaments and premises the Rurchaser her heirs and assigns will upon every conveyance lease or other assurance of the said premises a any part thereof que to the Lurchaser desse or grantee express notice of such coventint 5 Crio the Lendor hisheris and assign's and the doner a owners for the time being of the Junnyside Building Estate aforesaid and with intent to bind all persons in whom the said plots of land shall for the time being be vested hereby covenants with the Lurchaser her hers -WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DB LAW DBLAW SOLICITORS POLDHU, HIGH STREET, ST IVES CORNWALL TR26 1RR

and assigns that he will henceforth observe and perform the stipulations and conditions contained in the Second part of the Second Schedule hereto so far as the same relate or has application to the property hereby assured 3-6220 for the purpose of making the covenants of the Vendor to run with and bend the sald hereditaments and premises the finder will upon every conveyance lease a other assurance of the Junnyside Building Estate a any part thereof give to the Filrchaver Lesbee or Granter express notice of such covenants as affect the hereditaments and premises hereby assured It the Wendow hereby acknowledges the right of the Surchaser to production of the documents of title specified in the third Ichedule herets and to delivery of copies thereof and hereby undertakes for the safe custody there of 2-CTLO TI IS SOLLOS Certifies that the transaction hereby effected does not fam part of a larger transaction or of a series of transactions in respect of which the apoint or value or the aggregate amount or value of the consideration exceeds The Hundred Sounds NG SWIL VICES where of the said parties to these presents have hereunto set their hands and seals the day and year first before written.

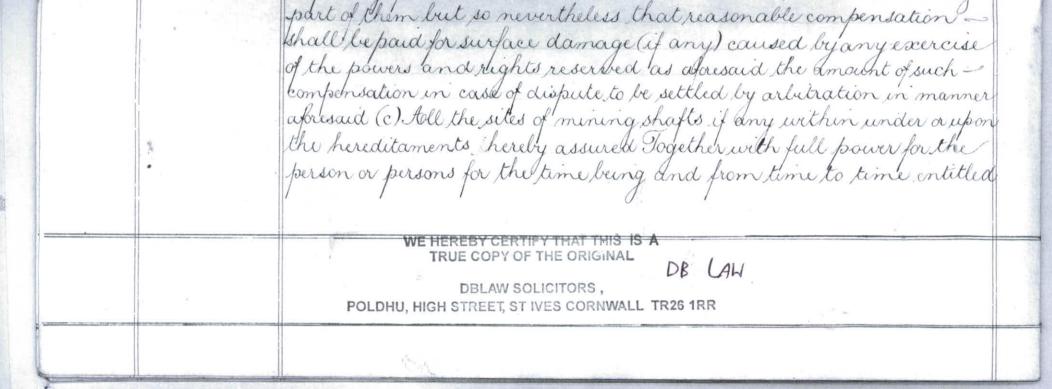
East Ja

exceptions and Reservations.

Unto the person a persons entitled thereto (a) toll rivers streams leats waters and watercourses and the beds banks sites springs and sources thereof respectively which may be within under a upon the hereditaments hereby assured with full power for the person a persons for the time being and from time to time entitled thereto and all persons expressly a implicitly authorised by him or them to divert use dispose and deal with the same as he of they may from time to time think proper and with hell power also for him or them respectively at all times to go pass and repass over and upon each and every part of the hereditaments hereby assured with or



make reasonable use of such revers streams leats waters and = water courses respectively for farming or domestic purposes but not for irrigation or any other peliposes they respectively keeping in good repair and condition and well protected from injury of damage (whether by cattle or otherwise) the bank beds sites springs and sources of all such rivers streams leats waters and water courses = respectively so far as the same respectively may be on the hereditaments hereby addured and not interfering with the flow of or diverting or polluting any such rivers streaks leats waters or watercourses and so also that any person a persons exercising the rights hereinlefre reserved shall make reasonable compensation for surface damage (if any) thereby occasioned such compensation in case of difference to be settled by the arbitration of two arbitrators or their limpire pursuant to the provisions of the Arbitration tect 1889 or any statutory modification thereof for the time being in force (b) tell mitnes miterals and mineral substances including (but without prejudice to the generalty of the foregoing works) all quarries of granche and elvan within to under the hereditaments hereby assured together with full power for any person or persons for the time being and from time to time entitled to such mines minerals and mineral bubstances to search for win work dig and get the same either by entry on the surface or by underground workings. and without any obligation to ledve any subjacent a lateral support for the surface or for any buildings for the time being erected thereon or for any adjoining land or minerals and for the purpose of any such works as aforesaid from time to time or at any time with or without horses clirts waggons machinery and other implements materials and things to enter upon and use the surface sink pits make roads railways tramways and quarries deposit store keep and make merchantable all minerals and mineral substances and do all other acts or things which in the opinion of any such person or persons as aforesaid may be necessary a proper for the purpose of winning working getting carrying away or disposing of silchminds minerals and mineral substances a any

