



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.uk
www.gov.uk/DIO

27 July 2017

Ref. FOI2017/06330

Dear Sirs,

Thank you for your letter of 29 June 2017 requesting the following information:

"We write further to our FOI request dated 7 March 2017 and your letter dated 31 March 2017. The Conveyances our request related to, whereby the MOD sold the relevant land, include:

- 1. Conveyance dated 27th September 1980 made between the MOD and [REDACTED] in respect of two derelict cottages to the south of Ypres Road.*
- 2. Conveyance dated 29 September 1980 and made between the MOD and AF Butcher Limited.*
- 3. Conveyance dated 23 April 1981 and made between the MOD and the Whatley family.*
- 4. Conveyance dated 1 September 1981 made between the MOD and Cowley Bros.*

Our Request:

In order to assist in the resolution of a neighbour dispute we would be grateful if you would please send us copies of the following:

- Copies of any and all information, documentation, deeds, plans and maps you have in your possession regarding the sale of land and properties (as above) at Chiseldon Army Camp, Swindon including but not limited to the above relevant Conveyances.*
- Including but not limited to copies of any correspondence with the purchasers: and*
- Copies of sales particulars in relation to the auction of the properties sold by the relevant conveyances at the time of the sale".*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA). A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that some information in scope of your request is held. The information you have requested regarding the four conveyances can be found in the enclosed Annexes. The correspondence with the purchasers and copies of the sales particulars information is not held.

If you are not satisfied with this response or you wish to complain about any aspect of the handling of your request, then you should contact me in the first instance. If informal resolution is not possible and you are still dissatisfied then you may apply for an independent internal review by

contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review must be made within 40 working days of the date on which the attempt to reach informal resolution has come to an end.

If you remain dissatisfied following an internal review, you may take your complaint to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not investigate your case until the MOD internal review process has been completed. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website, <http://www.ico.org.uk>.

Yours sincerely,

DIO Secretariat

DRIVERS
(LONDON) LTD.
FLEET

This Conveyance

INLAND REVENUE
- 6 JAN. 1981
FINANCE ACT 1931
H

WILTSHIRE

1752

is made the *Twenty seventh* day of *September* One thousand Nine hundred and Eighty BETWEEN THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Vendor) for and on behalf of Her Majesty of the one part and [redacted] and [redacted] of Ypres Road Chiseldon in the County of Wilts (hereinafter called "the Purchasers") of the other part

WHEREAS the Vendor is the estate owner on behalf of Her Majesty in respect of the fee simple absolute in possession of the property hereby conveyed subject as hereinafter mentioned but otherwise free from incumbrances and has in exercise of statutory and other powers agreed with the Purchasers for the sale to them of the said property (except and subject as hereinafter mentioned) for the sum of Four thousand Two hundred and Fifty pounds (£4,250.00)

NOW in pursuance of the said agreement and in consideration of the sum of Four thousand Two hundred and Fifty pounds (£4,250.00) paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges)

THIS CONVEYANCE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. THE Vendor as Trustee in exercise of all powers him hereunto enabling hereby conveys unto the Purchasers ALL THAT piece of land being part of South Farm situated at Chiseldon in the County of Wilts comprising 0.332 of an acre or thereabouts as the same is edged red on the plan annexed hereto Together with the two derelict cottages Numbers 1 and 2 Ypres Road situated thereon

TOGETHER WITH

- (i) a right of way for all purposes and at all times with or without vehicles over Ypres Road and Quebec Road to and from the main A 345 road and in a westerly direction over the unadopted Sections of Quebec and Ladysmith roads subject nevertheless to an obligation to contribute to the cost of maintaining the same according to user
- (ii) the right to the supply of water from the pipes in Ypres road as indicated on the plan annexed hereto and to use the said pipes and meter serving the same and to enter the adjoining land forming South Farm Chiseldon for the purposes of repairing the same Subject nevertheless to the payment of all charges for water supplied
- (iii) the right to the free passage of electricity through the underground and overhead cables running over and in South Farm and the neighbouring land retained by the Vendor to the premises hereby conveyed and to connect to the same as indicated on

A6
25

1980

div 3

THE SECRETARY OF STATE FOR DEFENCE.

- to -

DUPLICATE

WILTSHIRE

1752

Conveyance

of Freehold Land and Numbers 1 and 2
Ypres Road, Chiseldon in the County
of Wilts.

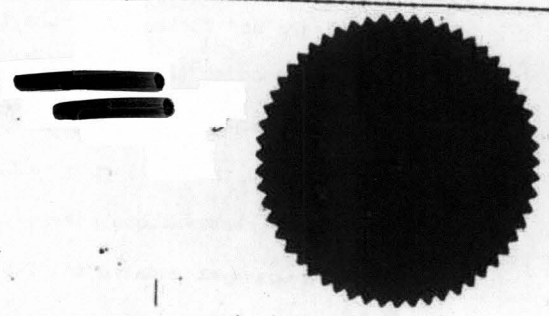


C.D. 80/3297/MR

DLA REF: DUR 69/22

5. THE Vendor hereby acknowledges the right of the Purchasers to the production of the 1915 Conveyance and the Deed of Grant and Conveyance of 1980 (possession of which is retained by the Vendor) and to delivery of copies thereof
IN WITNESS whereof the Corporate Seal of the Vendor has been hereunto affixed and the Purchasers have hereunto set their hands and seals the day and year first before written

THE CORPORATE SEAL of the SECRETARY
OF STATE for DEFENCE hereunto
affixed is authenticated by:-



Authorized by the Secretary of State

And below

SIGNED SEALED AND DELIVERED by the said)
the presence of:-)



SIGNED SEALED AND DELIVERED by the said)
in the presence of:-)



IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twenty Thousand pounds

the said plan together with all appropriate easements rights and privileges to enter the land forming South Farm for repairing maintaining and renewing the same

