

Title register for:

May House, Bisham Road, Bisham, Marlow, SL7 1RL (Freehold)

Title number: BK47130

Accessed on 05 January 2026 at 17:33:09

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Register summary

Title number BK47130

Registered owners DEREK GOODY

May House, Bisham Road, Bisham, Marlow, Berks SL7 1RL

VERA GOODY

May House, Bisham Road, Bisham, Marlow, Berks SL7 1RL

Last sold for No price recorded

A: Property Register

This register describes the land and estates comprised in this title.

Entry number **Entry date**

1

WINDSOR AND MAIDENHEAD

The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being May House, Bisham Road, Bisham, (SL7 1RL).

2

The Transfer dated 21 August 1964 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that nothing herein contained or implied shall confer on the Transferee or its successors in title any right to light or air or other easement which would in any way prevent or impede the user of the Transferor's adjoining or adjacent property for building or any other purpose and that any access of light or air for the time being enjoyed by the Transferee or its successors in title shall be deemed to be enjoyed by the permission of the Transferor and not as of right."

3

A Deed dated 20 May 1965 made between (1) Alfred John Alban and (2) Derley Developments Limited is expressed to grant rights relating to the passage of gas, electricity and water and ancillary rights.

NOTE: Copy filed under BK1571.

4

The land has the benefit of the right of way granted by but subject to the agreement and declaration relating to rights of entry contained in the Transfer dated 1 June 1965 referred to the Charges Register.

5

The Transfer dated 1 June 1965 referred to above contains a provision as to light or air.

6

1967-06-09

The land edged and lettered A, B and C in red on the filed plan added to the title.

B: Proprietorship Register

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

Class of Title: Title absolute

Entry number	Entry date	
1	1980-10-06	PROPRIETOR: DEREK GOODY and VERA GOODY of May House, Bisham Road, Bisham, Marlow, Berks SL7 1RL.
2		The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Transfer dated 4 March 1961, 21 August 1964 and 1 June 1965 referred to in the Charges and of indemnity in respect thereof.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1		A Transfer of the land in this title and other land dated 4 March 1961 made between (1) Sir Henry James Vansittart Neale K.C.E. and (2) Walter Ernest Yates contains covenants. By a Deed dated 4 March 1910 made between (1) Andrew Lancelot Pope, Sir Walter Leslie Farrer, John Anthony Swire and Margaret Evelyn Dickinson (Trustees) and (2) Alfred John Alban (Grantee) the said covenants were expressed to be released. Details of the covenants and of the release are set out in the schedule of restrictive covenants hereto.

2 A Transfer of the land in this title and other land dated 21 August 1964 made between (1) Alfred John Alban (Transferor) and (2) Derley Developments Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 A Transfer of the land in this title dated 1 June 1965 made between (1) Derley Developments Limited and (2) Violet Mary Charlesworth contains restrictive covenants.

NOTE: Original filed.

4 By a Deed dated 31 October 1963 made between (1) Alfred John Alban and (2) The County Council of the Administrative County of Berks., the land edged and lettered A in red on the filed plan was dedicated to the use of the public for the purposes of widening the highway.

NOTE: Copy filed under BK1571.

5 The land edged and lettered C in red on the filed plan is subject to rights of way.

6 The land edged and lettered C in red on the filed plan is subject to rights to lay install maintain and use therein gas electricity drainage and water pipes wires cables and other apparatus.

7 The land edged and lettered A, B and C on the filed plan was included in the Transfer dated 4 March 1910 referred to above.

8 The land edged and lettered A, B and C in red on the filed plan is with other land subject to rights relating to the passage of gas electricity and water from and to adjoining property to the north-west

and ancillary rights granted by a Deed dated 20 May 1965 made between (1) Alfred John Alban and (2) Derley Developments Limited.

NOTE: Copy filed under BK1571.

