

# BOSLEY & CO

SOLICITORS

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DX 36665 BRIGHTON 2

Your Ref:

Our  
Ref:

MSH.LS.BRIGHTON BED

Date 11<sup>th</sup> March 2016

Dear Sirs,

- (1) Brighton Bed Centre Limited
- (2) Colin Aubrey Wynne Patrick Morris,  
Margaret Morris,  
Philip Roy Drayton-Morris  
Stuart Lynden Morris
- (3) Pension Practitioner .Com Limited

Further in this matter, we are pleased to confirm that the Land Registry have now made the appropriate alterations to the Land Registry entries, a copy of which is attached. You will see that they have amended Entry No. 6 of the Charges Register by removing Rowanmoor and inserting the current Trustees' names which we trust is satisfactory for your purposes.

They cannot remove Rowanmoor from Entry No. 7 because they are only there as they were a party to the Deed in 2014.

Yours faithfully,  
**BOSLEY & CO.,**

Encl

Pension Practitioner Com Limited,  
Daws House,  
33-35 Daws Lane,  
LONDON, N7 4SD



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BOSLEY AND CO  
DX36665  
BRIGHTON 2

Your ref: MSH.BRI0152

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Our ref: RCS/ESX256866/CO LEVELLING

Date: 04 March 2016

## COMPLETION OF REGISTRATION

**Title Number: ESX256866**

**Property: 258 Portland Road, Hove (BN3 5QU)**

**Registered Proprietor: THE HOVE BEDDING CENTRE LIMITED**

Your application lodged on February 26, 2016 has been completed. An official copy of the register together with the Title Information Document accompany this notification of completion.

There are no other documents to issue to you.

If we need to write to, or send a formal notice to, an owner, chargee or other party who has an interest noted on the register, we will write to them at their registered address. It is important that this address is correct and up to date. Please let us know at once of any change of address, quoting the title number.

You do not need to reply unless you think a mistake has been made. If there is a problem, please let us know.



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## TITLE INFORMATION DOCUMENT (issued following a change to the register)

An official copy of the register accompanies this notification. It shows entries subsisting following the recent completion of an application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in the future you wish to apply for an official copy of the register or the title plan showing the then position, please apply using Form OC1 (available from us, our website [www.gov.uk/land-registry](http://www.gov.uk/land-registry) and from law stationers). A fee is payable for each copy issued.

If we need to write to, or send a formal notice to, an owner or other party who has an interest noted on the register, we will write to them at the address as shown on the register. It is important that this address is correct and up to date. If you have such an address but wish to change it, please let us know as soon as possible, quoting the title number.

If you have any queries, please contact us at the address below, quoting the title number shown on the top of the official copy.

Land Registry  
Coventry Office  
PO Box 6344  
Coventry  
CV3 9LL

DX No. 740900 Coventry 24

Tel: 0300 006 0005  
Fax: NA

**THIS DOCUMENT HAS BEEN SUPPLIED FOR INFORMATION ONLY. IT SHOULD NOT BE SENT TO LAND REGISTRY IN CONNECTION WITH ANY SUBSEQUENT APPLICATION.**



## Official copy of register of title

Title number ESX256866

Edition date 26.02.2016

- This official copy shows the entries on the register of title on 04 Mar 2016 at 11:35:11.
- 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 04 Mar 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry Coventry Office.

### A: Property Register

This register describes the land and estate comprised in the title.

BRIGHTON AND HOVE

- 1 (18.07.1966) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 258 Portland Road, Hove (BN3 5QU).

### 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 absolute

- 1 (18.07.2008) PROPRIETOR: THE HOVE BEDDING CENTRE LIMITED (Co. Regn. No. 02016429) of 266 Portland Road, Hove, E Sussex BN3 5QU.
- 2 (18.07.2008) The price stated to have been paid on 14 May 2008 was £180,000.
- 3 (18.07.2008) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (18.07.2008) 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 14 May 2008 in favour of Colin Wynn Morris and Margaret Morris referred to in the Charges Register.
- 5 (12.05.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 May 2014 in favour of Colin Wynn Morris, Margaret Morris, Stuart Lynden Morris and Philip Roy Drayton-Morris referred to in the Charges Register or their conveyancer.