(iv) The right to install a septic tank and soakaway on the adjoining land forming South Farm within one hundred yards of the said buildings Numbers 1 and 2 Ypres Road for the purpose of providing drains for the same and at all times to have access thereto for the purposes of cleaning and repairing and maintaining the same the Purchasers and their successors in title nevertheless being responsible for all damage caused to the land in connection therewith TO HOLD the same unto the Purchasers in fee simple SUBJECT to the existing agreements for tenancy affecting the same and the Landlord's obligations in respect thereof AND ALSO SUBJECT to the exceptions reservations adverse easements covenants and provisions contained or referred to in a Conveyance dated the Twenty-seventh day of May One thousand Nine hundred and Fifteen made between Thomas Stanley Chappell and Sir Harry James Johnson of the first part Thomas Charles Pleydell Calley of the second part Caroline Agnes Barclay of the third part Amelia Calley and Edith Mary Waugh of the fourth part and His Majesty's Principal Secretary of State for the War Department of the fifth part (hereinafter referred to as ("the 1915 Conveyance") and in a Deed of Grant and Conveyance dated the Twentieth day of June One thousand Nine hundred and Eighty and made between the Vendor of the one part and the Thames Water Authority of the other part (hereinafter referred to as ("the Deed of Grant and Conveyance of 1980") so far as the same are still subsisting and capable of taking effect and affect the property hereby conveyed

2. THIS Conveyance shall not include or confer in favour of the Purchasers any easement liberty or privilege over or in respect of the neighbouring land retained by the Vendor (except such easements as are hereby expressly granted).

3. THE Purchasers hereby covenant with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the neighbouring land retained by the Vendor at Chiseldon Camp and every part thereof that neither the property conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Vendor or other the owner or occupiers for the time being of the retained land or any part thereof

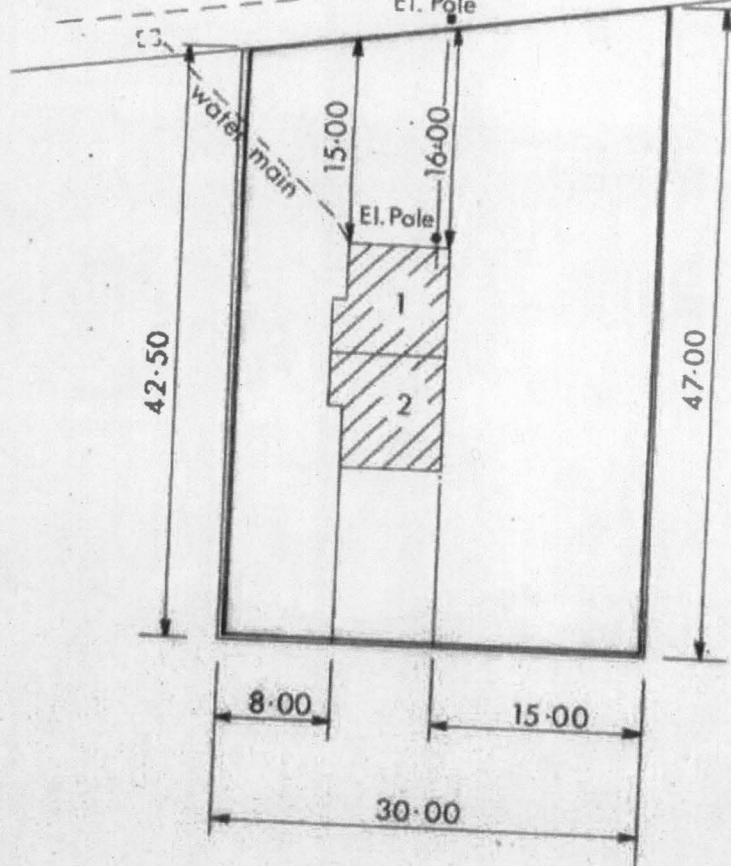
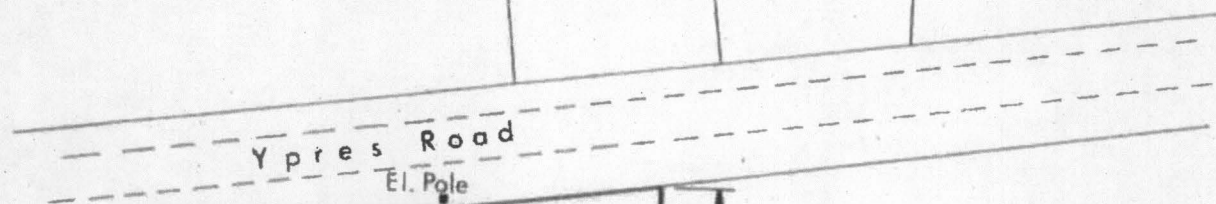
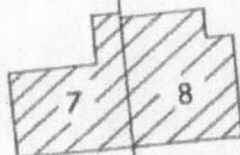
4. THE Purchasers hereby further covenant with the Vendor with the object and intent of affording to the Vendor and his successors in office a full and sufficient indemnity but not further or otherwise that they the Purchasers will at all times hereafter duly observe and perform the restrictive and other covenants and provisions and the Landlord's obligations subject to which the property hereby conveyed is expressed to be so conveyed in so far as the same relate to the property hereby conveyed and are now subsisting and capable of being enforced and will at all times keep the Vendor and his successors in office effectually indemnified from and against all actions proceedings costs claims and demands whatsoever in respect thereof

SOUTH

dimensions
ed on 0.9

SITE PLAN OF No.s 1 & 2 YPRES ROAD
Scale 1:500

SOUTH FARM



WILTSHIRE
1752

I certify this to be a true copy of the plan
illustrating the site plan of 27 September 1980
Signed _____

All dimensions in metres
Based on O.S. County Series Sheet XXXIII 5 Edition 1923

DESS 4 R/DO

PLAN No. 65 / MAR. / 1991

Drawn _____
Checked _____
Date 25/3/91

Deed plan 3 + Deed 3.

C 10/80/3297/MRR

Lot 3

WILTSHIRE

1752

Sale by a Government Department.

DATED 29th September 1980.

THE SECRETARY OF STATE FOR DEFENCE

- to -

A. F. BUTCHER LIMITED

DUPLICATE

Conveyance

of Freehold Land in the Parish of
Chiseldon in the County of Wilts.

