

North Yorkshire County Council

Planning and Regulatory Functions Sub Committee

14 June 2021

Application to amend the register to record an historic event
Commons Act 2006 Part 1 – Schedule 3
The Commons Registration (England) Regulations 2014 Schedule 4 Paragraph 19

Application Reference Number CA14 045

Right entry 20 exercisable over Birkdale Common, Muker (CL 149)

Report of the Corporate Director - Business and Environmental Services

1.0 Purpose of Report

- 1.1 To report on an application (“the Application”) seeking to amend the register of Common Land to reflect the severance of rights registered from the land to which they are currently recorded as being attached and identified on the related supplemental map edged blue **Appendix 1**.
- 1.2 Severance occurred historically where rights previously recorded as attached to an area of land were split from that land by means of a suitable legal instrument (e.g. a conveyance) and/or treated independently of that land and as a separate asset.

2.0 Background

- 2.1 Under the provisions of the Commons Act 2006 (“the Act”) the County Council is a CRA and so responsible for maintaining the Registers of Common Land and Town and Village Greens for North Yorkshire.
- 2.2 Part 1 of the Commons Act 2006 took full effect in North Yorkshire from 15 December 2014 and at the same time it became effective in Cumbria through the Commons Registration (England) Regulations 2014.
- 2.3 Schedule 3, paragraph 2(2)(b) and 2(3)(c) of the Act in part set out that: -
- (2) *The following are qualifying events for the purposes of this Schedule*
- (b) *any relevant disposition in relation to a right of common registered under the 1965 Act, or any extinguishment of such a right, where occurring at any time—*
- (i) *after the date of the registration of the right under that Act; and*
- (ii) *before the commencement of this paragraph;*
- (3) *In sub-paragraph (2)(b) “relevant disposition” means—*
- (c) *in the case of a right of common attached to land, the apportionment or severance of the right*

And

Schedule 4 paragraph 19 of the Commons Registration (England) Regulations 2014 (“The Regulations”) sets out that:

19.— (1) *An application to amend a register in consequence of the severance of a right of common from land to which it was attached, which is a qualifying event by virtue of paragraph 2(2)(b) of Schedule 3 to the 2006 Act, may only be made by—*

- (a) *the person to whom the right of common was transferred upon being severed;*
 - (b) *the owner of the right of common at the date of the application; or*
 - (c) *the owner of land to which the right of common is registered as being attached.*
- (2) *The application must include—*
- (a) *evidence of the applicant’s capacity to make the application (as described in sub-paragraph (1));*
 - (b) *the numbers of—*
 - (i) *the register unit; and*
 - (ii) *the entry in the rights section of that register unit, which are to be amended; and*
 - (c) *a description of the land to which the right of common was attached, and evidence of the ownership of that land at the time of the severance of the right of common.*
- (3) *The application must include or be accompanied by—*
- (a) *the written instrument (if any) which the applicant claims has effected the severance of the right of common; and*
 - (b) *if there is no such instrument, or if that instrument does not express an unambiguous common intention by the parties to it that the right of common should be severed—*
 - (i) *other documentary evidence, contemporaneous to the time at which the applicant claims that the right of common was severed, of a common intention by the transferor and transferee of the right of common that it was to be severed; or*
 - (ii) *evidence that the right of common has subsequently been treated as severed.*

2.4 A CRA needs to be satisfied on the balance of probabilities that a severance occurred where an application claims that to be the case.

3.0 Application

3.1 The application was submitted by Mr Steven Alderson (“the Applicant”). The Application was dated the 8 October 2018 and received by the County Council on 9 October 2018. The Application was accepted as being duly made on 15 October 2018.

3.2 A copy of the Application including supporting documentation comprises **Appendix 2**.

3.3 **Application Land Timeline:**
(according to documentation held by the CRA and submitted by the applicant)

28 June 1968: John Alderson (the Applicant’s father) and Margaret Alderson (the Applicant’s grandmother), provisionally registered 551 grazing rights and the rights of turbary and the collection of stones, attached to Harker’s Home and Hill Top. This was entered into the register at right entry 7. See register pages at the end of **Appendix 2**.

27 October 1970: The Earl Peel, then owner of the common land, objected to the amount of rights being claimed and the right entry was referred to the Commons Commissioner. The hearing was held on 9 June 1982 and subsequently the grazing rights for the amount of hogs was reduced from 140 to 133. No other grazing rights

were modified and the entry was made final (over 14 years after provisional registration).

