

IN THE HIGH COURT OF JUSTICE

CLAIM No...

CHANCERY DIVISION

BETWEEN:

DERREB LIMITED

Claimant

and

BLACKHEATH CATOR ESTATE  
RESIDENTS LIMITED

Defendant

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**PARTICULARS OF CLAIM**

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MACEY & COMPANY  
91 SHOOTERS HILL ROAD  
BLACKHEATH  
LONDON  
SE3 7HU

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1. The Claimant is the freehold owner of the premises known as all that piece or parcel of land situate and known as the Huntsman 106 Manor Way in the Borough of Greenwich in the County of Greater London and edged in red on plan annexed thereto and comprised in the registered land Title No.LN 143032 a copy of which is supplied herewith.

2. The Defendant is the freehold owner of amongst other things the unadopted road coloured pink on the plan annexed hereto marked "A" (a copy is supplied herewith) which forms part of the registered land Title No.SGL25810 a copy of which is supplied herewith.

3. By a Conveyance dated the 5<sup>th</sup> November 1956 and made between John Cator as "the vendor" of the one part, the Defendant's predecessors in title Williams Albemarle Fellowes and Francis Cator of the second part, and the Claimant's predecessors in title The Price Forbes Pension Fund Trustees Limited as "the Purchaser" of the third part, the said land referred to in paragraph 1 above was conveyed in fee simple to the Purchaser and Claimants subject to the following covenants:

By clause 3 of the first schedule.

"The property hereby conveyed shall not be used for any purpose other than as a Sports Ground or for the erection of detached houses for use as private residence only such buildings to be erected in such position and in accordance with such plans and elevations including general layout and development plans as shall first be submitted to and approved at the Purchaser's expense by the Vendor's Surveyor as aforesaid."

By clause 4 of the first schedule.

"To repay to the Vendor or the Blackheath Park Committee or other the Owner for the time being of the said estate a fair share of the expense of maintaining and keeping in good and substantial repair the whole of the Vendor's roads and footpaths and the water drains in connection therewith known as Manor Way and Brooklands Park calculated on the length of roads abutting upon the land hereby conveyed all other owners of frontages being chargeable on the residue of the road frontage in like proportion and of watering and lighting the same if and whenever there shall be watered or lighted by the Vendor such shares to be fixed by the Vendor's Surveyor or Blackheath Park Committee."

A copy of the said Conveyance is supplied herewith.

4. Gradually the surrounding land was sold off by the Cator family and by 1965 the family continued to own the roads to the surrounding land to the

property referred to in paragraph 1 above and these roads were transferred to Blackheath Cator Estate Residents Limited, the Defendants herein, who are registered at HM Land Registry with title absolute in respect of the said roads the said title number being SGL25810.

5. By a Deed dated the 26<sup>th</sup> August 1993 ("the 1993 Deed") and made between Blackheath Cator Estate Residents Limited the Defendant and J.T. Davies & Sons Limited the Claimant's predecessors in title who at that time owned the site referred to in paragraph 1 above the Defendants granted a right of way to J.T. Davies & Sons Limited ("the 1993 Deed"). A copy of the 1993 Deed is supplied herewith.

6. By clause 1(a) of the 1993 Deed the terms of the grant to J.T. Davies and its successors in title namely the Claimant herein sets out the terms of the right of way as follows:

"Full right and liberty to the grantee and their successors in title the owners and occupiers for the time being of the land comprised in Title No.LN 143032 and known as Sports Ground Manor Way Blackheath SE3 (hereinafter called the "Property") at all times hereinafter and for all purposes in connection with the use and occupation of the property with or without vehicles to go pass and repass along all or any of the Estate Roads now laid or within Twenty one years from the date hereof to be laid and comprised in Title No.SGL25810 from and to the property to and from the public highway (hereinafter "the Estate Roads")."

7. Clause 2 of the 1993 Deed contains a number of covenants on the part of J.T. Davies and its successors in title, one being clause 2(b) which provides as