DLA REF: DWR 69/22

cmh

LIVERS
DOWN LTD.
LEET

WILTSHIRE
1752

INLAND REVENUE
PRODUCED
23 NOV 1980
FINANCE ACT 1931
H

His Conveyance

DUPLICATE OR QUINERPART
ORIGINAL FULLY AND PROPERLY STAMPED
6 11 80

50P
6 11 80

Handwritten initials and date: *W. 2/11/80*

is made the Twenty-ninth day of September One thousand Nine hundred and Eighty B E T W E E N the SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Vendor") (for and on behalf of Her Majesty) of the one part and A. F. BUTCHER LIMITED of Draycott Farm Draycott Chiseldon in the County of Wilts (hereinafter called "the Purchaser") of the other part

W H E R E A S the Vendor is the estate owner on behalf of Her Majesty in respect of the fee simple absolute in possession of the property hereby conveyed subject as hereinafter mentioned but otherwise free from incumbrances and has in exercise of his statutory and other powers agreed with the Purchaser for the sale to it of the said property (except and subject as hereinafter mentioned) for the sum of Seventy-three Thousand Seven hundred and Fifty pounds (£73,750.00)

N O W in pursuance of the said agreement and in consideration of the sum of Seventy-three thousand Seven hundred and Fifty pounds (£73,750.00) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges)

T H I S C O N V E Y A N C E W I T N E S S E T H and IT IS HEREBY AGREED AND DECLARED as follows:-

1. T H E Vendor as Trustee in exercise of all powers him hereunto enabling thereby conveys unto the Purchaser A L L T H O S E pieces of land situate at Chiseldon in the County of Wilts containing in all 103.560 acres or thereabouts as more particularly described in the Schedule hereto Together with the two cottages known as 7 and 8 Ypres Road and the Farm and outbuildings erected thereon or some part thereof known as South Farm which said pieces of land are delineated on the plan annexed hereto and thereon coloured pink (but excluding the area coloured pink and edged blue) T O G E T H E R W I T H a right of way for all purposes and at all times with or without vehicles over the roadway coloured brown on the plan from the Main A 345 road and also Together with a right of way at all times and for all purposes with or without vehicles over the unadopted sections of Quebec and Ladysmith Roads, ^{Together with} the water main shown by a blue line on the plan and the free passage of water through the same and the right to draw water for it from a tapping point at the southern end of Talavera Road and for that purpose to enter at all reasonable times the adjacent property retained by the Vendor edged green on the plan and situated within a lateral distance of six feet from the main for the purpose of maintaining repairing and renewing the water main and all meters and installations making good all damage thereby occasioned to the satisfaction of the Vendor A N D T O G E T H E R A L S O with the electricity cable shown by

X

Handwritten initials and checkmark: *W.F.B. ✓*

A 28

a red line on the plan annexed and the right to the free passage of electricity through the same to and from the land hereby conveyed and all appropriate rights for maintaining the same AND RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor as is shown coloured green on the said plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the following things and rights that is to say:-

- (a) the cables wires pipes drains and channels (if any in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same
- (b) the right in fee simple within twenty-one years from the date hereof for Major Stibbard of The Park Ogbourne St. George to enter such part of the property hereby conveyed lying immediately to the south of Ypres Road Chiseldon as is necessary and to instal a water supply pipe in the approximate position shown by a broken black line on the said plan or in such other position as may be agreed (without payment of any consideration) and to connect the same to the public water main in Talavera Road Chiseldon together with all appropriate easements rights and privileges for using repairing maintaining and renewing and removing the same

TO HOLD the same unto the Purchaser in fee simple SUBJECT to the existing agreements for tenancy affecting the same and the Landlords obligations in respect thereof AND ALSO SUBJECT to the exceptions reservations adverse easements covenants and provisions contained or referred to in a Conveyance dated the Twenty-seventh day of May One thousand Nine hundred and Fifteen made between Thomas Stanley Chappell and Sir Harry James Johnson of the first part Thomas Charles Pleydell Calley of the second part Caroline Agnes Barclay of the third part Amelia Calley and Edith Mary Waugh of the fourth part and His Majesty's Principal Secretary of State for the War Department of the fifth part (hereinafter referred to as "the 1915 Conveyance") and in a Deed of Grant and Conveyance dated the Twentieth day of June One thousand Nine hundred and Eighty and made between the Vendor of the one part and the Thames Water Authority of the other part (hereinafter referred to as "the Deed of Grant and Conveyance of 1980") so far as the same are still subsisting and capable of taking effect and affect the property hereby conveyed AND ALSO subject to the rights of way water and electricity and drainage over the property hereby conveyed granted by a Conveyance dated the Twenty-seventh day of September One thousand Nine hundred and eighty and made between the Vendor of the one part and Gary Louis McMurray of the one part and Sarah Faith McMurray of the other part

M.R.R.

2. THIS Conveyance shall not include or confer in favour of the Purchaser any easement liberty or privilege over or in respect of the retained land (except such easements as are hereby expressly granted)

3. THE Purchaser hereby covenants with the Vendor to the intent that the burden of this Covenant may run with and bind the property hereby conveyed and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the retained land and every part thereof that neither the property hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may or may become a nuisance damage or annoyance to the Vendor or other the owners or occupiers for the time being of the retained land or any part thereof

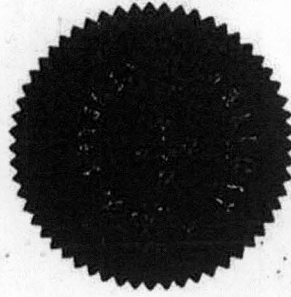
4. THE Purchaser hereby further covenants with the Vendor with the object and intent of affording to the Vendor and his successors in office a full and sufficient indemnity but not further or otherwise that it the Purchaser will at all times hereafter duly observe and perform the restrictive and other covenants and provisions and the landlord's obligations subject to which the property hereby conveyed is expressed to be so conveyed in so far as the same relate to the property hereby conveyed and are now subsisting and capable of being enforced and will at all times keep the Vendor and his successors in office effectually indemnified from and against all actions proceedings costs charges claims and demands whatsoever in respect thereof

5. NOTWITHSTANDING anything in the Conveyance hereinbefore contained the Vendor or other the owners or owner for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or its successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Purchaser and its successors in title with the consent of the owner or owners of the retained land subject to the provisions of this clause and not otherwise

6. THE Vendor hereby acknowledges the right of the Purchaser to production of the 1915 Conveyance and the Deed of Grant and Conveyance of 1980 (possession of which is retained by the Vendor) and to delivery of copies thereof

IN WITNESS whereof the Corporate Seal of the Vendor has been hereunto affixed and the Purchaser has caused its Common Seal to be hereunto affixed the day and year first before written

THE COMMON SEAL of A. F. BUTCHER
LIMITED was hereunto affixed in
the presence of:-

