

CASE STUDY MATERIALS

June 2013
Level 6
CONVEYANCING
Subject Code L6-17



CHARTERED INSTITUTE
OF LEGAL EXECUTIVES

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THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 17 – CONVEYANCING *

CASE STUDY MATERIALS

Information for Candidates on Using the Case Study Materials

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to the case study materials. You will be required to answer all the questions on the examination paper.
- You should familiarise yourself with the case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss the materials with your tutor/s either face to face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relates to the case study materials.

Instructions to Candidates Before the Examination

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or text books into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

Turn over

* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You have just started work in the Property Department and your supervising partner is Noor Khan.

Noor Khan acts for Sharon Green in respect of her sale of 12 Avon Crescent, Salford, Manchester, M39 9TJ and related purchase of 297 Church Street, Church, Accrington, BB5 4LF. Noor has asked you to take over the day-to-day conduct of these files and has sent you the following documents:

- Document 1:** Memorandum from Noor Khan.
- Document 2:** Estate Agent's memorandum of sale for 12 Avon Crescent, Salford, Manchester, M39 9TJ.
- Document 3:** List of Documents relating to 12 Avon Crescent, Salford, Manchester, M39 9TJ including Documents 3a – 3i inclusive, which are originals of all documents referred to in this list.
- Document 4:** Official Copy to 297 Church Street, Church, Accrington, BB5 4LF.
- Document 5:** LLC1 Results.

Turn over

MEMORANDUM

To: Trainee lawyer
From: Noor Khan
Subject: Sharon Green – Sale of 12 Avon Crescent, Salford, Manchester, M39 9TJ ("Avon Crescent") and purchase of 297 Church Street, Church, Accrington, BB5 4LF ("Church Street")

I act for Sharon Green on her sale of Avon Crescent and purchase of Church Street. I would like you to assist me in acting in respect of her sale and purchase.

Avon Crescent

I attach the estate agent's memorandum of sale (**Document 2**) and a bundle of original deeds and documents, all relating to Avon Crescent (**Documents 3a-3i inclusive**). As usual we will be following the Protocol.

Church Street

Sharon has had her offer of £280,000 accepted on Church Street. She is purchasing the property from Emily and Robert Gibbs. The sellers' solicitor has emailed me an Official Copy of the Register for Church Street (**Document 4**) and has confirmed he will be following the Protocol. The replies to the LLC1 are already in (**Document 5**).

Sharon intends to build a ten foot long double-storey extension along the whole of the back of Church Street.

Sharon is part funding her purchase of Church Street by borrowing £60,000 from Birmingham Midshires Building Society. I expect to receive a copy of the mortgage offer within the next few days which I understand will agree to the proposed extension. The balance of the purchase price will be funded from the proceeds of the sale of Avon Crescent.

Noor

DOCUMENT 2

**Estate Agent's Memorandum of Sale for 12 Avon Crescent, Salford
Manchester, M39 9TJ**

Property: 12 Avon Crescent, Salford, Manchester, M39 9TJ

Tenure: Freehold

Seller: Miss SHARON GREEN of 12 Avon Crescent, Salford,
Manchester, M39 9TJ

Purchasers: ATIF HUSSAIN and NAZIA HUSSAIN both of 21 Park Road,
Salford, M12 6EL

Price: £230,000

Sellers Lawyers: Kempstons, The Manor House, Bedford, MK42 7AB

Buyers Lawyers: Martin and Co Solicitors, 234 Station Road, Little Hulton,
Salford, M38 8TQ

Additional Information: The seller is leaving all carpets, curtains and
lampshades at the Property.