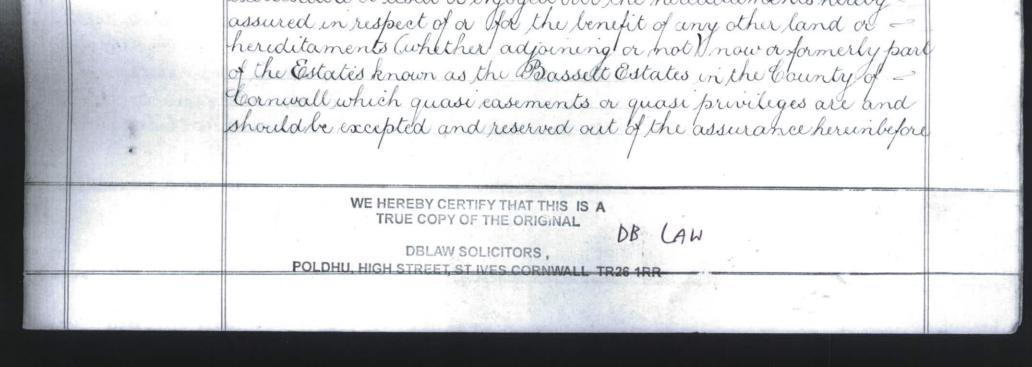


to use occupy and enjoy the same and also for the person or persons for the time being and from time to time entitled to use occupy and enjoy any mining shafts or dump heaps which may hereafter be constructed or make and for all purposes expressly a impliedly authorised by him or them respectively at all times to go pass and repass over and upon each and every part of the hereditdments hereby assured with a without horses cart's waggons machinery and other implements and things for the purpose of using occupying and enjoying the said shafts and dump heap's respectively making reasonable compensation for surface damage (if any) thereby = occasioned such compensation in case of difference to be determined by arbitration as hereinbefore provided!

Itipulations and Provisions.

Subject (1) To all high chief quit or other rents (if any) and to all tithe tithe rent charge land tax a other outgoings manorial or Duchy rights and other incidents of tenure affecting the hereditaments hereby assured or any part thereof and to all rights of road or way (whether public or private) rights of passage water drainage light method of water supply and to all easements party sights rights of common and profits a prendre (if any) which might be existing and also to such other rights or reservations as are or were reserved on any enfranchisement or in any Enclosure tect or Award or in any other deeds or documents affecting the hereditaments hereby assured a any part thereof and so that neither the Vender nor any persons deriving title under him should be bound to furnish particulars of any such matters or show the creation thereof of to define a apportion any burden. (2) To all liability (if any) to repair or contribute to the repair of roads ways footbaths bridges river banks dykes leats sea walls bluices sewers drains culverts gutters walls fences or other like matters.

(3) % all such quasi easements or quasi privileges as are now exerciseable or used or enjoyed over the hereditaments hereby -



contained to and for the benefit of the person a persons then entitled thereto respectively. (4) To all covenants agreements provisions and stipulations contained in any Conveyancing Lease or Agreement affecting the mines and minerals within or under the hereditaments. hereby assured a any part thereof. (5) Proviso that the Richaser her heirs or assigns shall not acquire by implication or otherwise any right of light or air which might a could prevent the user of any adjoining a neighbouring premises for building or other purposes or any right to prevent of diject to the building on or other user of any adjacent or neighbouring land or any right to enforce or prevent the release or modification of any restrictive stipulations now or hereafter affecting any adjacent or neighbouring land or building

Exceptions and Reservations.