In the meantime:

19 June 1972: Margaret Alderson sold parts of the land to which the rights were recorded as being attached to at right entry 7 to John Whitehead along with a disproportionate amount of those grazing rights (see **Appendix 3** for a full explanation of the amounts of rights transferred). This transaction was not recorded at the time as an amendment in the register (it was not obligatory to do so). This title was then transferred to Margaret and Kenneth Whitehead and recorded at right entry 19 dated 18 March 1985.

4 August 1972: Margaret Alderson sold a further part of the land originally registered as right entry 7 to George Whitehead, again along with a disproportionate amount of grazing rights (see **Appendix 3**). This transaction was also not recorded at the time as an amendment in the register. Mr George Whitehead then sold on the land and rights on 15 June 1981 to Mr and Mrs Harker.

21 August 1972: John and Margaret Alderson sold a further part of the land originally registered as right entry 7 to George Calvert, along with a disproportionate amount of grazing rights (see **Appendix 3**). This transaction was also not recorded, at the time, in the register.

29 October 1981: Mr and Mrs Harker apply to amend right entry 7 to show their ownership of part of the original registered land and rights. Their application amends the register and right entry 7 is crossed out and replaced by two right entries on 7 April 1982. Right entry 15 shows the land and rights owned by Mr and Mrs Harker. Right entry 14 shows the remainder of the land and rights as being owned by George Whitehead and not John and Margaret Alderson. This is a clerical error by the Commons Registration Authority but it is not corrected at the time.

13 April 1983: The Commons Commissioner's decision is recorded in the register at right entry 16 and as a consequence right entry 7 is made final. However, right entry numbers 14 and 15 were not amended to reflect the Commons Commissioner's decision.

18 December 1984: George Calvert applies to amend right entry 14 to show his ownership of part of the land and rights registered to this entry.

22 January 1985: Margaret and Kenneth Whitehead also apply to amend right entry 14 to show their ownership of part of the land and rights registered to this entry.

18 March 1985: After consultations with the interested parties, right entry 14 is crossed out and replaced by three right entries. Right entry 18 shows the land and rights owned by George Calvert. Right entry 19 shows the land and rights owned by Margaret and Kenneth Whitehead. Right entry 20 shows the remainder of the land and rights retained by John and Margaret Alderson, the original right holders, and not George Whitehead, correcting the clerical error at right entry 14. These amendments also take into account the reduction in number of hogg grazing rights as directed by the Commons Commissioner's decision.

2015: The death of John Alderson results in Birkdale Farm and his registered rights over Birkdale and Angram Commons, being transferred to the Applicant (son of John Alderson) as stated in his father's will dated 5 October 2004.

1 April 2018: The Applicant rents the grazing rights to his brother Peter Alderson, through a tenancy agreement.

8 May 2018: Peter Alderson submits a claim to the Rural Payments Agency (“the RPA”) for 133 sheep grazing rights (which includes 95 ewes and 38 hogs), 10 cattle rights and 1 horse right exercisable over Birkdale Common.

9 October 2018: The Applicant applies to amend right entry 20 to show the 95 ewe rights, 10 cattle rights, 38 hogg rights and 1 horse right as being in his ownership and held in gross, the subject of this application.

4.0 Representations

- 4.1 Under Regulation 21 of the Regulations, the CRA publicised the application by issuing a notice on the County Council’s website and by serving notices on all relevant parties. The notices were posted on 15 October 2018, in accordance with Regulation 21(5)(a) of the Regulations.
- 4.2 There were two representations received in response to the notice: one from the current owners of the common land, Gunnerside Estate who have no objection to the application (**Appendix 4**) and one from The Open Spaces Society who objected to the application **Appendix 5**.
- 4.3 The Open Spaces Society objected on the grounds that insufficient evidence was submitted with the application to show that the rights have been severed.
- 4.4 In response to the Open Spaces Society’s objection and officer’s discussion with the Applicant regarding the criteria that such an application needs to meet, the Applicant provided further documentation to demonstrate the history of the land and rights. In particular, those being owned by his family and those parts which were conveyed in 1972. The Applicant demonstrated that the remainder of the rights and land then passed to the Applicant via his father’s Will. These rights were then being exercised by the Applicant’s brother granted through a tenancy agreement and his brother then claimed subsidy payments from the Rural Payments Agency (“the RPA”) based on the grazing rights listed at right entry 20 exercisable over Birkdale Common **Appendix 6**.
- 4.5 The Open Spaces Society continued with their objections asking for further explanations as to the relevance of the documentation **Appendix 7**.
- 4.6 The Applicant did not wish to respond further to The Open Spaces Society’s comments but did provide the Registration Authority with a narrative of events as he could recall it (**Appendix 8**). Further information was requested on behalf of the CRA regarding the conveyance of a small parcel of land originally part of the property known as Crooked Seal and was received **Appendix 9**.

