

The Coal Authority,  
Mining Reports Office,  
200 LICHFIELD LANE,  
BERRY HILL,  
MANSFIELD,  
NOTTINGHAMSHIRE,  
NG18 4RG  
Telephone: 0845 762 6848  
DX 716176 MANSFIELD 5  
On-Line Service: www.coalminingreports.co.uk

The  
**COAL  
AUTHORITY**

200113  
The Coal Authority  
Cost: £38.00  
Plus V.A.T. £6.70  
Total Received: £45.00  
V.A.T. Reg Number 598 5850 68

CASWELL JONES PARTNERSHIP,  
SOLICITORS  
DX 132153 CAERPHILLY 3

This matter is being dealt with by Phil Huddleston

Our Ref: 161473-02

- 4 JUN 2020

Your Ref: KJW.SF.C20253

Electronic Ref:

Date: 04 May 2002

Dear Sir,

**Coal Mining Report**  
**LAND AT PERTHYGLEISION, ABERFAN, MERTHYR TYDFIL, MID**  
**GLAMORGAN, CF48 4PQ**

MERTHYR TYDFIL  
COUNTY BOROUGH  
OFFICE COPY  
PLEASE DO NOT  
REMOVE

I refer to the enquiry dated 25th April 2002, received 26th April 2002, in connection with the above.

This report is based on and limited to the records in the possession of The Coal Authority at the time the search is answered.

**Past Underground Mining**

The property is within the likely zone of influence on the surface from workings in 6 seams of coal at shallow to 560m depth, the last date of working being 1977.

**Present Underground Mining**

The property is not within the zone of likely physical influence on the surface from any present underground coal workings.

**Future Underground Mining**

The property is not within a geographical area for which a licence to extract coal by underground methods is awaiting determination by the Coal Authority.

The property is not within a geographical area for which a licence to extract coal by underground methods has been granted.

The property is not within the zone of likely physical influence at the surface from plans of future workings in our possession.

However reserves of coal exist in the locality which could be worked at some time in the future subject to feasibility, licences, and planning consents.

We have no record of any notice of the risk of the land being affected by subsidence being given under S 46 of the Coal Mining Subsidence Act 1991.

**Shafts and Adits**

We have no knowledge of any mine entries within, or within 20 metres of, the boundary of the property.

The records held by the Coal Authority may be incomplete. Consequently, there may exist in this locality mine entries of which we have no knowledge.

**Surface Geology**

Records in our possession do not disclose any fault or other line of weakness at the surface as having affected the stability of the property.

**Past Opencast Mining**

The property is not located within the geographical boundary of an opencast site from which coal has been extracted by opencast methods.

**Present Opencast Mining**

The property does not lie within 200 metres of the geographical boundary of an opencast site within which coal is being extracted by opencast methods.

**Future Opencast Mining**

The property is not within 800 metres of the geographical boundary of an opencast site for which a licence to extract coal by opencast methods is awaiting determination.

The property is not within 800 metres of the geographical site boundary of an opencast site for which a licence to extract coal by opencast methods has been granted.

**Subsidence**

The records in our possession do not disclose any damage notice or claim having been given, made or pursued in respect of the property since 1 January 1984.

The records in our possession do not disclose any current "Stop Notice" affecting the property.

The records in our possession do not show any request having been made to execute preventative works under S 33 of the Coal Mining Subsidence Act 1991.

**Withdrawal of Support**

The property lies within a geographical area in respect of which a notice of entitlement to withdraw support was published in 1976.

The property does not lie within a geographical area in respect of which a notice has been given under S 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

**Working Facilities Orders**

The property is not within a geographical area that is the subject of an Order made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

**Payments to Owners of Former Copyhold Land**

The property is not within an area where a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

**Additional Remarks**

In view of the mining circumstances a prudent developer would seek appropriate technical advice before works are undertaken on site. All proposals should have regard to good engineering practice in mining areas as identified in authoritative publications on mining stability problems. In any event, no activities should be undertaken that intersect, disturb, or interfere with any coal or mines of coal without permission of the Coal Authority.

These replies are prepared in accordance with the Law Society's Guidance Notes 1998.

We acknowledge the receipt of your remittance in payment of our fee.