Mines Minerals etc.

telt mines metals stones aits ait shales and minerals (including moulding sand china clay and china stone but not including stone having no higher value for any purpose other than the value for road making or building in under or upon the hereditaments hereinbefore conversed together with all full powers rights privileges and easements necessary or desirable for searching for winning working getting carrying away or disposing of the same whether by under pound a surface workings including power to let down the surface and to sink any pits of shafts and divert and use any water's waterways or water courses and to erect and construct any buildings engines machinery roads railways tranways waterworks waterways arrivarys cables telegraphs telephones and other works and conveniences and to stack and lay up any minerals substances or refuse which may be raised all of any such mines or in the course of executing any such works reasonable compensation being paid by the person or

persons a company exercising and such excepted a reserved hights or privileges to the surface owners for all damage done by subsidence or otherwise to the surface of the buildings thereon and for the occupation of the surface in or about the exercise of any such rights and powers as aforesaid such compensation call of dispute to be settled by the Aerbitration of two terbitrators WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DB LAW DBLAW SOLICITORS, POLDHU, HIGH STREET, ST IVES CORNWALL TR26 1RR

or their umpire pursuant to the provisions of the Arbitration Acct 1889 or any statutory modification thereof but so nevertheless that no = compensation shall be claimed in respect of damage done by subsidence or otherwise to the surface a buildings thereon consequent on working prior to the Eighth day of deptember One thousand nine hundred and twenty.

Water Lupply System

PLAN

The Water Jupply System known as the Carbis Bay Water Supply system including any extensions of the same as then subsisting thereafter to be made and the springs wells streams sources of water catchpits conduits reservoir's tanks pipes manholes and other works forming part of or appropriated for or connected with or convenient for lide in connection with the same Water -Supply System Together with all casements rights and privileges as heretofore and now subsisting or enjoyed in relation to the said Water Supply Tystem or the waters thereof necessary or desirabl for the maintenance preservation use and enjoyment of the said Water Supply hister or the waters there of anchided in any such excepted and reserved easements rights and privilege () the right to enter upon any part of the hereditaments heldly assured to inspect cleanse remove renew after or replace any of the said works (2) the right to search for impound and appropriate in connection with the said Water Supply System any waters or new sources of water (3) the right to increase or extend any of the said works (4) all rights of way or other easements necessary or reasonably convenient for the exercise of any of the said excepted and reserved casements rights and privileges but so that the exercise of any of the said excepted and reserved easement rights and privileges in relation to the said Water Supply Aptem shall be bubject to reasonable compensation being made by the party exercising the same to the owner or occupier of the land upon the which the same is a will be exelcised such compensation if necessary to be settled by

arbitration in like mannet as hereinbefore mencioned rave the right at any time hereafter WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DB. LAL DBLAW SOLICITORS POLDHU, HIGH STREET, ST IVES CORNWALL TR26 1RR

until the roads on the istate have been taken over by the Local teuthority to close or divert the same and to make such other suitable roads as he may think proper but the same rights of way as are hereinbefore granted shall be attached to any new or to substitute robed . 1 -2. If a sewer a water main is laid or is intended to be laid through the plat hereinbefore converged the kindor excepts and reserves to himself and to the West Tenwith Urban District Council acting as the Tanitary teuthority to the Parish of Lelant the sewer or water main running through the plot hereby conveyed subject to the right of the Under or the Urban District Council acting as aforesaid to enterupon and have free access for the purpose of constructing repairing inspecting cleansing maintaining and relaying any such severs or watch mains existing or proposed together with the manholes inspection chamber and any works appurtenant to the said servels or water mains subject to the conditions imposed by any statutory regulations Relative thereof. -3. Blue property being a building estate in the course of development the Vendor is not to be held responsible for any defects in the roads or footpaths or for any obstructions that may be placed a left upon the same during the period of development of the said estate but the Purchaser is not to leave any building material plant or other distruction upon the roadways or footpaths and is to protect the kerbs or channelling when driving over the same and to replace any that may be broken by her or any person working for Her in connection with the building to be erected. All baundary walls and fences shall be built where indicated by and to the satisfaction of the kindor and all those dividing adjaining plots shall be party walls or fences. In the went of any Purchaser building a boundary wall or fence at a cost approved by the = Endor before any adjoining plot is sold the Under will atain one half of such approved cost from the Rirchaser of such adjaining plot when sold and pay the same to the Purchaser and if any boundary wall a fence shall have been built before the sale of any such Rot the Purchaser of such Rot shall pay to the under one half of the cost of building such wall or fence on the signing of this 4. No building or crection shall be set upon the property nearer to the road ponting thereof than is indicated by the line marked on the Estate flan "Building Line." -5. The plans of the outside elevations showing the design of every WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DB CAL DBLAW SOLICITORS, POLDHU, HIGH STREET, ST IVES CORNWALL TR26 1RR

