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8th May 2018



Dear Susan

Friends of Copythorne Parish Council

Thank you very much for your email of the 1st May and for the attached Deed of Assignment, Minutes and Notes.

I had received a copy of the proposed Lease, Licence to Carry Out Works and Licence to Assign from Simon Lucas previously and on reading through the documents that have been provided, I can confirm that the Deed of Assignment does not appear to contain any terms that are of a concern to me and it all seems pretty straight forward. I understand that Clarke Willmott will be dealing with the registration of the Lease in due course and that any relevant title number will be issued at that time.

The premium is said to be a peppercorn, so effectively no money will change hands in relation to the Deed of Assignment and you will need to observe the covenants contained in the Lease which you have already seen a copy of. I further understand that the rent paid is a peppercorn a year as well. The property is being assigned with full title guarantee and you will, therefore, take the property with all the benefits that this entails.

Full title guarantee basically means that the buyer/assignee will take the benefit of a full range of covenants or promises implied by the Law of Property (Miscellaneous Provisions) Act 1994.

- Full title guarantee implies that the assignor has the right to dispose of the property.
- The assigning party will do all it reasonably can to give the title it purports to give at its own cost and expense.

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- If the property being disposed of is registered, then there is a presumption that the whole of the property in the title will be disposed of.
- If the property is being disposed of and is not registered, as is the case here, there is a presumption that the interest being disposed of is the freehold. If it is clear that the interest is leasehold, then it is presumed that the interest is the unexpired residue of the term of any lease.
- The disposal is free from all charges, incumbrances and adverse rights except any charges, incumbrances or adverse rights which the assignor does not know about or could not reasonably know about.
- Where the full title guarantee covenant is used in respect of a sale of a leasehold property, additional covenants are implied in that the Lease is subsisting and the seller has complied with all its terms.

Obviously in relation to the leasehold element of full title guarantee, it is not relevant here as you are taking the assignment of freehold land.

In the circumstances, I do not have any concerns in relation to your interests being suitably represented.

As I indicated to Simon and in my now defunct client care letter, my fees for the advice will be £200 plus VAT.

I trust the information contained in this letter satisfies your requirements and wish you all the best in relation to the build at the playground.

Kind regards

Yours sincerely

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for Kirklands
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