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Ref: LON/LVT/1820/04

**LEASEHOLD VALUATION TRIBUNAL FOR  
THE LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN  
APPLICATION UNDER SECTION 21  
OF THE LEASEHOLD REFORM ACT 1967**

**Applicant:** Despina Eliades (the tenant)

**Respondent:** The Trustees of the Portman Estate (the landlord)

**Premises:** 101 Seymour Place, St Marylebone, London W1

**Application to Tribunal by:** The tenant dated 6 October 2004

**Heard:** 17 May 2005

**Appearances:**

Mr S Serota of Messrs Wallace LLP, solicitors

Ms L Shapiro, valuer

**For the Applicant**

Mr Dutton of Counsel

Ms S Thomas of Messrs Radcliffes Le Brasseur, solicitors

Ms K Mayne of Messrs Radcliffes Le Brasseur, solicitors

**For the Respondent**

**Members of the Leasehold Valuation Tribunal:**

Mr R T Brown, FRICS, ARLA (Ind),  
Mr D Levene, OBE, MRICS,

**Date of Tribunal's decision:** 15 June 2005

LON/LVT/1820/04

**London Rent Assessment Panel.**

**Leasehold Valuation Tribunal.**

**Despina Eliades (Applicant) v. The Trustees of the Portman Estate (Respondent)**

**101 Seymour Place, London, W1H 5TG.**

**1. Background and Application.**

- 1.1 This is an application by the leaseholder, Despina Eliades for a determination of the price to be paid and the terms of transfer for the purchase of the Freehold interest in 101 Seymour Place, London, W1h 5TG under the Leasehold Reform Act 1967 (as amended).

**2. Matters agreed between the parties.**

- 2.1. The purchase price.

**3. Matters in dispute between the parties.**

- 3.1 The terms of transfer.

**4. The Inspection.**

- 4.1 4.1 The Tribunal did not inspect the property.

**5. Hearing.**

- 5.1 A hearing was arranged for 17<sup>th</sup> May 2005.

- 5.2 The Applicants were represented by Wallace LLP (Mr Serota) and Ms Leigh Shapiro (Valuer).

5.3 The Freeholder was represented by RadcliffesLeBrasseur (Ms Thomas and Ms Maine) and Mr Dutton of Counsel.

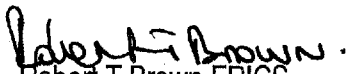
5.4 The parties immediately requested an adjournment as they believed the outstanding issues could be resolved. Two adjournments were granted and at 12.30 the Parties returned to advise they believed agreement could now be reached.

5.5 The Chairman directed that the agreed form of transfer should be submitted to the Tribunal no later than close of business on Friday the 20<sup>th</sup> May 2005.

5.6 The draft Transfer was faxed to the Tribunal on 1<sup>st</sup> June 2005.

## **6 The Determination.**

6.1 The transfer shall take place in accordance with the form of transfer (**Appendix 1**) agreed between the parties although the Tribunal note that it is incomplete at Paragraphs 1, 2, 3 and 5.

  
Robert T Brown FRICS.  
Chairman.

Dated.....15<sup>th</sup> JUNE 2005

**Appendix 2.**

**Transfer of part  
of registered title(s)**

**Land Registry**

**TP1**

*If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.*

1. Stamp Duty

*Place "X" in the appropriate box or boxes and complete the appropriate certificate.*

- It is certified that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction 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 the sum of
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*  
**101 Seymour Place London W1H 5TG**

The Property is defined:

- on the attached plan numbered 1 and shown edged red and in part hatched red
- on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

Date

6. Transferor *Give full name(s) and company's registered number, if any.*  
**Richard Neville Lay CBE, Euan Michael Ross Geddes (Baron Geddes of Rolvenden) and John Adrian Watney as The Trustees of The Portman Estate**