Yours faithfully



**Albert Schofield**

**Director of Mining Records and Services**

## REPLIES TO PRE-CONTRACT ENQUIRIES

1. The Vendor considers the front and rear boundaries to belong to the property and side along the properties to be owned by the adjacent properties.
2. None to the knowledge of the Seller.
3. None to the knowledge of the Seller.
4. There is no such document with the title deeds or in the possession of the Seller.
5.
  - (A) The property enjoys water and electricity only.
  - (B) No.
  - (C) No.
  - (D) The route is not known.
  - (E) Ditto
  - (F) DittoPlease note that any services are not currently connected.
6. None to the knowledge of the Seller.
7. The Seller is not aware of any other than those defined in detail in relation to the garages.
8. Believed none.
9.
  - (A) (i) Approximately 1972/1973 and the garage before that time.  
(ii) Yes.
  - (B) None.
  - (C) We do not have any
10.
  - (A) The property includes all items at the property as it currently stands save for the motors on top of the fridges which will be sold prior to completion.
11. None other than these items and of course the Electricity supply when connected.
12. As soon as possible and vacant possession subject as is mentioned in the Contract in relation to the garage is.

Short description  
of the property

re LAND AT PERTYGLISION, AGRICULTURAL

Parties JOSES

to CARPENTER

# ENQUIRIES

BEFORE CONTRACT

In cases of property subject to a tenancy, forms Con 291 (general business and residential tenancies) or Con 292 (agricultural tenancies) should also be used.

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Please strike out enquiries  
which are not applicable

Replies are requested to the following enquiries.

The replies are as follows.

Caswell Jones

Proposed buyer's solicitors.

Date 10 April 2007

Proposed seller's solicitors.

Date ..... 19 .....

## GENERAL ENQUIRIES

## REPLIES

These replies, except in the case of any enquiry expressly requiring a reply from the Seller's solicitors, are given on behalf of the proposed Seller and without responsibility on the part of his solicitors their partners or employees. They are believed to be correct but the accuracy is not guaranteed and they do not obviate the need to make appropriate searches, enquiries and inspections.

### 1. Boundaries

(A) To whom do all the boundary walls, fences, hedges and ditches belong?

(B) If no definite indications exist, which has the Seller maintained or regarded as his responsibility?

### 2. Disputes

(A) Is the Seller aware of any past or current disputes regarding boundaries, easements, covenants or other matters relating to the property or its use?

(B) During the last three years, has the Seller complained or had cause to complain about the state and condition, or the manner of use, of any adjoining or neighbouring property? If so, please give particulars.

### 3. Notices

Please give particulars of all notices relating to the property, or to matters likely to affect its use or enjoyment, that the Seller (or to his knowledge, any predecessor in title) has given or received.

### 4. Guarantees etc.

(A) Please supply a copy of any of the following of which the Buyer is to have the benefit:

agreement, covenant, guarantee, warranty, bond, certificate, indemnity and insurance policy,

relating to any of the following matters:

the construction of the property, or any part of it, or of any building of which it forms part;

any repair or replacement of, or treatment or improvement to the fabric of the property;

the maintenance of any accessway;

the construction costs of any road (including lighting, drainage and crossovers) to which the property fronts, and the charges for adopting any such road as maintainable at the public expense;

a defective title;

breach of any restrictive covenant.

(B) (i) What defects or other matters have become apparent, or adverse claims have been made by third parties, which might give rise to a claim under any document mentioned in (A)?

(ii) Has notice of such defect, matter or adverse claim been given? If so, please give particulars.

(iii) Please give particulars of all such claims, matters, whether or not already settled.

## 5. Services

(A) Does the property have mains drainage, water, electricity and gas services?

(B) Is the property connected to the telephone?

(C) Is the water supply metered?

(D) Do any of the services (except where part of the mains) pass through or over property not included in the sale?

(E) If so, please give details of route and particulars of any easement, grant, exception, reservation, wayleave, licence or consent authorising this.

(F) Please supply a copy of any licence to abstract water and of any consent or licence relating to drainage, issued in respect of the property or the activities carried on there.

## 6. Facilities

(A) Except in the case of public rights or where particulars have already been given, what rights are there for the use of the following facilities, whether enjoyed by the owner or occupier of the property, or over the property for the benefit of other property:

- Access for light and air;
- Access for pedestrians and vehicles;
- Emergency escape routes;
- Pipes and wires for services not dealt with in Enquiry 5;
- Access and facilities for repair, maintenance and replacement.

Please supply copies of any relevant documents.

(B) Has any person taken any action to stop (whether immediately or at some future time) the use of any facility? If so, please give particulars.