Title number ESX256866

## C: Charges Register

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

- 1 A Conveyance dated 10 July 1880 made between (1) George Gallard Williams, Frank Williams, Joseph Harris Stretton and Evan Vaughan (2) Robert Thompson Stoneham and (3) Evan Vaughan contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 Two Conveyances together comprising the wholes of the land in this title with other land dated 21 July 1931 and 12 March 1932 respectively, both made between (1) Napthali Ernest Davis (Vendor) and (2) George Lowe Baker (Purchaser) contain identical covenants. Details of the covenants contained in the Conveyance dated 21 July 1931 are set out in the Schedule of restrictive covenants hereto.
- 3 (18.07.2008) REGISTERED CHARGE dated 14 May 2008.  
NOTE: See the entry below altering the priority of this charge.
- 4 (18.07.2008) Proprietor: COLIN WYNN MORRIS and MARGARET MORRIS of 90 Woodland Drive, Hove, E Sussex BN3 6DE.
- 5 (12.05.2014) REGISTERED CHARGE dated 8 May 2014.  
NOTE: See the entry below altering the priority of this charge.
- 6 (12.05.2014) Proprietor: COLIN AUBREY WYNN PATRICK MORRIS and MARGARET MORRIS of 90 Woodland Drive, Hove BN3 6DE and STUART LYNDEN MORRIS of 12a Little Western Street, Hove BN3 1AG and PHILIP ROY DRAYTON-MORRIS of 24 Whitelot Way, Southwick, Brighton BN42 4YF the trustees of The Brighton Bed Centre Ltd Executive Pension Scheme.
- 7 (12.05.2014) A Deed dated 8 May 2014 made between (1) Brighton Bed Centre Limited (2) The Hove Bedding Centre Limited (3) Colin Wynn Morris and Margaret Morris and (4) Rowanmoor Trustees Limited and others relates to priorities as between the Charges dated 8 May 2014 and 14 May 2008 referred to above as therein mentioned.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 21 July 1931 referred to in the Charges Register:-

"FOR the benefit of the owners and occupiers for the time being of the said Portland Park Estate or the part thereof remaining unsold and the owners and occupiers for the time being of any portion of the said Estate hereafter sold expressly with the benefit of this covenant and so as to bind so far as possible the property hereby conveyed into whosoever hands the same may come the Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the restrictions and stipulations set out in the First Schedule hereto Provided that the Purchaser and the persons deriving title under him shall not as regards any of the covenants restrictive of building upon or the user of the property be personally liable in damages for any breach thereof committed after he or they have parted with all interest in the part of the said property in regard to which the breach occurs.

PROVIDED ALWAYS that the Vendor and the persons deriving title under him owner or owners for the time being of the part of the said Estate remaining unsold and (after the sale of the part of the said Estate which is last sold) the Vendor or his personal representatives for the time being may at the request of the Purchaser or the persons deriving title under him release or vary any of the restrictions and stipulations set out in the First Schedule hereto and so that nothing herein contained shall operate to impose any restrictions on any part or parts of the said Estate sold at the same time as or remaining unsold at the date of this Conveyance or on the manner in which the Vendor or the persons deriving title under him may deal with the whole or any part of the said Estate for the time being remaining unsold or be otherwise deemed to create a building scheme for the said Estate or any part thereof.

Title number ESX256866

## Schedule of restrictive covenants continued

THE FIRST SCHEDULE above referred to

1. The Purchaser shall forthwith erect and thereafter maintain a close boarded fence five feet high along the southern and western boundaries of the land hereby agreed to be sold.

2. No building or erection shall at any time be erected or placed on the said land except not more than three private dwellinghouses or shops such buildings to be erected in accordance with plans elevations specifications and designs first approved of by the Vendor or his surveyor whose fee for such approval shall be paid by the Purchaser.

3. The elevation of the said dwellinghouses or shops shall not be altered and in the event of damage or destruction the Purchaser shall with all speed restore the same to their original form and appearance.

4. Nothing shall be done or suffered to be done upon the said land or upon any building erected thereon which shall be a nuisance annoyance detriment injury or damage to any of the adjoining or neighbouring land or buildings now or formerly belonging to the Vendor or the owners or occupiers thereof.

5. No noisy noisome dangerous or offensive trade or business shall be carried on or suffered to be carried on upon the said land or any buildings erected thereon nor shall any intoxicating liquor be sold thereon or upon any part thereof.

6. No excavation shall be made on the said land or any part thereof except such as may be necessary for the purpose of laying the foundation of any buildings to be erected thereon as aforesaid."

NOTE: No copy of the Conveyance plan was produced on first registration.

End of register