

Title Register and Title Plan Evaluation Report 123 Abacus Road Sample Town Cheshire CW32 9NL



Title Register and Title Plan Evaluation Report

Registration Information

Report Date:	06/11/2014
Pending Registrations: (Day List)	There are no pending registrations at the date of this report
Title Number:	CH999919191
Registered At:	Land Registry (Birkenhead) Rosebrae Court Woodside Ferry Approach Birkenhead Merseyside CH41 6DU
Tenure:	Freehold
Class of Title:	Title Absolute
Property Description:	The freehold land edged red on the Title Plan and known as 123 Abacus Road, Sample Town, Cheshire CW32 9NL

Ownership Information

Ownership:	John Doe and Jane Doe, both of 123 Abacus Road, Sample Town, Cheshire CW32 9NL, and of enquires@uklrs.co.uk.
Purchase Price:	£179,500
Date of First Registration:	1 January 1991
Date of Current Owner Registration:	20 June 2013
Dates for Prior Titles: (Dates for which History Searches (LR13 are available)	1993 - 19 June 2013
Mortgages and Financial Charges:	1 Legal Charge in favour of Ready Money Lending Limited of Building 7, Love Lane, Croxley Green Business Park, Watford WD18 6RF (company registration number 19191919). 2 There is a Chief Rent and 3 further yearly sums formerly charged to the property and payable, amounting to £13.34 in total. The said payments have now been released from this property and relate to other land that once comprised part of this title.
Sole Ownership, Joint Tenancy or Tenancy in Common:	Joint Tenancy
If the property is owned as a Tenancy in Common the following wording will appear in the B section of the Register: 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 Registrar or the court.	

Notices

Notices

A Notice is an entry in the Title Register to protect a burden affecting the property

Agreed Notices: There are no agreed notices referred to.
(Sets out details of interest protected)

Unilateral Notices: There are no unilateral notices referred to.
(May not set out details of interest protected)

Party Wall Notices: There are no party wall notices referred to.

Easements

Easements:

An easement is a right for the owner of the property to enter or pass over an adjoining owner's property.

Further details of Easements affecting the property can be obtained from the Old Deeds listed below - use our LR3 search to obtain them.

1 Easement of right of light or air save as might restrict or interfere with the free use of any adjoining or neighbouring property owned by the seller to the current owner

2 Rights granted by a Transfer dated 19 May 1978 (such rights do not appear in the Title Register but will appear in the Transfer, a copy of which is available for purchase).

Covenants

Restrictive Covenants:

These run with the land and bind the owner and all subject owners.

1 There are Restrictive Covenants referred to in a Deed of Grant dated 23 June 1976 a copy of which has been ordered and will follow.

2 The Conveyance dated 31 January 1925 referred to in paragraph 1 of the Charges Register contains Restrictive Covenants in respect of the part of the land tinted mauve on the Title Plan, relating to rights of way, light and water and other easements (a copy of this Deed is not available).

3 The land is subject to the rights granted by a Deed of Grant dated 23 January 1970, and to Restrictive Covenants (a copy of the Deed has been ordered).

4 The land is subject to the rights granted by a Transfer dated 20 February 2013, filed under CH939736951.

Positive Covenants:

These do not run with the land and effect the current owner only.

There are no positive covenants referred to.

Restrictions

Restrictions:

1 Restriction as to capital money contained in the Proprietorship Register, which denotes that the property is held as a Tenancy in Common.

Any other restrictions are referred to under the paragraph for Easements and/or in the Schedule of Restrictive Covenants

Deeds

Deeds:

All of these Deeds are available for the one price of £29 using our LR3 search

- 1 Deed of Grant dated 23 June 1976
- 2 Conveyance dated 31 January 1925
- 3 Deed of Grant dated 23 January 1970
- 4 Transfer dated 20 February 2013 (filed under CH939736951)

Schedules to the Register

A schedule is a tabulated list of entries that are deemed too numerous to include in the general body of the Register and have, for convenience and readability, been added as a separate annex to the Register at the end thereof, and identified by a suitably worded heading, e.g. Schedule of Leases.

Any schedules attached to the Title Register have been included in the appendix hereto.

Schedule of Leases:

Where a schedule of Leases appears it will be attached as an appendix to this report.

Please note that Reports for any of the Titles listed therein can be obtained using our LR1 search. It will be necessary to refer to the Title Number when making your order.

Leases and Other Interests

Where the property is subject to one or more Leases or other Interests such as Fishing Rights the same will be listed here.

Leases:

There are no leases on this Title.

Other Interests:

The Transfer dated 20 February 2013 contains provisions as to Boundary Structures.