(C) In respect of maintenance, repair or replacement work on any land or fixtures affording any facility:

- (i) What work has been done by the Seller (or, to his knowledge, any predecessor in title), and when?
- (ii) What work has the Seller been called upon to do which has not yet been done?
- (iii) What sums has the Seller contributed to work done by others, and when? Is any demand for such sums still outstanding?
- (iv) What sums has the Seller called upon others to contribute, and when? Is any demand still outstanding?

## 7. Adverse Rights

(A) Is the Seller aware of any rights or informal arrangements specifically affecting the property, other than any disclosed in the draft contract or immediately apparent on inspection, which are exercisable by virtue of an easement, grant, wayleave, licence, consent, agreement relating to an ancient monument or land near it, or otherwise or which are in the nature of public or common rights?

(B) (i) Please give the full names, and ages if under 18, of all persons in actual occupation of the property.

(ii) What legal or equitable interest in the property has each of those persons?

(C) Whether or not the title is registered, is the Seller aware of any other overriding interests?

## 8. Restrictions

(A) Have all restrictions affecting the property or its use been observed up to the date hereof? If not, please give details.

(B) Where such restrictions have in the past required any person's consent or approval of plans, does the Seller have written evidence of that consent or approval?

## 9. Planning etc.

(A) (i) When did the present use of the property commence?  
(ii) Has this use been continuous since it commenced?

(B) During the four years immediately prior to receipt of these enquiries:

- (i) Were any of the buildings on the property erected, or have any been altered or added to?
- (ii) Have any other building, engineering, mining or other operations been carried out in, on, over or under the property?
- (iii) Has any condition or limitation on any planning permission not been complied with?

If so, please give details.

(C) Please supply a copy of:

- (i) Any planning permission authorising or imposing conditions upon the present use of the property, and the erection or retention of the buildings now on it.
- (ii) Any bye-law approval or building regulation consent relating to those buildings.
- (iii) Any current fire certificate.

#### **10. Fixtures, Fittings etc.**

(A) Does the sale include all of the following items now on the property, and attached to or growing in it?

Trees, shrubs, plants, flowers, and garden produce. Greenhouses, garden sheds and garden ornaments. Aerials. Fitted furniture and shelves. Electric switches, points and wall and ceiling fittings.

(B) What fixtures to the property are not included in the sale?

(C) If the property has any fixed oil burning appliance, what arrangements are proposed for the sale to the Buyer on completion of any stock of oil?

#### **11. Outgoings**

What periodic charges affect the property or its occupier apart from council tax and water services charge?

#### **12. Completion**

(A) How long after exchange of contracts will the Seller be able to give vacant possession of the whole of the property?

(B) The Buyer's solicitors wish to complete by adopting the Law Society's Code for Completion by Post (1984 edition). Do the Seller's solicitors agree?

#### **13. New Properties**

(A) Will the Seller pay all charges for construction and connection of the drainage system and the services?

(B) Are all the following included in the purchase price: fencing all boundaries, laying all paths and drives, and levelling and clearing the garden area? If not, please give particulars.

#### **ADDITIONAL ENQUIRIES**

## LEASEHOLD ENQUIRIES

### I. General

(A) Is the lease under which the property is held a head lease or an underlease?

(B) Please state the names and addresses of:

- the lessor;
- any superior lessor;
- the solicitors of all of them;
- the receivers of the rent;
- the managing agents.

(C) Please supply copies of all licences granted by the lessor, other than licences to assign.

(D) What steps have been taken to obtain the lessor's consent to the proposed assignment? Please supply a copy of any licence granted.

### II. Covenants

(A) Has the lessor complained of any breach of covenant?

(B) Has any obligation in the lease to paint or do any other work by or at a particular time been strictly fulfilled? If not, please give details.

(C) Has the Seller had cause to complain of any breach of the lessor's covenants?

### III. Service Charge

(A) Please give details of service charge payments for the last three years, with any supporting accounts or vouchers that the Seller has.

(B) Has the Seller, or to his knowledge any predecessor in title, exercised a statutory right to obtain information? If so, with what result?

### IV. Insurance

Please supply details of the insurance covering the building(s), including policy number, insured's name(s), risks covered, for what amount, premium, and date to which insured.

### V. Reversionary Title

Is there with the title deeds a marked abstract or office copy of the freehold title and of any superior lease?

## ADDITIONAL ENQUIRIES