5.0 Assessment – have the relevant tests been met?

- 5.1 Officers comments on each of the statutory provisions are set out below –
- 5.2 Schedule 3 paragraph 2(2)(b) of the Act :-
(2) *The following are qualifying events for the purposes of this Schedule—*
(b) *any relevant disposition in relation to a right of common registered under the 1965 Act, or any extinguishment of such a right, where occurring at any time—*
(i) *after the date of the registration of the right under that Act; and*
(ii) *before the commencement of this paragraph;*

Section 7 of the Application states that the small field that comprises part of the land to which the rights at entry 20 are attached was sold in 1972 but the Applicant was unable to provide documentation to evidence this.

However, the Applicant was able to submit two conveyances and CRA records revealed a third conveyance showing that other parcels of land and rights registered as part of right entry 7 were sold by the Applicant's father and grandmother on three separate occasions also in 1972 with the land and rights transferred all in disproportionate ways (see para 3.3 above and **Appendix 3**).

These transfers comprise a disposition of the rights concerned and took place after the rights were provisionally registered on 28 June 1968 and prior to the commencement of Part 1 of the Commons Act 2006 in North Yorkshire, which occurred on 15 December 2014 (see para 2.2 above).

Therefore this test is met by the application.

- 5.3 Schedule 3 paragraph 2(3)(c) of the Act:
(3) *In sub-paragraph (2)(b) "relevant disposition" means—*

.....
(c) in the case of a right of common attached to land, the apportionment or severance of the right

In the leading case of *Bettinson v Langton (2001)* the House of Lords determined that the very process of creating a register of common rights under the Commons Registration Act 1965 turned such rights into an entity in their own right capable of being dealt with as an asset separately (severed from) from the land to which they were recorded in a register as being attached. They were severable.

The conclusion is, in my opinion, inescapable that subsection (3) transformed the right, on registration, from being a right limited by levanchy and couchancy to being a right for a fixed number of animals.

It is the general law, established by the authorities to which I have referred, that when applied to... registered grazing rights..., impels the conclusion that the rights are severable"

(extract from Lord Fosco's leading judgment)

The Commons Act 2006 subsequently introduced provisions to outlaw severance of common rights but only in respect of any disposition/event taking place after 28 June 2005. The dispositions relied on by the Application, which is the subject of this report, took place first in 1972.

In the lead up to the Act becoming legislation DEFRA issued an explanatory note to members of parliament in January 2006 (**Appendix 10**) which confirmed at para 54 the significance of the Bettison v Langton decision –

In Bettison v. Langton, the judicial committee of the House of Lords determined that a consequence of the quantification of grazing rights as required by section 15 of the 1965 Act was to enable a commoner to dispose of rights of common independently from the land to which they were traditionally attached (or, alternatively, to sell the land and retain the rights). This is known as 'severance'. Rights which have been severed become 'rights held in gross' and may be freely bought and sold as an incorporeal asset.

Further, para 58 of the same explanatory note explained that “*non pro-rata apportionment is a form of severance*”. Effectively where rights were recorded in the register as attached to an area of land and that land and the rights were subsequently dealt with via a disposal in disproportionate shares then the rights were effectively severed from the land.

The case law provides clarity on the matter of historic severance. The effect of registering quantified rights under the 1965 Commons Registration Act meant that those rights were then capable of being severed.

Para 5 of Schedule 3 to the Commons Act 2006 provided that there may be regulations introduced covering “what is or is not to be regarded as a severance of a right of common”. This manifested itself in Regulation 41(3) of the Regulations which states :-

41(3) A right of common attached to land is not to be treated as having been severed from that land in consequence of a qualifying event, unless the determining authority is satisfied that the severance was lawful and –

(a) there is documentary evidence showing that the parties to the transaction or disposition which is a qualifying event intended the transaction or disposition to have the effect of severing the right of common;

or

(b) there is evidence that the right of common has been treated since the qualifying event as having been severed.

Consequently where an application includes (in accordance with para 19(3) of Schedule 4 of the Regulations) cogent documentary evidence showing an intention to sever rights and having been “*treated*” as severed then it is justified in amending its register to account for that.