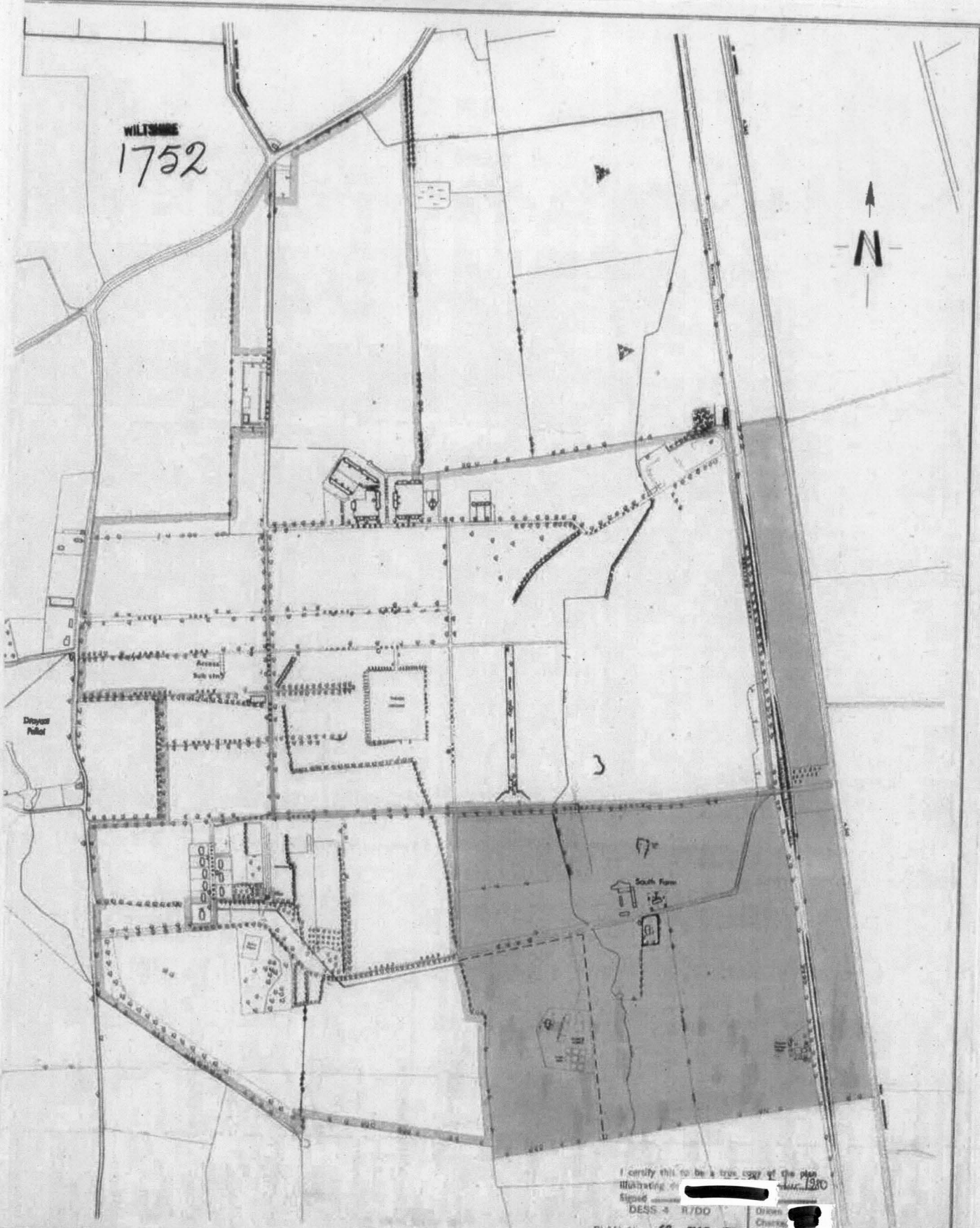


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Directors

Secretary.

WILTSHIRE
1752



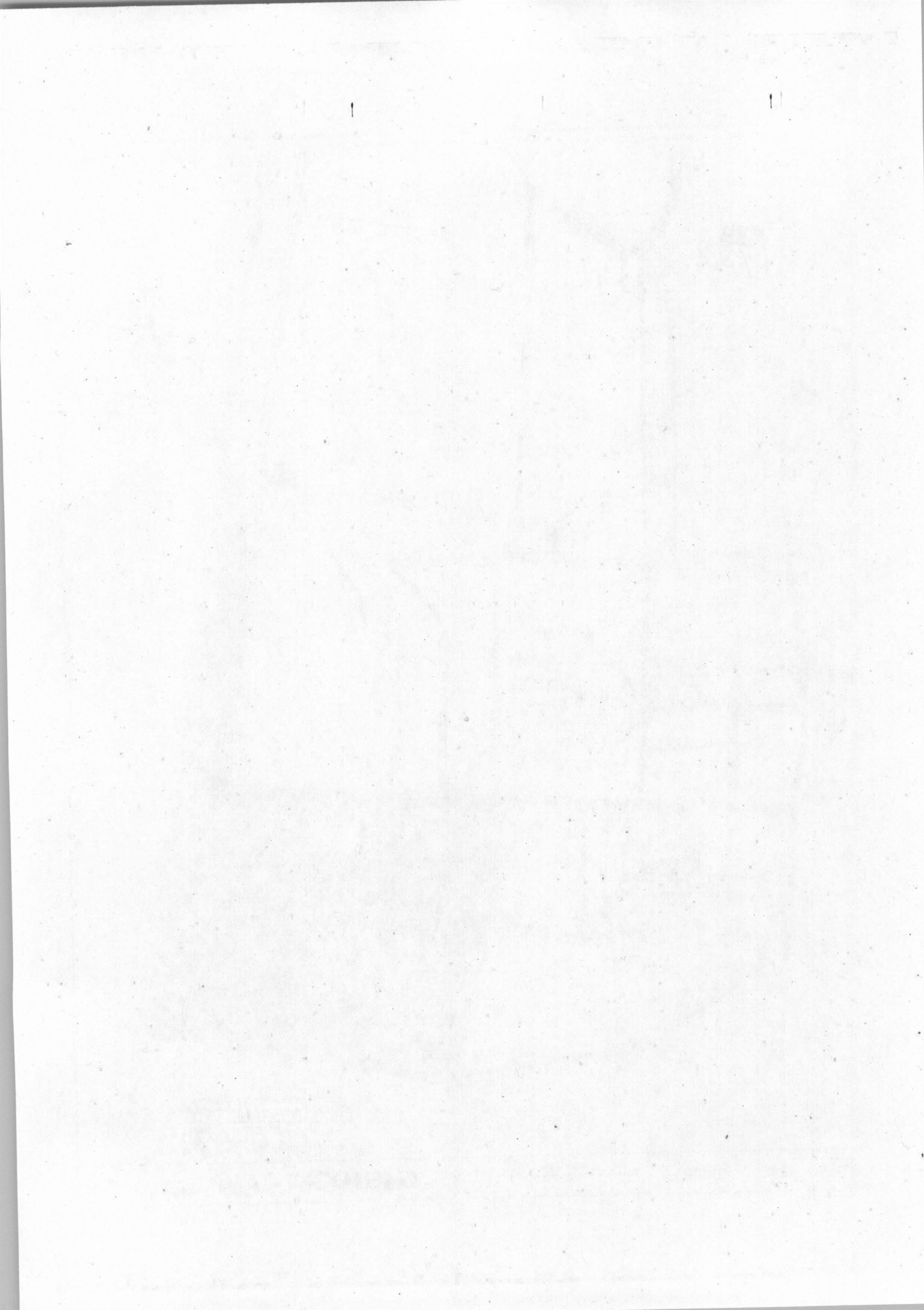
I certify this to be a true copy of the plan
illustrating the [redacted] 1940
Signed [redacted]
DESS - R/DO
Drawn [redacted]
Checked [redacted]
Date 22/3/51

PLAN No. 68 / MAR / 1951

SCALE 1/8000

S. L. A. DUNNICK
Dp No 22

CHISLEDON CAMP, WILTS.



DATED 23rd April 1981

THE SECRETARY OF STATE FOR DEFENCE

— to —

MR. C. N. WHATLEY and others
(trading as C.N. Whatley)

Duplicate/

Conveyance

— of —

80.47 acres of land forming part
of premises known as Chiseldon
Camp, Chiseldon, Wiltshire.

Ex 406.13J

WILTSHIRE

1780

Deeds Conveyance



Twenty-third day

of April One thousand nine hundred and eighty one BETWEEN THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") for and on behalf of Her Majesty of the one part and [redacted] Y [redacted]

[redacted] X and [redacted] all of The Manor Badbury Chiseldon in County of Wilts carrying on in partnership together the trade or business of farming under the style or firm of "C.N. Whatley" (hereinafter called "the Purchasers") of the other part



W H E R E A S:-

- (1) The Secretary of State is the owner for an estate in fee simple absolute in possession and free from incumbrances on behalf of Her Majesty of the premises hereinafter described and has agreed with the Purchasers for the sale thereof to them for a like estate at the price of One hundred and fifteen thousand pounds
- (2) The said purchase is made by the Purchasers on account and for the purposes of their said partnership business and they are desirous that the said property shall be conveyed to them in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of One hundred and fifteen thousand pounds paid by the Purchasers out of monies forming part of their partnership assets to the Secretary of State (the receipt whereof the Secretary of State hereby acknowledges) the Secretary of State hereby as trustee in the exercise of all powers him hereunto enabling conveys to the Purchasers ALL THAT piece or parcel of land situate at Chiseldon in the County of Wilts being part of the premises hitherto known as Chiseldon Camp there and comprising 80.47 acres or thereabouts which said land is more particularly delineated in the plan annexed hereto and thereon coloured pink TOGETHER WITH a right of way with or without vehicles and animals at all times and for all purposes over and along the portion coloured brown of the unadopted road described on the said plan as "Quebec Road" but except nevertheless and reserving unto the Secretary of State FIRST all cables wires pipes drains and channels (if any) serving the land (coloured green on the said plan annexed hereto and hereinafter called "the retained land") retained by the Secretary of State and the neighbouring land comprised in a Conveyance dated the twenty ninth day of September One thousand nine hundred and eighty and made between the Secretary of State of the one part and A.F. Butcher Limited of the other part and the right to the free passage of electricity gas water and soil through the same to and from the retained land with all appropriate easements rights and privileges for repairing maintaining and renewing the same AND SECONDLY the unimpeded access of light and air to all windows facing the said land hereby conveyed in any building erected on the adjoining or neighbouring land of the Secretary of State or of any other Government Department TO HOLD the same unto the Purchasers in fee simple upon trust to sell the same and to stand possessed of the net proceeds of sale thereof and of the net rents and profits thereof until sale upon the trusts applicable thereto as part of the assets of the partnership but SUBJECT nevertheless to the

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easements, rights and privileges conferred upon the Thames Water Autho. by a Conveyance and Deed of Grant dated the twentieth day of June One thousand nine hundred and eighty and made between the Secretary of State of the one part and the said Thames Water Authority of the other part and to the rights ^{of way and} in respect of an electricity cable shown by a red line on the annexed plan contained in a Conveyance dated the twenty ninth day of September One thousand nine hundred and eighty and made between the Vendor of the one part and A.F. Butcher Limited of the other part

3. So as to bind the property hereby conveyed into whosoever hands the same may come and for the benefit and protection of the retained land and each and every part thereof the Purchasers hereby jointly and severally covenant with the Secretary of State that neither the property sold nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the owners or occupiers for the time being of the retained land

4. It is hereby agreed and declared as follows:-

- (a) The Secretary of State and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of any adjoining or neighbouring land of the Secretary of State or of any other Government Department and to alter add to, or use the same or any existing buildings or erections on such land in such manner as he or they may think fit notwithstanding that the access of light and air now or at any time hereafter enjoyed by the Purchasers or their successors in title from and over the said adjoining or neighbouring land may be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed henceforth to be enjoyed by the Purchasers and their successors in title with the consent of the owner or owners of such adjoining or neighbouring land subject to the provisions of this declaration and not otherwise
- (b) This Conveyance shall not (save for the easements and rights hereinbefore granted) include or confer any easement liberty or privilege over or affecting any adjacent or neighbouring land retained by the Secretary of State or any other Government Department