building to be created shall be approved by the kinda who shall be at liberty to refuse to signify approval if he is of opinion that the design is out of harmony with the general character of the class of building to be created a proposed to be created on the adjoining lots and when approved such plans shall be signed in duplicate by the Rurchaser or her Architect and the Vender or his tegent the copy being retained by each party. The Rans and copies are to be supplied by the Burchaser at her expense but no charge for their approval will be made by the Vendor. -10 No hounding shall be erected on any plot for advertisements. not relating to the selling or letting of such plot.-7. No building of any kind other than a private dwellinghouse with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith shall be crected on any plot and no trade a business of any kind other than a Boarding Couse a lodging hause shall be carried on upon any part of any Plot without the consent of the Vendor and no building shall be crected until the outside televations have been approved by the Vendor in accordance with stipulation 5.-8. Not more than one house shall be crected on any one plot and every house shall be detached and the sum expended on the erection of each house shall not be less than This Bundred Bounds for a -

of each house shall not be less than Thie Coundred Pounds for a betached house such cost of erection to be the net first cost thereof in labour and materials only exclusive of fittings and decorations of an ornamental or ornate character.

6. The whole of the land of any plot not built upon shall be laid out as a garden and be at all times kept in a tidy and orderly fashion and no shrub shall be permitted of a growth beyond 12 feet.

10 The Purchaser shall pay in respect of the said plot purchased by her the proportionate part to be fixed by the Vendor or his = Surveyor towards the cost of constructing such water mains = main drains and sewers as shall be required to be made by the socal teuthority and shall at all times thereafter until the same shall be taken over by the Local teuthority pay and contribute =

the proportion to be fixed by the Kendor of repairing and maintaining the same and the Purchased of each plot which shall front on any projected a new road or on any existing private load which has not yet been taken over by the Local teatherity shall according to and in proportion to the actent of his pontage towards such road contribute with the owners for the time being of the other plats WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DB LAW DBLAW SOLICITORS , POLDHU, HIGH STREET, ST IVES CORNWALL TR26 IRR

in the same road to the expense of making and faming the said projected or private road into a road properly metalled and fit for traffic and shall dtall times thereafter until the same shall be taken over by the said Local teuthority contribute in the proportion aforesaid towards the expense of repairing and maintaining the same street or road. The Vendor shall at any time be at liberty to make such roads and lay such sewers and to charge a propertionate part of the expense (to be ascertained as afores did) to the Purchaser of each plot and in the event of any roads made a servers laid previous to the sale a proportionate part shall be recoverable from the Purchaser of any plot purchased after such expenditure has been incurred Provided always that the contribution demanded from the Surchaser in respect of the cost of constructing and maintaining such said water mains main drains roads and footpaths shall not exceed during the period six years from the date of the of Conveyance of the said plot the sum of The Pounds.

Jecond Part

of the dwellinghouse to be crected on the plot of land hereinbefore

EljeEljird Schedule Documents flitle 1923 September 29th Indenture of this date made between tollert Orlando Davies of the one part and the tender of the other part WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DBLAW SOLICITORS, AL POLDHU, HIGH STREET, ST IVES CORNWALL TR28 IRR

1924 Lebruary 4th. Indenture of this date made between -Roger William Giffard Tyringham of the first part Lonel Discon Discon Brown Reginald Skipwith and Ernest Edward St. Quintin of the second part and the Vendor of the third part. -----1924. February 16th. Indenture of this date made between Trances Jane Bolitho Thomas Robins Bolitho and Walter Henry Balase of the first part Frances Williams the Wife of Charles Williams of the second part and the Vendor of the third part -Signed sealed and delivered by the said John William * John W. Payne Mayne in the presence of ... Frank Fright Clerkt messes milton Solicitors, Gengance -Signed sealed and delivered by the said tonnie Garbutt * Durine gorbuter in the presence of ... 1/ Aread Vaglor Solicitor ft- Joss Correntell.