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

**Despina Eliades**

*Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

8. Transferee's intended address(es) for service in the UK *(including postcode) for entry on the register*

**101 Seymour Place London W1H 5TG**

**9. The Transferor transfers the Property to the Transferee**

**10.** Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of *In words and figures*.  
FIVE HUNDRED THOUSAND POUNDS (£500,000.00)

*Insert other receipt as appropriate.*

The transfer is not for money or anything which has a monetary value

**11.** The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee       limited title guarantee

Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property *Complete as necessary.*

**13. Additional provisions**

*Use this panel for:*

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

*The prescribed subheadings may be added to, amended, repositioned or omitted.*

**13.1 Statutory Provisions**

This Transfer is made pursuant to Section 8 of the Leasehold Reform Act 1967 as amended.

**13.2 Rights granted for the benefit of the Property**

13.2.1 The free and uninterrupted passage of water soil gas electricity oil and other services to and from the Property through the pipes wires meters and other conducting media which now are or may be in or on any other premises on the Portman Estate shown edged blue on the plan numbered 2 annexed hereto ("the Portman Estate") adjoining or near to the Property and the right upon prior reasonable notice in writing (except in case of emergency) to enter for the purpose of inspecting repairing renewing and cleaning the same the person entering causing as little inconvenience as possible and making good all damage caused to the said property on the Portman Estate adjoining or near to the Property without unreasonable delay

13.2.2 The right of support and protection now enjoyed from adjoining property on the Portman Estate

13.2.3 The right with or without vehicles to use the entrances and yard shown coloured yellow on the plan annexed hereto in connection with the use and occupation of the Property

**13.3 Rights reserved for the benefit of other land.**

- 13.3.1 A right to rebuild or alter any of the buildings on the Portman Estate adjoining to the Property and to build upon and use any land forming part of the Portman Estate adjoining to or near the Property at any time and for any purpose **NOTWITHSTANDING THAT** such buildings shall affect or diminish the light or air which may now be enjoyed by the Property
- 13.3.2 The free and uninterrupted passage of water soil gas electricity oil and other services to and from any other premises on the Portman Estate adjoining or near to the Property through the pipes wires and meters which now are or may be in or on the Property and the right upon prior reasonable notice in writing to enter for the purpose of inspecting repairing renewing and cleaning the same the person entering causing as little inconvenience as possible and forthwith making good all damage caused to the Property
- 13.3.3 Full rights of support and (so far as any buildings now standing on the Property afford shelter and protection to the same) of shelter and protection from the Property for all adjoining and neighbouring buildings of the Portman Estate whether now existing or hereafter constructed in the period of 80 years from the date hereof
- 13.3.4 All rights of drainage eavesdropping passage of light air and water and all liberties privileges and advantages now used or enjoyed (whether an easement quasi easement or otherwise and whether or not continuous apparent or reasonably necessary) with adjoining or neighbouring property of the Transferor
- 13.3.5 At reasonable times as often as may be required to enter any part of the Property for the erection inspection and repair of adjoining or neighbouring premises making good any damage to the Property by reason of such entry
- 13.3.6 The right for the benefit of the owners and occupiers of adjoining and neighbouring property on the Portman Estate now enjoying a like right to use the part of the Property hatched red on the plan numbered 1 annexed hereto with or without vehicles in connection with the use and occupation of those properties