5. The Purchasers hereby agree and declare as follows:-

- (a) That it shall be lawful for the Purchasers or after any one or more of them shall have ceased to be a partner or partners in the said firm for the surviving or continuing partners or partner at any time or times to appoint a new trustee or new trustees of this deed and in particular to appoint such new trustee or new trustees in the place of any trustee who shall not at the time of such appointment be a partner in the said firm as if he or she were dead
- (b) A statement in a deed purporting to appoint a new trustee or new trustees of this deed in the place of any trustee hereof who is not then a partner in the said firm to the effect that the trustee who is being replaced has ceased to be a partner in the said firm shall be conclusive evidence thereof in favour of any person dealing with the trustees for the time being of this deed

(c) The partners or other the trustees for the time being of this deed shall have full power to mortgage charge lease or otherwise dispose of all or any part of the said property hereby conveyed with all the powers in that behalf of an absolute owner

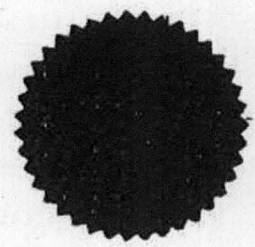
6. The Secretary of State hereby acknowledges the right of the Purchasers to production and delivery of copies of the documents specified in the Schedule hereto

IN WITNESS whereof the Corporate Seal of the Secretary of State has been hereunto affixed and the Purchasers have hereunto set their hands and seals the day and year first before written _____

THE SCHEDULE hereinbefore mentioned

<u>Date</u>	<u>Document</u>	<u>Parties</u>
27th May 1915	CONVEYANCE	_____ and _____ _____ _____ (2) _____ (3); _____ and _____ (4) His Majesty's Principal Secretary of State for the War Department (5)
20th June 1980	DUPLICATE DEED OF GRANT AND CONVEYANCE	The Secretary of State for Defence (1) the Thames Water Authority (2)
29th September 1980	DUPLICATE CONVEYANCE	The Secretary of State for Defence (1) A.F. Butcher Limited (2)

THE CORPORATE SEAL of THE SECRETARY OF STATE FOR DEFENCE hereunto affixed is authenticated by _____)



Authorised by the Secretary of State

SIGNED SEALED AND DELIVERED by the said _____ in the presence _____)
of:- _____

SIGNED SEALED AND DELIVERED by the said _____ in the presence _____)
of:- _____

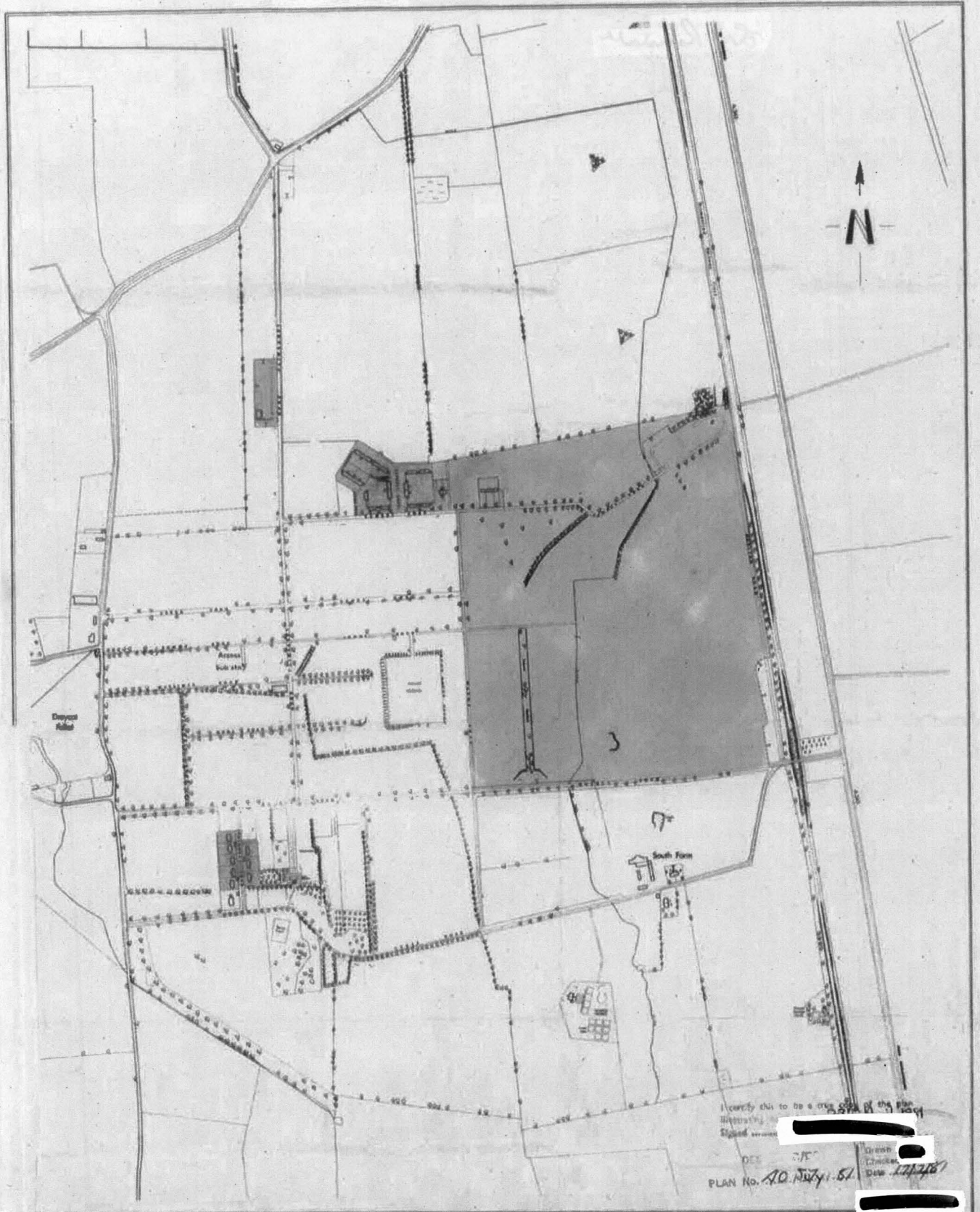
As above

SIGNED SEALED AND DELIVERED by the said _____ in the presence _____)
of:- _____

As above

SIGNED SEALED AND DELIVERED by the said)
[REDACTED] in the presence) [REDACTED]

As before



I hereby certify this to be a true and correct copy of the plan illustrating the proposed alterations to the site of the camp.