Title Plan

Scale:

Urban Area - 1:1250

OS Map Reference:

SZ 03219

Coloured Edging, Tints and Hatchings:

The amount of information in Title Plans differs according to location, housing density and the rights and burdens affecting the property.

The Land Registry follow the following convention in using colours:

- o Red Edging - to determine the general position of the property boundaries.
- o Green Edging - to determine the general position of land that has been removed from the property Title, e.g. following a sale of that part of the land.
- o Coloured Tints and hatched lines are used to denote rights of way, rights of access, drainage rights, rights of pre-emption and restrictive covenants. The Title Register will state precisely what they denote.

Property Boundaries:

For more precise details of Boundary positions see our Boundary Search (LR7)

The general position of the property boundary is shown by red edging placed within the black outline of the property curtilage on the Ordnance Survey map. The Land Registry follow the General Boundary Rule (now section 60 of the Land Registration Act 2002) which provides that the exact line of the boundaries shall be left undetermined.

Glossary

Tenure

There are 2 legal estates that are capable of being registered, namely:

Fee Simple Absolute in Possession

Term of Years Absolute

In simple terms the fee simple is a freehold title (which is outright ownership) and a term of years is a leasehold title.

Where a property has both a freehold title and a leasehold title, people looking for certain information may be undecided as to whether to obtain a copy of the leasehold title or whether to obtain a copy of the freehold title.

This is of particular relevance where a person wishes to know who to contact for details of a ground or chief rent, or for details of a lease.

As will be seen from the above, freehold titles will include details of any registered leasehold titles in the C section of the register. The freehold title, of course, will show the name and address of the owner of the freehold title, and it will be that owner to whom payment of the ground rent should be paid.

The individual leasehold title registers will contain details of that title's lease only. This will appear in the A section and will contain the date of the lease, its length (term), the amount of ground rent payable, and the parties to the lease. If the landlord's title is also registered there will usually be a statement to this effect.

Underlease

An underlease is a lease that has been granted by the owner of a superior leasehold title for a term less than the superior leaseholder's term.

An example is where a leaseholder has a lease for 999 years. He then grants a lease to X of part of this land for a period of 125 years. X holds an underlease.

Class of Title

There are 4 classes of Title:

- o 1. Absolute freehold or absolute leasehold
- o 2. Good leasehold
- o 3. Possessory freehold or possessory leasehold
- o 4. Qualified freehold or qualified leasehold

Absolute is the best class of title available and is equivalent to outright ownership. Most classes of title will fall under this category. A property with an absolute title is one that can be described as safe to purchase for purchaser should obtain an unfettered title.

Good leasehold title is given where the title from which it derives (the freehold title or superior leasehold title) has not itself been examined by the Land Registry (as where the freehold title is itself unregistered); thus the Land Registry are unable to guarantee that the lease creating the good leasehold title was validly granted.

Possessory title is given where the owner of a property with unregistered title has lost the deeds, or where they have been destroyed, e.g. by fire. This class of title is also given following a successful claim for adverse possession, i.e. where someone has used the property as their own for a continuous period of at least 10 years and where their use thereof has not been interrupted.

Qualified title is the least desirable title to have and is given where the title to the property is defective, e.g. on first registration the purchaser may not have been able to show a good root of title.

Restrictions

Restrictions on an owner's power to sell will appear in the B section of the register. An example of such a restriction would be where there are joint owners who hold the property as tenants in common. A restriction would be recorded to show that a disposition of the property cannot be registered without the consent of each owner, unless authorised by the court. The wording would appear as follows:

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 Registrar or the court.

Agreed and Unilateral Notices

Registration of a Notice is made to protect an Interest in land. Some entries have to be by way of an Agreed Notice, such as a Home Rights Notice. An agreed notice differs from a Unilateral Notice in so far as it cannot be automatically cancelled by failure to respond to it, this being the main difference between the two. An Agreed Notice does not necessarily have to be agreed by both parties, but just has to be non-cancellable.

Restrictive Covenants

Restrictive Covenants run with the land, i.e. they bind current owners and all subsequent owners who purchase from them. A Restrictive Covenant is a promise made by the owner not to do something or not to use the property for a particular purpose, or the like.

Positive Covenants

Positive Covenants do not run with the land but affect only the current owner. they are covenants to do something such as to erect a stock proof fence around the borders of the property. They are listed in the B section of the Register which deals with ownership.

Easements

Easements are private rights, such as a right of way, that permit you to use another person's property without owning it. There are four main categories of easements (or rights), over an adjoining parcel of land. These are rights of way, rights of light and air, rights of support and rights relating to artificial waterways.