**13.4 Restrictive covenants by the Transferee**

- 13.4.1 That the Property hereby conveyed shall not without the written consent of the Transferor such consent not to be unreasonably withheld be used (in whole or in part) for any profession trade or business nor for any illegal or immoral purpose nor for any sale by auction or meeting for religious or political purpose nor for any purpose other than that of a private dwellinghouse in one occupation only
- 13.4.2 To pay a reasonable and proper proportion of the reasonable costs properly incurred in maintaining repairing and cleansing all walls fences structures sewers drains pipes and watercourses used or to be used by the occupiers of the Property in common with the occupiers of any adjoining or neighbouring premises
- 13.4.3 Not without the previous consent in writing of the Transferor such consent not to be unreasonably withheld:
- (a) to make any structural alterations to the height or elevation of the Property
- (b) to install any apparatus on the exterior of the Property
- PROVIDED THAT no consent shall be required for repair to the Property or the replacement of existing apparatus
- 13.4.4 Not to put up any additional buildings or erections upon any part of the Property without the like consent
- 13.4.5 Not to place or maintain or suffer to be placed or maintained upon the Property any advertisement placard poster or bill whatsoever other than a name plate indicating the name of the occupier and a

sale board with the Transferor's prior written consent such consent not to be unreasonably withheld

### 13.5 Covenants by the Transferor

The Transferor acknowledges the right of the Transferee to production of the documents listed in the Second Schedule and to supply copies of them.

### 13.6 Declarations

13.6.1 It is hereby declared that the walls dividing the Property from the premises as shown on Plan 2 annexed are party walls and the expense of maintaining them should be borne in equal shares by the Transferee and the owners of the said adjoining premises

13.6.2 The Transferee shall not be entitled to any right of light or air which would restrict or interfere with the full and free use by the Transferor of any of their adjoining or neighbouring property for building or any other purpose

13.6.3 Any person who is not a party to this Transfer may not enforce the provisions of this Transfer pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999

## THE SCHEDULE

### Documents

Date	Document	Parties
18.04.1968	Vesting Deed	Sir Edward Randal Chadwyck-Healey & Others (1) Rt Hon Baron Tangle & Others (2)
13.03.1974	Deed of Appointment	B C B Portman & Others (1) E R A de Rothschild (2)
16.06.1975	Vesting Deed	B C B Portman & Others (1) E R A de Rothschild (2)
09.07.1976	Order of High Court	
29.09.1980	Deed of Appointment	Trustees of the Portman Family Settled Estates (1) Lord Goodman and R A S (2)
20.02.1981	Vesting Deed	J P Grenside & Others (1) Rt. Hon A A Baron Goodman & Others (2)
15.03.1994	Deed of Retirement	E R A de Rothschild & Others (1) Rt. Hon A A Baron Goodman (2)
21.07.1994	Deed of Appointment	E R A de Rothschild & Others (1) E M R Baron Geddes (2)
19.12.1997	Deed of Appointment and Retirement	E R A de Rothschild & Others (1) J P Grenside (2) J A Wamey (3)
22.06.1999	Deed of Appointment and Retirement	R A S Brock & Others (1) E R A de Rothschild (2) C E B Viscount Portman (3)

08.12.1999	Deed of Appointment and Retirement	E M R Baron Geddes & Others (1) R A S Brock (2) R N Lay (3)
17.09.2001	Deed of Retirement of Trustee	R N Lay, E M R Geddes, J A Watney (1) C E B Viscount Portman (2)
16.02.1956	Legal Charge	Sir E R Chadwyck-Healey & Others (1) The Prudential Assurance Co Ltd (2)
26.03.1980	Release	The Prudential Assurance Co Ltd (1) B C B Portman & Others (2)
29.01.1988	Conveyance	The Trustees of Michael Portman's Settlement Viscounty Fund (12) (1) The Trustees of the Portman Family Settled Estates Primary Viscounty Fund (22) (2)

**14. Execution** *The Transferor and all other necessary parties (including the proprietors of all the titles in panel 3) must execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

SIGNED as a DEED by the said  
**RICHARD NEVILLE LAY CBE**  
in the presence of:

SIGNED as a DEED by the said  
**EUAN MICHAEL ROSS GEDDES**  
**(Baron Geddes of Rolvenden)**  
in the presence of:



SIGNED as a DEED by the said  
**JOHN ADRIAN WATNEY**  
in the presence of:

SIGNED as a DEED by the said  
**DESPINA ELIADES**  
in the presence of: