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# His Indenture

made the Twenty Eighth  
day of March

One thousand nine hundred and twenty-four ~~Between~~  
John William Payne of Carbis Bay in the Parish of Uny  
Lelant in the County of Cornwall (hereinafter called "the  
Vendor") of the one part and Annie Carbutt of "Laban"  
Draycot Cottages Saint Ives in the said County of Cornwall  
Spinster (hereinafter called "the Purchaser") of the other part

Whereas the Vendor is seized of the hereditaments hereby  
assured for an estate in fee simple in possession free from  
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 Purchaser  
for the sale thereof to her for the sum of One Hundred and Sixty  
Pounds And Whereas upon the treaty for the said sale  
it was agreed that the Vendor and Purchaser should  
respectively enter into the mutual covenants hereinafter  
contained Now this Indenture witnesses that in

pursuance of the said agreement and in consideration of the sum  
of One Hundred and Sixty Pounds on or before the  
execution of these presents paid by the Purchaser to the Vendor  
(the receipt whereof the Vendor hereby acknowledges) the Vendor as  
Beneficial Owner hereby grants and conveys unto the  
Purchaser All That piece or parcel of land situate at  
Carbis Bay in the Parish of Uny Lelant in the County of  
Cornwall and containing by Estimation Six thousand six  
hundred square feet or thereabouts and measuring from North to  
South on the Eastern side thereof Sixty feet or thereabouts and  
from North to South on the Western side thereof Sixty feet or  
thereabouts and measuring from East to West on the Northern  
side thereof One hundred and one feet and from East to West on  
the Southern side One hundred and one feet or thereabouts and  
is for the purpose of identification only delineated on the Plan  
annexed hereto or endorsed hereon and thereon coloured Pink and  
numbered 71 and which piece of land forms part of the Carbis  
Bay Sunnyside Building Estate of the Vendor Together with  
full right and liberty for the Purchaser her heirs and assigns  
and all persons authorised by her or them from time to time and  
at all times hereafter and for all purposes to pass and repass  
with or without horses carts carriages motor cars and other vehicles

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over the road or 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 or 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 Second Schedule hereto Together with the benefit of the covenant on the part of Roger William Giffard Tynningham for payment of Death Duties on the cesser of a jointure rent charge mentioned in an Indenture dated the Fourth day of February One thousand nine hundred and twenty-four and made between the said Roger William Giffard Tynningham of the first part Lionel Dixon Dixon Brown Reginald Skipwith and Ernest Edward St. Quintin of the second part and the Vendor 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 TO HOLD the same (subject to the exceptions and reservations stipulations and provisions aforesaid) unto and to the use of the Purchaser her heirs and assigns in fee simple And the Purchaser for herself her heirs and assigns hereby covenants with the Vendor (and so that this covenant shall so far as practicable be enforceable by the owners occupiers and tenants for the time being of the remainder of the Sunnyside Building Estate of the Vendor aforesaid or any part thereof) that the Purchaser 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 Purchaser and the persons deriving title under her during the period of her or their respective ownership of any interest in the land hereby conveyed And for the purpose of making the covenants of the Purchaser to run with and bind the said hereditaments and premises the Purchaser her heirs and assigns will upon every conveyance lease or other assurance of the said premises or any part thereof give to the Purchaser lessor or grantee express notice of such covenant And the Vendor his heirs and assigns and the owner or owners for the time being of the Sunnyside 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 Purchaser her heirs

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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 And for the purpose of making the covenants of the Vendor to run with and bind the said hereditaments and premises the Vendor will upon every conveyance lease or other assurance of the Sunnyside Building Estate or any part thereof give to the Purchaser Lessee or Grantor express notice of such covenants as affect the hereditaments and premises hereby assured And the Vendor hereby acknowledges the right of the Purchaser to production of the documents of title specified in the third Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof And 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 Three Hundred Pounds It is Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

## The First Schedule First Part.

### Exceptions and Reservations.

Unto the person or persons entitled thereto (a) All rivers streams beats waters and watercourses and the beds banks sites springs and sources thereof respectively which may be within under or upon the hereditaments hereby assured with full power for the person or persons for the time being and from time to time entitled thereto and all persons expressly or impliedly authorised by him or them to divert use dispose and deal with the same as he or they may from time to time think proper and with full 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 without horses carts waggons and machinery for the purpose (if and when necessary) of repairing making good and cleaning such rivers streams beats waters watercourses beds banks sites & springs and sources but so always that the Purchaser and her tenants may (subject to the rights of all other lessees or tenants)