DESIGNED BY [Redacted]
 DRAWN BY [Redacted]
 PLAN No. A.D. 107/1. 51
 DATE 1/2/51



G.L.A. BURNSTON
 Eng. No. 800

SCALE 1:2500

CHISLEDON CAMP, WILTS.

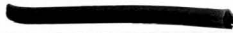
WILTSHIRE

1803

DATED 1st September 1981

SECRETARY OF STATE FOR DEFENCE

to



and

COWLEY BROS (WROUGHTON) LTD

Duplicate

CONVEYANCE

of

Chiseldon Army Camp,
Near Swindon, Wiltshire

Lemon & Co.,
34 Regent Circus,
Swindon, T

increase to:
50P
G+D/s
30/9

4
①
DS
8/30
8/9

THIS CONVEYANCE dated the 31st September 1981

is made between:-

- 1) The Vendor being the [redacted] OF S [redacted] for and on behalf of Her Majesty
- 2) The Purchaser [redacted] of Badbury House Chiseldon Wiltshire and
- 3) The Sub-Purchaser COWLEY BROS (WROUGHTON) LTD whose registered office is at Badbury House Chiseldon aforesaid



INLAND REVENUE
PRODUCED
23.OCT.1981
FINANCE ACT 1931
B R

WHEREAS the Vendor being seised of the property hereinafter described for an estate in fee simple in possession on behalf of Her Majesty has agreed to sell the same together with other property to the Purchaser for the sum of ONE HUNDRED AND FIFTY FIVE THOUSAND POUNDS but no Conveyance of the said property has hitherto been executed.

AND WHEREAS the Purchaser has agreed with the Sub-Purchaser for the sale to it of the property hereinafter described for the sum of ONE HUNDRED AND FORTY FIVE THOUSAND POUNDS and it has been arranged that the said sum shall be paid to the Vendor in part discharge of the purchase money payable to him by the Purchaser under the said Agreement IN CONSIDERATION of the sum of ONE HUNDRED AND FORTY FIVE THOUSAND POUNDS now paid by the Sub-Purchaser to the Vendor by the direction of the Purchaser (the receipt and payment of which sum the Vendor and the Purchaser hereby respectively acknowledge)

THIS DEED WITNESSETH as follows:-

1. THE Vendor as Trustee in the exercise of all powers him hereunto enabling and by the direction of the Purchaser hereby conveys and the Purchaser as Trustee

hereby conveys and confirms unto the Sub-Purchaser ALL THOSE pieces of land being part of the property formerly described as Chiseldon Army Camp Near Swindon in Wiltshire comprising an area of approximately 186.46 acres or thereabouts (with where appropriate the subsoil beneath adopted roads) and being for identification only shown edged, and shaded pink on the plan annexed hereto BUT EXCEPT NEVERTHELESS AND RESERVING unto the Vendor and his successors in title owner or owners for the time being of, the remainder of Chiseldon Army Camp shown coloured green on the said plan the right to use all existing water pipes and electricity cables, whether underground or overhead and the right to use all other cables wires pipes drains and channels (if any) in on or over the property and the right to the free passage of electricity gas water and soil through the same to and from such retained land TOGETHER WITH all appropriate easements rights and privileges for repairing maintaining and renewing the same making good any damage thereby occasioned TO HOLD the same unto the Sub-Purchaser in fee simple subject to and where applicable with the benefit of the exceptions reservations adverse easements covenants and provisions contained or referred to in the following Deeds or some or one of them as may affect the property and are still subsisting:-

- (a) A Conveyance dated the 3rd February 1915 and made between William Stratton and others (1) and His Majesty's Principal Secretary of State for the War Department (2)
- (b) a Deed of Grant and Conveyance dated the

where?

AGL

20th June 1980 and made between the Vendor (1)
and Thames Water Authority (2)

(c) a Conveyance dated 29 September 1980 and made between
(d) the Vendor (1) and T. F. Butler Ltd (2)
Such wayleave and other agreements as may

exist in favour of the Southern Electricity Board to enter the property and to install electricity cables in the approximate positions shown by a green line on the said plan together with all appropriate easements rights and privileges for using repairing maintaining renewing and removing the same

2. THE Sub-Purchaser hereby covenants with the Vendor to observe and perform any covenants and conditions contained in the aforesaid Deeds which are still subsisting and to indemnify the Vendor against all liability and expense in respect of any breach or non observance thereof in so far as the same relate to or affect the property hereby conveyed or the Vendor remains under any liability in respect thereof

3. IT is hereby agreed by and between the parties hereto:-

(a) that the Vendor and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of the adjoining or neighbouring land of the Vendor or of any other Government Department and to alter add to or use the same or any existing buildings or erections on such land in such manner as he or they may think fit notwithstanding that the access

and use of light and air now or at any time hereafter enjoyed by the Sub-Purchaser or its successors in title from and over the said adjoining or neighbouring land may be thereby obstructed diminished or destroyed and that an such access and use of light and air as aforesaid shall be deemed thenceforth to be enjoyed by the Sub-Purchaser and its successors in title with the consent of the owner or owners of such adjoining or neighbouring land subject to the provisions of such declaration and not otherwise

- (b) that this Conveyance shall not include or confer any easement liberty or privilege over or affecting any adjacent or neighbouring land retained by the Vendor or any other Government Department
- (c) That there is reserved to the Vendor in fee simple the unimpeded access of light and air to all windows facing the property hereby conveyed in any building erected on the adjoining or neighbouring land of the Vendor or of any other Government Department
- (d) For the purpose of identifying the various pipes and cables in respect of which rights have already been granted or are hereby reserved the coloured lines shown on the plan annexed hereto represent:-

(i) green-underground cable ^{vested} in the Southern Electricity Board

*Alfred
K. J.
control*

(ii) yellow, - overhead and underground Electricity cables serving the retained land and also South Farm to whom rights have been granted.