Turn over

DOCUMENT 3

List of Documents relating to 12 Avon Crescent, Salford, Manchester, M35

Doc. Number	Date	Details	Parties
3a	11.08.1970	Land Charges search	Against Stephen Whittaker
3b	12.08.1970	Conveyance	Stephen Whittaker (1) David Jones & Dorothy Jones (2)
3c	12.08.1970	Mortgage (Vacating receipt endorsed 15.08.1984)	David Jones & Dorothy Jones (1) Birmingham Midshires Building Society (2)
3d	25.07.1984	Land Charges search	Against David Jones & Dorothy Jones
3e	15.08.1984	Conveyance	David Jones and Dorothy Jones (1) Malcolm Andrew Green and Christine Green (2)
3f	15.08.1984	Mortgage (Vacating receipt endorsed 10.07.1988)	Malcolm Andrew Green and Christine Green (1) Leeds and Holbeck Building Society (2)
3g	20.11.1988	Death Certificate	Christine Green
3h	29.01.1989	Grant of Probate	Christine Green
3i	10.07.1989	Deed of Gift	Malcolm Andrew Green (1) Sharon Green (2)

DOCUMENT 3a
LAND CHARGES ACT 1972
CERTIFICATE OF THE RESULT OF SEARCH

CERTIFICATE
No.
GO222203T

PAGE 0001

CERTIFICATE
DATE
11 August 1970

PROTECTION
ENDS ON
01 September
1970

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is shown below.

PARTICULARS SEARCHED					
COUNTY OR COUNTIES	LANCASHIRE				
NAME(S)	Particulars of Charge			PERIOD	Fees £
STEPHEN * WHITTAKER * NO SUBSISTING ENTRY ----- END OF SEARCH -----				1936-1970	£0.50
APPLICANT'S REFERENCE	IQ/MS	APPLICANT'S KEY NUMBER	2015389	AMOUNT DEBITED	£0.50
M Curtis Solicitors Salford				Any enquiries concerning this certificate to be addressed to The Superintendent. Land Charges Department. Burrington Way. Plymouth. PL5 3LP	

Turn over

THIS CONVEYANCE is made the 12th day of August 1970 between STEPHEN WHITTAKER of 12 Avon Crescent Salford in the County of Lancashire Lorry Driver (hereinafter called "the Vendor") of the one part and DAVID JONES of "the Seaman's Rest" Littlehampton Seaman and DOROTHY JONES his wife (hereinafter called "the Purchasers") of the other part.

WHEREAS The Vendor is seised of the property hereinafter described in fee simple in possession subject to the covenants hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchasers for the like estate at the price of £12,000.

NOW in pursuance of the said agreement and in consideration of the sum of £12,000 paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges)

THIS DEED WITNESSETH as follows:-

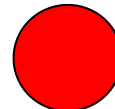
1. The Vendor as Beneficial Owner hereby conveys unto the Purchasers ALL THAT piece of land containing an area of 560 square yards or thereabouts fronting to Avon Crescent Salford in the County of Lancashire and being more particularly delineated edged red on the plan annexed hereto AND ALSO ALL THAT messuage or dwellinghouse and garage erected thereon and numbered 12 Avon Crescent aforesaid TO HOLD the same UNTO the Purchasers in fee simple SUBJECT to the restrictive covenants contained in a Conveyance dated the 6th day of June 1936 and made between Better Builders Limited of the one part and Samuel Spencer of the other part.
2. The Purchasers for themselves and the persons deriving title under them hereby jointly and severally covenant with the Vendor that they will henceforth observe and perform the said covenants restrictions and conditions and will keep the Vendor and his estate and effects indemnified against all claims in respect of any future breach or non-observance thereof so far as the same are still subsisting and capable of affecting the property hereby conveyed.

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

SIGNED SEALED AND DELIVERED)
by the said STEPHEN WHITTAKER in the)
presence of:)

Jim Daniels, Office Manager
3, Whichester Gardens, Salford

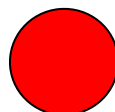
S. Whittaker



SIGNED SEALED AND DELIVERED)
by the said DAVID JONES)
in the presence of :)