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make reasonable use of such rivers streams leats waters and watercourses respectively for farming or domestic purposes but not for irrigation or any other purposes they respectively keeping in good repair and condition and well protected from injury or damage (whether by cattle or otherwise) the bank beds sites springs and sources of all such rivers streams leats waters and watercourses respectively so far as the same respectively may be on the hereditaments hereby assured and not interfering with the flow of or diverting or polluting any such rivers streams leats waters or watercourses and so also that any person or persons exercising the rights hereinbefore 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 umpire pursuant to the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force (b) All mines minerals and mineral substances including (but without prejudice to the generality of the foregoing works) all quarries of granite and elvan within or 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 substances 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 leave any subjacent or 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 carts 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 or proper for the purpose of winning working getting carrying away or disposing of such mines minerals and mineral substances or any part of them but so nevertheless that reasonable compensation shall be paid for surface damage (if any) caused by any exercise of the powers and rights reserved as aforesaid the amount of such compensation in case of dispute to be settled by arbitration in manner aforesaid (c) All the sites of mining shafts if any within under or upon the hereditaments hereby assured Together with full power for the person or persons for the time being and from time to time entitled

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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 or impliedly authorised by 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 without horses carts waggons machinery and other implements and things for the purpose of using occupying and enjoying the said shafts and dump heaps 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.

### Stipulations and Provisions.

Subject (1) To all high chief quit or other rents (if any) and to all tithe tithe rent charge land tax or 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 rights 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 Act or Award or in any other deeds or documents affecting the hereditaments hereby assured or any part thereof and so that neither the Vendor nor any persons deriving title under him should be bound to furnish particulars of any such matters or show the creation thereof or to define or apportion any burden.

(2) To all liability (if any) to repair or contribute to the repair of roads ways footpaths bridges river banks dykes leats sea walls sluices sewers drains culverts gutters walls fences or other like matters.

(3) To all such quasi easements or quasi privileges as are now exerciseable or used or enjoyed over the hereditaments hereby assured in respect of or for the benefit of any other land or hereditaments (whether adjoining or not) now or formerly part of the Estates known as the Bassett Estates in the County of Cornwall which quasi easements or quasi privileges are and should be excepted and reserved out of the assurance hereinbefore

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contained to and for the benefit of the person or 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 or any part thereof.

(5) Provide that the Purchaser her heirs or assigns shall not acquire by implication or otherwise any right of light or air which might or could prevent the user of any adjoining or neighbouring premises for building or other purposes or any right to prevent or object 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.

All mines metals stones oils oil-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 conveyed 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 underground or surface workings including power to let down the surface and to sink any pits or shafts and divert and use any waters waterways or watercourses and to erect and construct any buildings engines machinery roads railways tramways waterworks waterways airways cables telegraphs telephones and other works and conveniences and to stack and lay up any minerals substances or refuse which may be raised out of any such mines or in the course of executing any such works reasonable compensation being paid by the person or persons or company exercising any such excepted or reserved rights or privileges to the surface owners for all damage done by subsidence or otherwise to the surface or 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 in case of dispute to be settled by the Arbitration of two arbitrators

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or their umpire pursuant to the provisions of the Arbitration Act 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 or buildings thereon consequent on working prior to the Eighth day of September One thousand nine hundred and twenty.

## Water Supply System

The Water Supply System known as the Carbis Bay Water Supply System including any extensions of the same as then subsisting hereafter to be made and the springs wells streams sources of water catchpits conduits reservoirs tanks pipes manholes and other works forming part of or appropriated for or connected with or convenient for use in connection with the same Water Supply System Together with all easements rights and privileges as heretofore and now subsisting or enjoyed in relation to the said Water Supply System or the waters thereof necessary or desirable for the maintenance preservation use and enjoyment of the said Water Supply System or the waters thereof included in any such excepted and reserved easements rights and privileges (1) the right to enter upon any part of the hereditaments hereby assured to inspect cleanse remove renew alter 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 easements rights and privileges but so that the exercise of any of the said excepted and reserved easements rights and privileges in relation to the said Water Supply System shall be subject 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 or will be exercised such compensation if necessary to be settled by arbitration in like manner as hereinbefore mentioned.

## The Second Schedule

### First Part

1. The Vendor shall have the right at any time hereafter

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until the roads on the estate have been taken over by the Local Authority 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 substituted road.