(iii) Mauve - Water pipes including South Farm to whom rights have been granted

(iv) Red - Electricity cables South Farm to whom rights have been granted

4. THE Sub-Purchaser for itself and its successors in title hereby covenants with the Vendor, so as to bind the property conveyed and every part thereof into whosoever hands the same may come and for the benefit of the land coloured green on the annexed plan retained by the Vendor or other Government Departments that neither the property hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the owners or occupiers for the time being of the land to be protected by such covenant or any part thereof

5. THE Vendor hereby acknowledges the right of the Sub-Purchaser to production of the documents specified in the Schedule hereto and to delivery of copies thereof
IN WITNESS whereof the Corporate Seal of the Vendor is hereunto affixed and the Purchaser has hereunto set his hand and Seal and the Common seal of the Sub-Purchaser is hereunto affixed the day and year first before written

THE SCHEDULE

3rd February 1915 CONVEYANCE before referred to
27th May 1915 CONVEYANCE [redacted] (1)
and [redacted]
[redacted] (1) [redacted]
[redacted] y (2) [redacted]
[redacted] (3)
and [redacted]
[redacted] (4) and The Vendor
(being then His Majesty's
Principal Secretary of
State for the War Dept (5))

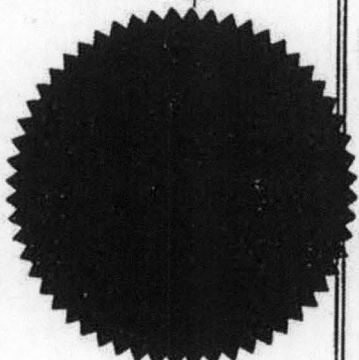
9th February 1924 CONVEYANCE [redacted]
[redacted] (1) The Ecclliastical
Commissioners for England
(2) [redacted]
[redacted] (3) and the Vendor
(being then described as
in last mentioned Deed (4))

20th June 1980 DEED OF GRANT and CONVEYANCE before referred to

29th September 1980 CONVEYANCE before referred to
(duplicate)

THE CORPORATE SEAL of
THE SECRETARY OF STATE FOR
DEFENCE hereunto affixed
is authenticated by:-

[redacted]
Authorized by the
Secretary of State



SIGNED SEALED AND DELIVERED
by the said HENRY GEORGE
COWLEY in the presence of:-

[redacted]
[redacted]
[redacted]
THE COMMON SEAL OF COWLEY
BROS (Wroughton) LIMITED
was hereunto affixed in
the presence of:-

Director [redacted]

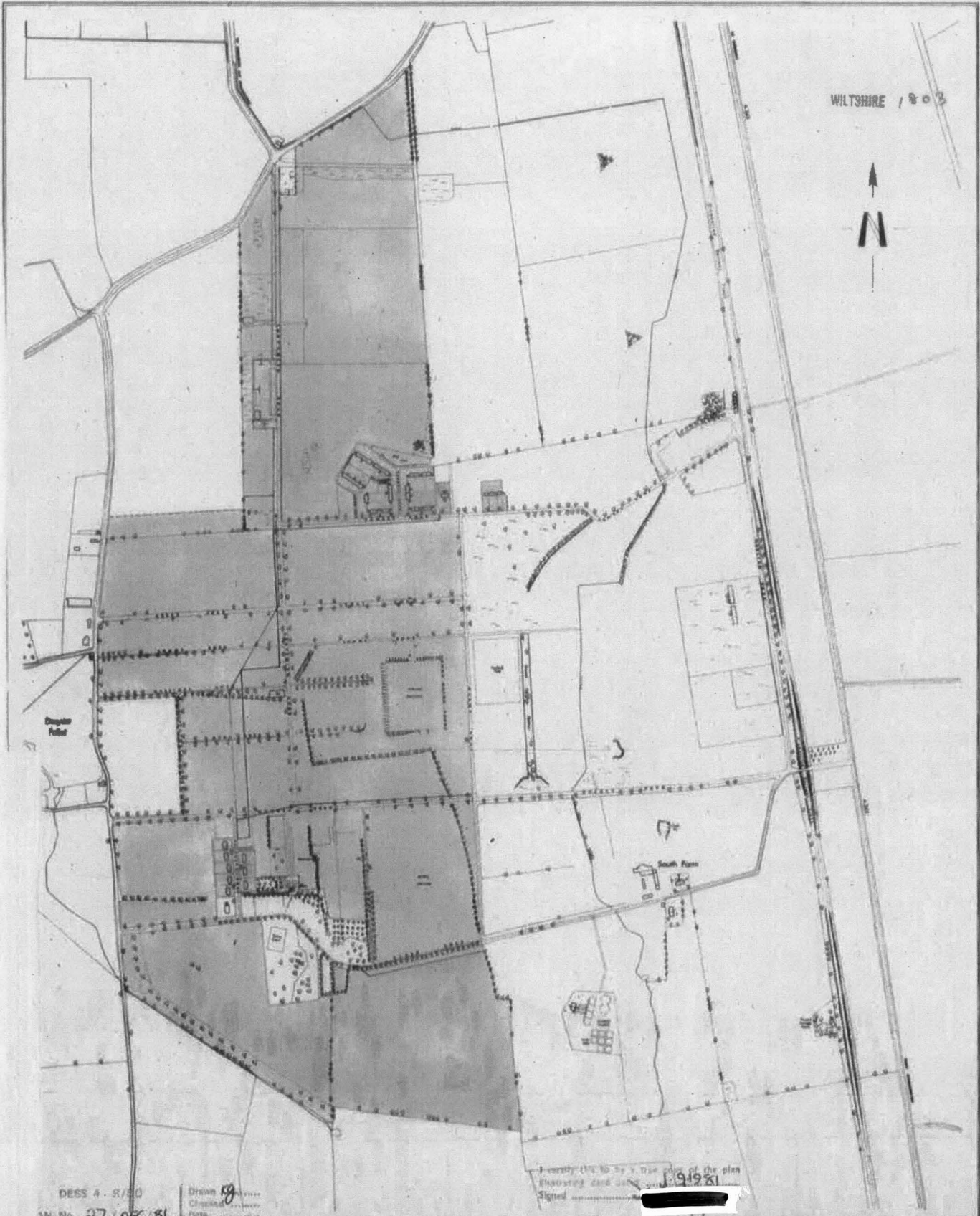
Secretary [redacted]

WILTSHIRE

1803

DLA REF: DUR 69/22/3

WILTSHIRE 1803



DESS 4 - R/50

AN No. 27/05/81

Drawn by
Checked
Date

I certify that to the best of my knowledge and belief the plan is a true and correct copy of the original plan
Signed [Redacted] 1981

SCALE 1:5000

Printed at the Ordnance Survey, Southampton

CHISLEDON CAMP, WILTS.