Mary Curtis, Solicitor
Salford

D. Jones



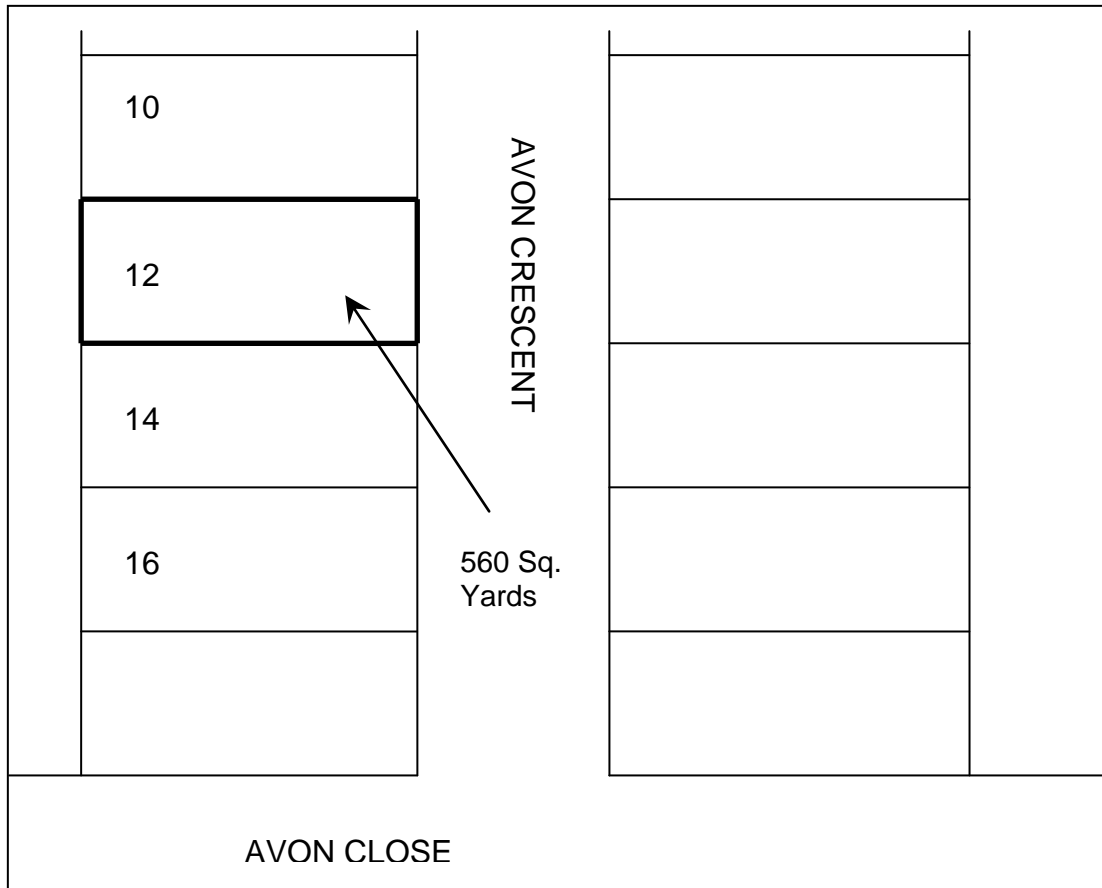
CASE STUDY MATERIALS

SIGNED SEALED AND DELIVERED
by the said DOROTHY JONES
in the presence of :
Mary Curtis, Solicitor
Salford

)
)
)

Dorothy Jones

Plan of 12 Avon Crescent, Salford



S. Whittaker

D. Jones

Dorothy Jones

Note to candidates: The bold line represents the red edging

Turn over

BIRMINGHAM MIDSHIRES BUILDING SOCIETY

P.L.

MORTGAGE DEED dated 12th August 1970 made between
THE Borrower DAVID JONES of the Seaman's Rest Littlehampton Seaman and DOROTHY JONES
his wife

The Guarantor (if any)

and BIRMINGHAM MIDSHIRES BUILDING SOCIETY (the Society) whose Chief Office is at St
Paul's Square, Birmingham, B1 3TK.

1. The Borrower is a member of the Society and is bound by the Rules so far as they are not inconsistent with or varied by this deed.
2. The Society has paid to the Borrower the advance mentioned below (the Advance) the receipt whereof the Borrower acknowledges.
3. The Borrower as Beneficial Owner charges the property described below (the Property) by way of legal mortgage with the payment to the Society of the Advance interest and other monies payable to the Society by the Borrower or otherwise secured by this deed. The legal right of redemption shall cease one calendar month after the date of this deed and in favour of a purchaser the power of sale shall be exercisable from that date.
4. This charge shall be the security for all further advances or sums becoming owing to the Borrower to the Society in respect of the Property.
5. This mortgage incorporates the Birmingham Midshires Building Society Mortgage Conditions 1969 Edition which have been prescribed by the Board.
6. If a Guarantor is named in this deed then (i) the Guarantor covenants with the Society to observe and perform all the obligations of the Borrower under this deed and (ii) the liability of the Guarantor shall not be affected by any giving of time for payment of any money due from the Borrower or by any other omission whereby his liability would not have been discharged if he had been the principal debtor.