9

The land edged and lettered A, B and C in red on the filed plan is subject to the following rights reserved by a Transfer thereof dated 31 May 1967 made between (1) Peter Anthony Land (Transferor) and (2) Violet Mary Charlesworth (Transferee):-

"EXCEPT AND RESERVING to the Transferor (in common with all others now or hereafter entitled to the like or any similar right) full and free right (a) to pass and repass with or without vehicles at all times and for all purposes connected with the use and enjoyment of the adjoining property of the Transferor known as south Riding Bisham Road aforesaid being comprised in the Title Number BK23099 over and along the property hereby transferred from and to the public highway SUBJECT to the Transferor bearing a due and proper proportion of the maintenance and upkeep of the land forming the right of way and (b) to lay install maintain and use in the land hereby transferred gas electricity drainage and water pipes wires cables and other apparatus for the accommodation of the said adjoining property of the Transferor the Transferor and his successors in title making good all damage thereby caused."

10

2002-02-12

REGISTERED CHARGE dated 28 January 2002 to secure the moneys including the further advances therein mentioned.

11

2007-10-17

Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS11NS.

12

The following are details of the covenants contained in the Transfer dated 4 March 1910 referred to in the Charges Register:-

1. That the said Walter Ernest Yates will not without the written consent of the said Sir Henry James Vansittart Neale erect or suffer to be erected on the said piece of land more than one private dwellinghouse with the usual offices thereto in addition to the Messuage or dwellinghouse now erected thereon.
2. That no such house shall be built of a less value than £450 and the value thereof shall be taken to be its net first cost in materials and labour of construction only calculated at the lowest current prices and exclusive of the cost of fences or enclosures of the site and also exclusive of the cost of any stable coachhouse motor car house or detached outbuildings."

13

The following are details of the terms of the release contained in the Deed dated 4 December 1963 referred to in the Charges Register:-

"The Trustees as Trustees of the Testator hereby release the Grantee and his successors in title to the said land from the obligations of the said restrictions to the extent necessary to permit or enable to be erected on the said land not more than three dwellinghouses with or without appropriate garages and outbuildings and free from any restrictions as to value as contained in Clause 2 of the said restrictions.

NOTE: The land in this title forms part of the said land referred to above.

14

The following are details of the covenants contained in the Transfer dated 21 August 1964

referred to in the Charges Register:-

"The Transferee so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title Number BK1571 and BK32670 and the adjoining property of the Transferor known as "The Gables" Bisham Road Marlow hereby covenants with the Transferor as follows:-

That the Transferee and its successors in title will at all times hereafter observe and perform in relation to the property hereby transferred the restrictions and stipulations set out in the First Schedule hereto.

THE FIRST SCHEDULE before referred to

1. Not to erect or permit or suffer to be erected on the land hereby transferred any building or other erection other than two dwellinghouses (being one dwellinghouse on each plot) with or without garages and other usual outbuildings in all respects in accordance with plans elevations and (if required) specifications showing the proposed siting thereof and the type of materials to be used externally which shall be submitted to and approved in writing by the Transferor or his surveyor prior to the commencement of the works the fees for such surveyor not exceeding Three Guineas for each such approval to be paid by the Transferee on submission of such plans and not to carry out any addition or alteration to any such building or erection when erected which would affect the external appearance thereof without first obtaining the like approval in writing and paying the like fees.

2. Not carry on or permit or suffer anything thereon which may be or grow to be a nuisance or annoyance or cause damage to the Transferor or the owners or occupiers of any adjoining adjacent

or neighbouring property.

3. Not to use either of the said dwellinghouses when erected nor permit or suffer the same to be used for any purpose other than for the use and occupation of one family only and not to divide the same into flats or maisonettes Provided that for the purpose of this clause the expression "family" shall be deemed to include a family friend or friends.
4. Not to keep or permit or suffer to be kept any pigs or poultry on the said land.
5. No gravel sand clay or soil shall be removed from the said land except for the purpose of building thereon or during the course of garden construction and no bricks or tiles shall be made nor clay or lime burnt on the said land.
6. To pay and contribute one half of the cost of the maintenance and repair of the said approach drive coloured yellow on the plan hereto annexed to the intent that the owners of Plot Numbered 1 and the land at the rear of the property hereby transferred should be jointly and severally liable to pay and contribute the other one half of the said cost.
7. Within three months from the date of the Transfer to the Transferee to erect and forever thereafter maintain the Northern and Western boundaries of each of the plots hereby transferred suitable fences of a type and height to be first approved in writing by the Transferor."

NOTE: The drive coloured yellow referred to in Clause 6 above is similarly coloured on the plan to the Transfer dated 1 June 1965 referred to in the Charges Register.