2. If a sewer or water main is laid or is intended to be laid through the plot hereinbefore conveyed the Vendor excepts and reserves to himself and to the West Penwith Urban District Council acting as the Sanitary Authority to the Parish of Lelant the sewer or water main running through the plot hereby conveyed subject to the right of the Vendor or the Urban District Council acting as aforesaid to enter upon and have free access for the purpose of constructing repairing inspecting cleansing maintaining and relaying any such sewers or water mains existing or proposed together with the manholes inspection chambers and any works appurtenant to the said sewers or water mains subject to the conditions imposed by any statutory regulations relative thereof.

3. The 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 or 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 obstruction 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 boundary walls and fences shall be built where indicated by and to the satisfaction of the Vendor and all those dividing adjoining plots shall be party walls or fences. In the event of any Purchaser building a boundary wall or fence at a cost approved by the Vendor before any adjoining plot is sold the Vendor will obtain one half of such approved cost from the Purchaser of such adjoining plot when sold and pay the same to the Purchaser and if any boundary wall or fence shall have been built before the sale of any such Plot the Purchaser of such Plot shall pay to the Vendor one half of the cost of building such wall or fence on the signing of this Contract.

4. No building or erection shall be set upon the property nearer to the road fronting thereof than is indicated by the line marked on the Estate plan "Building Line."

5. The plans of the outside elevations showing the design of every

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building to be erected shall be approved by the Vendor, 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 erected a proposed to be erected on the adjoining lots and when approved such plans shall be signed in duplicate by the Purchaser or her Architect and the Vendor or his Agent one copy being retained by each party. The Plans and copies are to be supplied by the Purchaser at her expense but no charge for their approval will be made by the Vendor.

6. No hoarding 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 erected on any plot and no trade or business of any kind other than a Boarding House or lodging house shall be carried on upon any part of any Plot without the consent of the Vendor and no building shall be erected until the outside elevations have been approved by the Vendor in accordance with stipulation 5.

8. Not more than one house shall be erected 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 Five Hundred Pounds for a detached 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.

9. 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 Local Authority and shall at all times thereafter until the same shall be taken over by the Local Authority pay and contribute the proportion to be fixed by the Vendor of repairing and maintaining the same and the Purchaser of each plot which shall front on any projected or new road or on any existing private road which has not yet been taken over by the Local Authority shall according to and in proportion to the extent of his frontage towards such road contribute with the owners for the time being of the other plots

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in the same road to the expense of making and forming the said projected or private road into a road properly metalled and fit for traffic and shall at all times thereafter until the same shall be taken over by the said Local Authority 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 proportionate part of the expense (to be ascertained as aforesaid) to the Purchaser of each plot and in the event of any roads made or sewers 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 Purchaser 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 conveyance of the said plot the sum of Five Pounds. — X

### Second Part

1. The Vendor and the persons deriving title under him will at all times hereafter supply and keep supplied the Purchaser with a sufficiency of water for all reasonable domestic purposes in so far as he the Vendor is enabled so to do under and by virtue of an Agreement made by the St. Ives Town Council with the Vendor dated the fifth day of January One thousand nine hundred and twenty-four.
2. The Vendor shall make and construct a good and proper road and footpath properly surfaced and channelled leading from the main road from St. Ives to Delant to the said plot hereinbefore conveyed such road and footpath to be completed not later than one calendar month subsequent to the completion of the dwellinghouse to be erected on the plot of land hereinbefore conveyed.

### The Third Schedule

#### Documents of Title

1923 September 29<sup>th</sup> Indenture of this date made between Albert Orlando Davies of the one part and the Vendor of the other part.

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1924 February 4<sup>th</sup>.

Indenture of this date made between  
Roger William Giffard Tyningham of  
the first part Lionel Dixon Dixon  
Brown Reginald Skipwith and  
Ernest Edward St. Quintin of the  
second part and the Vendor of the  
third part.

1924. February 16<sup>th</sup>.

Indenture of this date made between  
Frances Jane Bolitho Thomas Robinis  
Bolitho and Walter Henry Bolase  
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  
Payne in the presence of...

John. W. Payne

Frank A. Wright,  
Clerk to Messrs. Milton,  
Solicitors, Guernsey -

Signed sealed and delivered  
by the said Annie Garbutt  
in the presence of...

Annie Garbutt

Mrs. Taylor  
Solicitor  
St. Ives Cornwall.

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①  
Dated 28<sup>th</sup> March 1924

Mr John William Payne  
to —  
Miss Annie Gaultie.

# Conveyance

— of —  
hereditaments and premises being  
Plot No. 71 of the Dunbray Road Building  
Estate situate at Dunbray Road in the  
Parish of Longdelnagh in the County  
of Cornwall.

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The Plan herein referred to —