THE ADVANCE: Ten Thousand Pounds (10,000).

THE PROPERTY: The land and dwellinghouse numbered 12 Avon Crescent Salford, Lancashire and being the property conveyed to the Borrower by a Conveyance bearing even date herewith made between Stephen Whittaker of the one part and the Borrower of the other part.

IN WITNESS whereof the Borrower and the Guarantor (if any) have set their respective hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by the) *D. Jones*

Borrower in the presence of) *Dorothy Jones*

Mary Curtis, Solicitor
Salford

BIRMINGHAM MIDSHIRES BUILDING SOCIETY acknowledge to have received all monies intended to be secured by the within written deed, in witness whereof the Seal of the Society is hereunto affixed this 15th day of August 1984 by order of the Board of Directors.

Andrew Scott Authorised Signatory

DOCUMENT 3d

LAND CHARGES ACT 1972
CERTIFICATE OF THE RESULT OF SEARCH

CERTIFICATE
No.
GO364736T

PAGE 0001

CERTIFICATE
DATE
25 July 1984

PROTECTION
ENDS ON
15 August 1984

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is shown below.

PARTICULARS SEARCHED					
COUNTY OR COUNTIES	LANCASHIRE				
NAME(S)	Particulars of Charge			PERIOD	Fees £
DAVID * JONES *				1970-1984	£0.50
NO SUBSISTING ENTRY					
DOROTHY * JONES *				1970-1984	£0.50
NO SUBSISTING ENTRY					
----- END OF SEARCH -----					
APPLICANT'S REFERENCE	IQ/MS	APPLICANT'S KEY NUMBER	4738129	AMOUNT DEBITED	£1.00
I. QUICK Solicitors Salford				Any enquiries concerning this certificate to be addressed to The Superintendent. Land Charges Department. Burrington Way. Plymouth. PL5 3LP	

Turn over

THIS CONVEYANCE is made the 15th day of August 1984 between DAVID JONES and DOROTHY JONES both of 12 Avon Crescent Salford in the County of Lancashire Sealed (hereinafter called "the Vendors") of the one part and MALCOLM ANDREW GREEN and CHRISTINE GREEN both of 2 Cumberland Court Manchester aforesaid Metal Presser (hereinafter called "the Purchasers") of the other part.

WHEREAS

- (A) The Vendors are seised of the property hereinafter described in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchasers at the price of £32,000.
- (B) The Purchasers have agreed that the said property shall be vested in them as joint tenants in manner hereinafter appearing.

NOW in pursuance of the said agreement and in consideration of the sum of £32,000 paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby acknowledges) THIS DEED WITNESSETH as follows:-

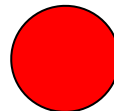
1. The Vendors as Beneficial Owners hereby conveys unto the Purchasers ALL THAT land messuage or dwellinghouse and garage known as number 12 Avon Crescent Salford in the County of Lancashire and being more particularly delineated edged red on the plan annexed hereto TO HOLD the same UNTO the Purchaser in fee simple SUBJECT to the covenants restrictions and conditions contained in a Conveyance dated the 6th day of June 1936 made between Better Builders Limited of the one part and Samuel Spencer of the other part.
2. The Purchasers for themselves and the persons deriving title under them hereby covenant with the Vendors that they will henceforth observe and perform the said covenants restrictions and conditions and will keep the Vendors and their estate and affects indemnified against all claims in respect of any future breach or non-observance thereof so far as the same are still subsisting and capable of affecting the property hereby conveyed.
3. The Purchasers hereby declare as follows:
 - (a) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of the sale and any other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants
 - (b) Until the expiration of twenty-one years from the death of the last survivor of the Purchasers the trustees for the time being of this Deed shall have the power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers of an absolute owner.