All easements have similar properties in that:

- o There must be two adjoining properties; one of which has the benefit of the right, known as the dominant tenement (this is a positive easement), and one which has the burden of the right, known as the servient tenement (this is a negative

easement).

- o The owners of the two properties must be different from each other.
- o The right must be recorded by deed and in the case of registered land, should be recorded in the Title Register for each property affected.

General Boundary Rule

In the past, because of differences in the legal and physical property boundaries it became difficult to identify boundaries with precision and this led to difficulties in completing registration of title, often causing disputes where disputes did not before exist, as registration required serving notices on all adjoining land owners and carrying out detailed surveys.

In 1925 the Land Registration Rules (Rule 278) introduced the General Boundary Rule, which is now adopted into the law by s60 Land Registration Act 2002, and is followed whenever a property is registered. This rule provides that the Title Plan shall be deemed to indicate the general boundaries only, and that the exact line of the boundaries shall be left undetermined.

Curtilage

The land occupied by a dwelling and its yard, outbuildings, etc., actually enclosed or considered as enclosed. The curtilage of a property will normally be that shown within the red edging on the Title Plan.

Frontager

An owner of property that fronts onto a street or waterway.

Mortgages and Charges

A mortgage is a conveyance of land, subject to a right of redemption (to repay it), whereas a charge only gives a right to payment out of land without transferring the land. A mortgage can be enforced against a bona fide purchaser for value with or without notice, unlike a charge.

Schedule

The property, proprietorship and charges sections of the Register may contain one or more schedules before the commencement of the next section, e.g. the proprietorship register may contain a schedule of personal covenants. It is often more convenient to list matters such as these in a schedule at the end of the section. The charges register may contain a schedule of restrictive covenants, a schedule of leases and/or a schedule of exceptions and reservations.

Tenancy in Common and Joint Tenancies

A Joint Tenancy, properly known as a Beneficial Joint Tenancy, is one of the two main ways that a property can be owned by two or more people.

When a property is owned in this way each joint owner holds 100% of the property, i.e. there are no divided shares as each person owns the whole. This means that if one or more of the joint tenants die the survivor already owns the property, without the need for it to be transferred or conveyed to him. Thus there is no disposition and therefore no taxable transaction.

The terms "Joint Tenancy" and "Tenancy in Common" do not refer to a lease or tenancy of a property, but are merely the legal definition of how a property is owned by two or more people. Joint Tenancies and Tenancies in Common apply whether the property is leasehold or freehold.

In most instances two or more owners of property hold it as joint tenants. However, a huge disadvantage of owning it in this way is that the respective owners cannot leave their share of the property in a Will, as they do not own a share. Upon the death of a joint owner their ownership of the property automatically devolves on the surviving owners (right of survivorship) and any provision in the deceased's Will is of no effect.

Right of Survivorship is a powerful legal right in so far as it takes priority over all other claims when distributing the deceased's estate (assets). There will be no need to obtain Probate and the deceased's unsecured creditors, beneficiaries and family will have no prior claim on it. Husbands and wives often own the property as Joint Tenants so that inheritance tax will not fall due upon the death of the first one of them, the effect of which might otherwise necessitate the sale of the property to pay the tax and thereby dispossess the survivor.

Production of an official copy of the Title Register showing the owners as joint tenants will dispel any attempt in court to defeat the right of survivorship.

A Tenancy in Common is the other way that two or more people can own property. Each owner has a specified share in the property, or if no share is specified, they each have an equal share. This type of ownership is more prevalent in Ireland than in England and Wales but as marriages become less common and civil partnerships more common, more and more joint owners are evolving to ownership as a Tenancy in Common.

The owners of the property decide what share of the property they own, whether it is 50% each for two owners, 40% and 60% and so on. Often it depends on the size of the respective contributions towards the purchase price.

Unlike Joint Tenants, Tenants in Common can leave their share in a Will, although this may give rise to inheritance tax. Following the death of one of the Tenants in Common his share will devolve according to the terms of his Will, or if there is no Will, then the rules of intestacy.

The Title Register does not state whether the property is owned as a joint tenancy or a tenancy in common. However, a tenancy in common is usually recorded on the register as a Restriction using the following wording:

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 Registrar or the court.

A joint tenancy can be converted to a tenancy in common by service of a notice of severance and the registration of the above Restriction at the Land Registry. More information can be obtained about Joint Tenancies and Tenancies in Common by downloading our Joint Tenancy/Tenancy in Common Guide Book (see chapter 6).

A copy of the Title Register and Title Plan have been obtained to accompany this report. We advise you to read the contents thereof, which have been prepared by HM Land Registry and which override any technical or grammatical errors that may appear in this report. We cannot accept liability for any errors created by HM Land Registry or any other third parties.

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