The timeline of transactions set out in para 3.3 above provides documentary evidence that the 551 rights originally registered as attached to several parcels of land were disproportionately disposed of into four separate lots during 1972 as shown in **Appendix 3**. Since that time the rights have been transferred, some with land and some without. One transfer has resulted in the register being amended in 2004 to show them as rights held in gross and these rights have since been transferred again (see Register pages right entry 21 and 22 at the end of **Appendix 2**). With regard to the applicant’s rights he was transferred the rights as part of his father’s estate and has since let those rights to his brother to exercise and claim payments for.

“Gadsden & Cousins on Commons and Greens”, a leading publication on commons legislation suggests that caution should be exercised by a CRA when considering an application to record an alleged historic severance where an application is “*disputed by a person having an interest in the land*”. There is no such dispute in this case – the only objection having been raised by the Open Spaces Society which has pointed out it has no interest in the land. Indeed the current owner of the common land, Gunnerside Estate, expressed no objection to this application (see **Appendix 4**). The CRA has received several applications from the Gunnerside Estate recently who appear to have a clear knowledge of those exercising rights over Birkdale Common and so how rights are being treated.

This particular common land unit clearly has been subject to a complicated set of events but it is clear that in 1972 the rights and land registered at right entry 7 were disproportionately apportioned and further transferred, in some cases entirely separate to the land.

Consequently, this test is met by the application.

5.4 Schedule 4 paragraph 19 of the Regulations: -

19(1)a and 19(2)a: Proof of capacity to apply :-

At Section 4 the Applicant states that he is entitled to apply to record a historic event as he is the owner of the rights exercisable over Birkdale Common. This is evidenced by a Will dated 5 October 2004 which bequeathed the rights exercisable over Birkdale Common from John Alderson, the Applicant's father to the Applicant along with a disproportionate amount of property. The Applicant has also submitted a Land Registry Title document to show his ownership of the bequeathed land, part of the land that the rights are attached to in right entry 20, following his father's death in 2015 **Appendix 6**.

Officers are satisfied that the Applicant has demonstrated his capacity to apply to amend the register.

19(3)(b)(ii): evidence that the right of common has subsequently been treated as severed: -

The Regulations provide that where an instrument does not express an unambiguous common intention by parties to sever rights then evidence that rights have been "treated as severed" should accompany an application. Whilst officers are satisfied that for the reasons given above there is an instrument that demonstrates a historic severance of rights took place they are also satisfied there is evidence that the rights concerned have been treated as severed.

At Section 11, the Application provides that the remaining grazing rights left following the 1972 conveyances were exercised first by the Applicant's father and then by the Applicant's brother. The Applicant submitted a copy of the tenancy agreement between himself as owner (following his father's death) and his brother as tenant and Rural Payments Agency copy documents submitted by his brother concerning the 133 sheep grazing rights over Birkdale Common, listed in right entry 20; which your officers are satisfied demonstrate that all the grazing rights concerned were being exercised in relation to significantly less than the whole of the land originally registered (**Appendix 6**). In any case, for the reasons given earlier in this report, officers are satisfied the rights concerned had already been severed from land to which they were originally attached prior to the tenancy arrangement.

The Applicant's email dated 22 April 2019 summarizing how the rights have been exercised over the years is helpful and your officers have no reason to doubt its content (**Appendix 8**)

Although some of the evidence from the applicant is anecdotal, other related applications received since 1972 by the CRA show that the rights and land were disproportionally transferred and the rights continued to be treated as separate to the land. The acknowledgement of Gunnerside Estate, as owners of Birkdale Common with an active role in managing the land, in not objecting to this applicant further persuades that a severance has occurred. On the balance of probabilities officers are satisfied that the rights concerned have been treated as severed since 1972. This test is met by the application.

6.0 Financial Implications

- 6.1 There are no financial implications to the Council that ordinarily arise from its decision on the Application though it may incur costs in defending any legal challenge made to that decision. It is outside the Council's control whether or not any interested party attempts such a challenge.

7.0 Legal Implications

7.1 The mechanism for challenge by an aggrieved party to any decision reached by the County Council in this matter would be by Judicial Review.

8.0 Equalities Implications

8.1 Consideration has been given to the potential for any adverse equality impacts arising from the recommendation and an Equality Impact Assessment screening form is attached at **Appendix 11**.

9.0 Climate Change Implications

9.1 As the Application seeks to change the status of the grazing rights and not the merits or otherwise of making the change; a full climate change impact assessment is not required.