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

SIGNED SEALED and DELIVERED by the)
 said DAVID JONES in the)
 presence of:-)

Mary Curtis, Solicitor
Salford

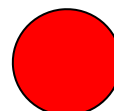
D. Jones



SIGNED SEALED AND DELIVERED)
 by the said DOROTHY JONES)
 in the presence of :)

Mary Curtis, Solicitor
Salford

Dorothy Jones



CASE STUDY MATERIALS

SIGNED SEALED and DELIVERED by the
said MALCOLM ANDREW GREEN in the
presence of:-

)

)

)

*I. Quick, Solicitor
Manchester*

SIGNED SEALED and DELIVERED by the
said CHRISTINE GREEN in the
presence of:-

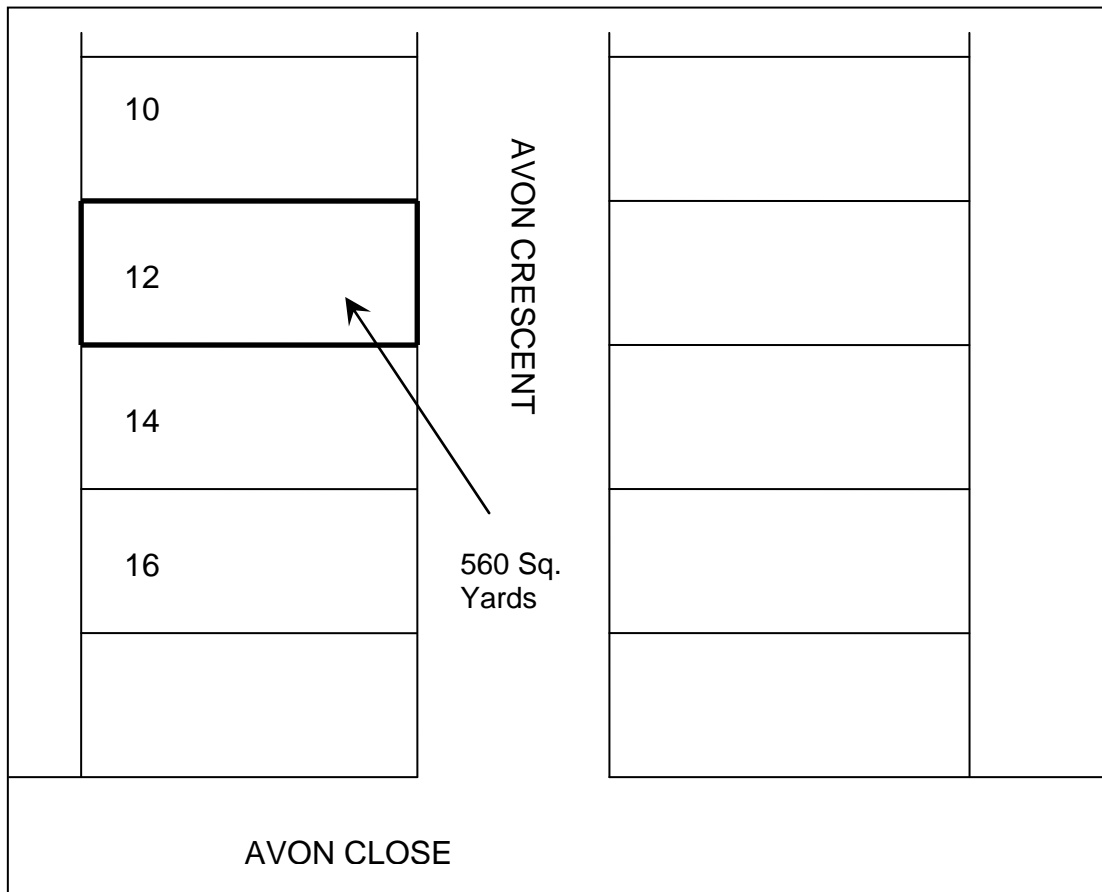
)

)

)

*I. Quick, Solicitor
Manchester*

Plan of 12 Avon Crescent, Salford



Dorothy Jones

D. Jones

M Green

C Green

Note to candidates: The bold line represents the red edging

Turn over

LEEDS & HOLBECK BUILDING SOCIETY

MORTGAGE DEED dated 15th August 1984 made between
The Borrower MALCOLM ANDREW GREEN and CHRISTINE GREEN both of 2 Cumberland Court,
Manchester
The Guarantor (if any)
and LEEDS & HOLBECK BUILDING SOCIETY (the Society) whose Chief Office is at Wellington
Place, Leeds

