

Examined and approved

LP

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION (GROUP A)

MR JUSTICE FOSTER

31st JULY 1974

Re WEYMEDE ESTATE GREEN
LANE BYFLEET SURREY

Re LEASEHOLD REFORM ACT
1967

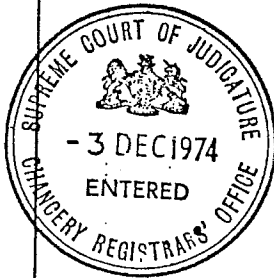
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31 DEC 74



MR EDWARDS
REGISTRAR
OS. 250



IN THE HIGH COURT OF JUSTICE 1970 W 4385
CHANCERY DIVISION (GROUP A)

MR JUSTICE FOSTER at Chambers

WEDNESDAY the 31st day of JULY 1974

IN THE MATTER of WEYMEDE ESTATE GREEN LANE BYFLEET
SURREY

and

IN THE MATTER of the LEASEHOLD REFORM ACT 1967

UPON THE APPLICATION of S R L Investments
Limited and Weymede Residents Society Limited by
Originating Summons dated 8th October 1970

AND UPON HEARING Counsel for the Applicants

AND UPON READING an Affidavit of Jennifer Susan
Lincoln an Affidavit of Diana Suzanne Brown and an
Affidavit of Geoffrey Poulson Townsend all filed
this day and the exhibits therein respectively
referred to exhibit GPT3 to the third mentioned
Affidavit containing inter alia a copy of a
Certificate dated 16th October 1969 of the Minister
of Housing and Local Government given pursuant
to Section 19 (1) of the Leasehold Reform Act 1967

AND the Applicant by their Counsel consenting
to the Scheme annexed hereto

THE JUDGE being of opinion that the said
Scheme is fair and practicable and does not give
the Landlords a degree of control out of
proportion to that previously exercised by them
or to that required for the purposes of the said
Scheme DOETH in pursuance of the provisions of
Section 19 of the Leasehold Reform Act HEREBY

3323

APPROVE the said Scheme

AND THE COURT DO TH ORDER that the Applicants
do register the said Scheme as a Land Charge under
the Land Charges Act 1972

M.S.E

SCHEME

made pursuant to Section 19 of the
Leasehold Reform Act 1967 for the
management of the Weymede Estate,
Parvis Road, Byfleet, Surrey.

1. THE expression "this Scheme" includes the Schedule to this Scheme
2. IN this Scheme:
 - (a) "the plan" means the plan annexed to this Scheme
 - (b) "the estate" means the land situate at Weymede Estate, Parvis Road, Byfleet, Surrey, as shown edged red on the plan and includes buildings and all other things at any material time annexed to the land or forming part of it
 - (c) "the grounds" means all parts of the estate not forming part of any house garage or curtilage of a house and the land shown coloured brown on the plan
 - (d) "the landlord for the time being" means SRL Investments Limited whose registered office is at 17/18 Dryden Court Parkley, Ham Common Richmond Surrey and (where the context admits) includes the agents of the landlord for the time being
 - (e) "enfranchised property" means any property comprised in the estate of which the freehold interest shall have been acquired from the landlord for the time being or the successors in title of the landlord for the time being to that freehold interest (whether or not acquired pursuant to the Leasehold Reform Act 1967 and whether or not the persons so acquiring the freehold interest shall have been entitled to a leasehold interest in such property) other than the parts of the estate used in common by the occupiers thereof and "enfranchised properties" shall have a corresponding meaning
 - (f) "the Owner" means the person or persons from time to time entitled to the freehold interest in an enfranchised property including (where the context so admits) any person interested in such enfranchised property through or under him or occupying the same or any part thereof
 - (g) "the house" means any house situated on enfranchised property "the garage" means any garage situated on enfranchised property (including the land on which the garage is erected) and "the premises" means the house and the plot of land on part of which the house is erected
 - (h) "the Society" means Weymede Residents' Society Limited a Society registered under the Industrial and Provident Societies Act 1893 whose registered office is situate at 78 High Road, Byfleet, Surrey.
 - (i) "the operative date" means the date of the registration of this Scheme as a local land charge
 - (j) Any reference to a provision clause or schedule without reference to the document of which it forms part is a reference to the provision clause or schedule contained in this Scheme entry of
3. WITHIN seven days of the date of/an Order of the High Court of Justice approving this Scheme the landlord for the time being

shall:

(1) register this Scheme as a local land charge and

(2) immediately after such a registration execute a deed in the form of exhibit "JSD" to the affidavit sworn herein by Jennifer Susan Lincoln on the Fifteenth day of November One thousand nine hundred and seventy-three to which this Scheme is exhibit "JSD" transferring all of the powers and rights conferred by this Scheme on the landlord for the time being to the Society

4. AS from the operative date:

(1) the Owner of enfranchised property shall be bound by the obligations imposed on him by this Scheme in the manner indicated by paragraph (a) of sub-section (10) of Section 19 of the Leasehold Reform Act 1967

(2) the said obligations shall be enforceable by the landlord for the time being in the manner indicated in the said paragraph (a) and the landlord for the time being shall have the charge and the powers and remedies for enforcement thereof conferred by sub-section (8) of the said Section 19 and by this Scheme

(3) on execution of the deed referred to in Clause 3 (2) above the expression "the landlord for the time being" in sub-section (10) of the said section and in paragraph (2) of this Clause 4 shall (pursuant to sub-section (7) of the said Section 19) have effect as a reference to the Society and all the powers and rights conferred by this Scheme on the landlord for the time being shall accordingly be transferred to and become exercisable by the Society

5. THE provisions of this Scheme shall extend and apply to all enfranchised properties

6. This Scheme may at any time be terminated and may from time to time be varied in whole ^(a) or in part by the High Court upon an application made by the Society or ^(b) by or on behalf of not less than twenty per cent of the owners of enfranchised property or four such owners whichever is the greater

*from future instalments due under clause 9

THE SCHEDULE

Part 1

Owner's obligations as to
the house and premises

1. The Owner shall:

(1) Pay all rates (including water rates) taxes charges and other outgoings whatever at any time payable in respect of the premises

(2) Keep the premises in good tenantable repair and in particular forthwith replace any broken or displaced window glass with glass of the same type as that originally fixed or of a type approved by the Society and maintain the walls and fences shown on the plan by a "T" mark on the inside of the premises

(3) Within six months after any failure by the Society in the observance of the provisions of sub-clause (2) of Clause 3 of this Schedule perform in place of the Society any of the obligations set out in that sub-clause remaining unperformed

UNLESS the failure has been remedied by the Society and the cost of performing any such obligations may be deducted *

(4) Make good within three months or sooner if necessary any default or defect in repair or decoration for which the Owner is responsible and of which the Society has given notice in writing

(5) Keep the Society and the Owner fully insured in respect of the premises with a company ~~and through an agency nominated~~ approved by the Society against loss or damage by fire and all other risks normally coverable under a property owner's comprehensive insurance policy

AND forthwith make good any such loss or damage

(6) Indemnify the Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible

(7) (a) Not transfer or assure any interest in the premises (i) other than the whole of the fee simple in the whole of the premises (ii) otherwise than to a person who at the same time acquires the Owner's share in the Society (iii) without at the same time assigning to that person the benefit of the covenants set out in Part 3 of this Schedule

(b) Not create any tenancy or other occupancy of the house or any part of the house

PROVIDED THAT the whole of the house may be let on a furnished tenancy for a period not exceeding three years in any period of four years or such further period as may be approved by the Society

AND PROVIDED ALSO THAT the Owner may create a demise by way of mortgage or charge

(c) Within two months of any transfer ~~mortgage charge~~