1. The Borrower is a member of the Society and is bound by the Rules so far as they are not inconsistent with or varied by this deed.
2. The Society has paid to the Borrower the advance mentioned below (the Advance) the receipt of which the Borrower acknowledges.
3. The Borrower as Beneficial Owner charges the property described below (the Property) by way of Legal mortgage with the payment to the Society of the Advance interest and other monies payable to the Society by the Borrower or otherwise secured by this deed. The Legal right of redemption shall cease one calendar month after the date of this deed and in favour of a purchaser the power of sale shall be exercisable from that date.
4. This charge shall be the security for all further advances or sums becoming owing by the Borrower to the Society in respect of the Property.
5. This Mortgage incorporates the Leeds & Holbeck Building Society Mortgage Conditions 1982 which have been prescribed by the Board.
6. If a Guarantor is named in this deed then (1) the Guarantor covenants with the Society to observe and perform all the obligations of the Borrower under this deed and (2) the liability of the Guarantor shall not be affected by any giving of time for payment of any money due from the Borrower or by any other act or omission whereby his liability would not have been discharged if he had been the principal debtor.

THE ADVANCE: Twenty-six Thousand Pounds (26,000)

THE PROPERTY: The land and dwellinghouse numbered 12 Avon Crescent, Salford, Lancashire and being the property conveyed to the Borrower by a Conveyance bearing even date herewith made between David Jones of the one part and the Borrower of the other part.

IN WITNESS whereof the Borrower and the Guarantor (if any) have set their respective hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by the)

Borrower in the presence of:)

M Green

I. Quick, Solicitor
Manchester

C Green

LEEDS & HOLBECK BUILDING SOCIETY acknowledge to have received all monies intended to be secured by the within written deed. In witness whereof the Seal of the Society is hereto affixed this 10th day of July 1988 by order of the Board of Directors.

Phillip Smith *Authorised Signatory*

CERTIFIED COPY

Pursuant to the Births and



OF AN ENTRY

Deaths Registration Act 1953

DEATH		Entry No. 45
Registration District Manchester		Administrative area City of Manchester
Sub-district Manchester		
1. Date and place of death Nineteenth November 1988 Manchester Royal Infirmary		
2. Name and surname Christine GREEN		3. Sex Female
		4. Maiden surname of woman who has married Jenson
5. Date and place of birth 5 July 1944 Manchester		
6. Occupation and usual address Librarian (Retired) 12 Avon Crescent, Salford, Manchester		
7(a)	Name and surname of informant Malcolm Andrew GREEN	(b) Qualification Husband
(c)	Usual address 12 Avon Crescent, Salford, Manchester	
8. Cause of death Chronic heart failure Certified by H. Farncomb MB		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief <i>M Green</i> Signature of informant		
10.	Date of registration 20 November 1988	11. Signature of registrar Penny Hamilton, Registrar

Turn over

COPIES OF THIS GRANT ARE NOT VALID UNLESS
THEY BEAR THE IMPRESSED SEAL OF THE COURT

In the High Court of Justice
The District Probate Registry at MANCHESTER

BE IT KNOWN THAT CHRISTINE GREEN

died on the 19th day of November 1988

domiciled in England and Wales

AND BE IT FURTHER KNOWN that at the date hereunder written the Last Will and Testament (a copy whereof is hereunto annexed) **(NOTE TO CANDIDATES - COPY WILL NOT ATTACHED)** of the said deceased was proved and registered in the said Registry of the High Court of Justice

And Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the aforesaid Court to

I. Quick, Solicitor
Manchester

Ian Quick of 234 High Street, Salford and Malcolm Green of 12 Avon Crescent, Salford, Manchester aforesaid the Executors named in the Will

It is hereby certified that it appears from the information supplied for this grant that the gross value of the said estate in the United Kingdom does not exceed £80,000 and that the net value of such estate does not exceed £90,000.

Dated the 29th day of January 1989

COURT
SEAL

H. Dixon

Probate Extracted by
Quick & Co. Solicitors, Salford

THIS DEED OF GIFT is made the 10th day of July 1989 BETWEEN MALCOLM AND SHARON GREEN of 12 Avon Crescent, Salford, Manchester (hereinafter called "the Donor") of the one part and SHARON GREEN of 8 Bramham Glade, Manchester (hereinafter called "the Donee") of the other part.

WHEREAS

- (1) The Donor is seised of the property hereinafter described in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances.
- (2) The Donor is desirous of conveying the said property to the Donee

NOW THIS DEED made in consideration of the natural love and affection of the Donor for the Donee WITNESSETH as follows:

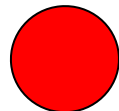
1. The Donor hereby conveys unto the Donee ALL THAT dwellinghouse and appurtenances thereto belonging known as number 12 Avon Crescent, Salford, Manchester and more particularly described in a conveyance dated the 15th day of August 1984 and made between David Jones of the one part and the Donor of the other part ("the Conveyance") SUBJECT TO the covenants contained mentioned or referred to in the Conveyance insofar as the same are still subsisting and capable of being enforced and affect the property hereby conveyed TO HOLD the same UNTO the Donee in fee simple in possession.
2. The Donee for herself and the persons deriving title under her with the object of affording the Donor a full and sufficient indemnity but not further or otherwise hereby jointly and severally covenant to observe and perform the covenants and conditions contained, mentioned or referred to in the Conveyance so far as the same are still subsisting and capable of taking effect and to indemnify the Donor and his estate and effects from and against all actions claims and demands for or on account of the future breach or non performance thereof so far as aforesaid.
3. It is hereby certified that this Deed falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

IN WITNESS whereof the Donor and the Donee have hereunto set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED by the)
said MALCOLM GREEN the presence)
of:

I. Quíck, Solícítor
Manchester

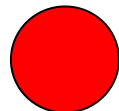
M Green



SIGNED SEALED AND DELIVERED by the)
said SHARON GREEN in the presence)
of:

I. Quíck, Solícítor
Manchester

S Green



Turn over

Land Registry



Official copy
of register of
title

Title number LA 551592

Edition date 31.08.2005

- This official copy shows the entries subsisting on the register on 24 May 2013 at 15:27:14.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 May 2013.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide1 – A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Durham office.

A: Property Register

This register describes the land and the estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

LANCASHIRE : HYDBURN

1. (07.09.1987) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 297 Church Street, Church, Accrington (BB5 4LF).
2. (07.09.1987) The mines and minerals are excepted.
3. Short particulars of the lease(s) (or under-lease (s)) under which the land is held:

Date:	3 November 1880
Term:	999 years from 25 March 1880
Rent:	£8.8s. 0d
Parties:	(1) Henry Petre
	(2) James Holgate

NOTE: The lease comprises also other land
4. By an assignment dated 17 May 1895 made between (1) James Holgate (Vendor) (2) David Redhead and Thomas Barnes and (3) Catherine Roberts and Ann Roberts the rent reserved by the Lease was informally apportioned to £1.48 to the land in this title.

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5. (07.09.1987) By a Deed of Variation of covenants dated 1 September 1987 made between (1) Trevor Browne (1) Edmund Grey (2) the covenant in paragraph 20 of the second schedule of the Lease was varied.

NOTE: Copy filed.

6. Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title good Leasehold

1. (31.08.2005) PROPRIETOR: EMILY GIBBS and ROBERT GIBBS both of 297 Church Street, Church, Accrington, BB5 4LF.
2. (31.08.2005) The price stated to have been paid on the 9 June 2005 was £240,000.
3. (31.08.2005) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the Court
4. (31.08.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 June 2005 in favour of Birmingham Midshires referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

1. (31.08.2005) **REGISTERED CHARGE** dated 9th June 2005 to secure the monies including the further advances therein mentioned.
2. (31.08.2005) **PROPRIETOR:** BIRMINGHAM MIDSHIRES of 1 Trinity Road, Halifax, West Yorkshire HX1 2RG.

End of Register

Turn over

DOCUMENT 5

LLC1 Results and Replies to Enquiries of the Local Authority

Form LLC1 (Local Land Charges Rules 1977 Schedule 1, Form C)

A duplicate of this form must also be completed: a carbon copy will suffice

Name and address of registering authority:

Hyndburn Borough Council
Land Charges Department Scaitcliffe House
Ormerod Street
Accrington
Lancashire
BB5 0PF

Official Number 12001

(To be completed by the registering Authority)

Register of local land charges

Requisition for search and official certificate of search

Requisition for search

Description of land sufficient to enable it to be identified (a plan must be supplied)

297 Church Street
 Church
 Accrington BB5 4LF

Name and address to which certificate is to be sent, please do not use a DX address. Results can be emailed, if you require the result to be returned electronically please include your email address below:

Noor Khan
 Kempstons
 The Manor House
 Bedford
 MK42 7AB
 DX 68390 MANCHESTER 2

Email (for electronic return result of search):

Signature of applicant (or his solicitor)

Kempstons

Date: 22 May 2013

.....
 Telephone number
 01234 8845555

Reference NK/SG/P001

Email lawyers@kempstons.co.ukFees of **£30.00**

Enclosure

~~Cheque/Postal Order~~***Below information to be completed by authorised Local Authority Officer***

Official certificate of search

~~It is hereby certified that the search requested above reveals no subsisting registrations~~

Or the registrations described in the Schedule hereto up to and including the date of this certificate.

Signed: **S Baden**

On behalf of **HYNDBURN BOROUGH COUNCIL**

Date: 27 May 2013

Directions and notes

1. This form and the duplicate should be completed and sent by post to or to the office of the registering authority.
2. A separate requisition for search should be made in respect of each parcel of land in respect of which a search is required except where, for the purpose of a single transaction, a certificate is required in respect of two more parcels of land which have a common boundary or are separated only by a road, railway, river, stream or canal.
3. 'Parcel of land' means land (including a building or part of a building) which is separately occupied or separately rated or, if not occupied or rated, in separate ownership. For the purpose of this definition an owner is the person who (in his own right or as trustee for any other person) is entitled to receive the rack rent of land, or, where the land is not let at a rack rent, would be entitled if it were so let.
4. The certificate of the result of an official search of the register refers to any subsisting registrations, recorded against the land defined in the application for search, in the Parts of the register in respect of which the search is requested. The Parts of the register record:
 - Part 1 General financial charges.
 - Part 2 Specific financial charges.
 - Part 3 Planning charges.
 - Part 4 Miscellaneous charges.
 - Part 5 Fenland ways maintenance charges.
 - Part 6 Land Compensation charges.
 - Part 7 New towns charges.
 - Part 8 Civil aviation charges.
 - Part 9 Opencast coal charges.
 - Part 10 Listed buildings charges.
 - Part 11 Light obstruction notices.
 - Part 12 Drainage scheme charges.
5. An office copy of any entry in the register can be obtained on written request and on payment of the prescribed fee.

Fees

In England, fees payable to the registering authorities for local land charge services under the Local Land Charges Act 1975 (other than the fee for a personal search of the local land charges register) are set by individual registering authorities and the fee for a personal search of the local land charges register is set by the Lord Chancellor.

In Wales, the National Assembly for Wales sets these fees. Information about the fees should be obtained from the relevant registering authority.

Address of Property: 297 Church Street, Church, Accrington BB5 4LF

Turn over

PART 2 of REGISTER SPECIFIC FINANCIAL CHARGES

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Documents may be inspected at	Date of Reg.
Hyndburn Private Sector Housing Assistance Policy, Regulatory Reform Order 2002, Disabled Facilities Grant, approved 24/07/08. Invoice raised £4,000. Interest calculated at 5% per annum.	Hyndburn Borough Council	Town Hall, Accrington	29.09.10

PART 3 of REGISTER: PLANNING CHARGES

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Documents May be inspected at	Date of Reg.
Town and Country Planning Act 1990 Article 4 Direction	Hyndburn Borough Council	Town Hall, Accrington	15.11.2005

PART 4 of REGISTER: MISCELLANEOUS CHARGES

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Documents may be inspected at	Date of Reg.
<u>Clean Air Act 1956 s.11</u> Smoke Control Order No. 10 Operative 13.01.1964	Hyndburn Borough Council	Town Hall, Accrington	13.01.1964

End of Case Study Materials