10.0 Conclusion

10.1 On the balance of probabilities, and for the reasons set out in this report, the legal tests as set out in Schedule 3, paragraph 2(b) of the Act and Schedule 4, paragraph 19 of The Regulations are met by the Application and that consequently the Application should be approved. However, it is not permitted for unquantified collection rights, in this case (the right of turbarry and to collect stones) that are traditionally attached to a dominant tenement, to be severed. The Land Registry Title document submitted by the Applicant shows that the main dwelling as originally registered is not in the ownership of the Applicant. Therefore, the right of turbarry and the right to take away stones described as part of the registered rights in column 4 for right entry 20 shall remain in the register as attached to the land and registered in John and Margaret Alderson's name until such time as the CRA receives an application claiming those rights.

11.0 Recommendation

11.1 That subject to any comments Members may have, the following be proposed to the Chief Executive Officer for consideration under his emergency delated powers:-

the application is approved on the grounds set out in this report.

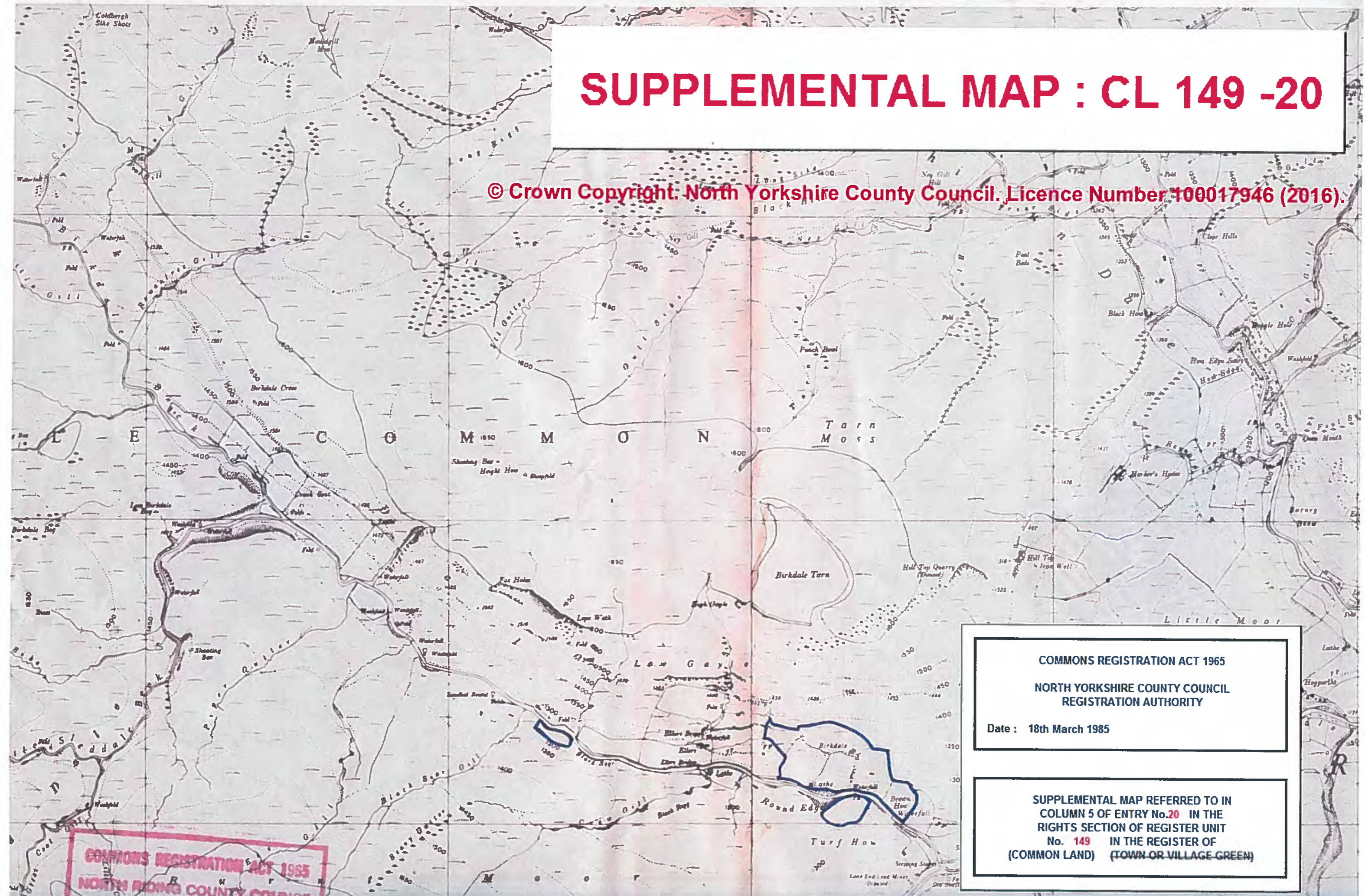
KARL BATTERSBY
Corporate Director - Business and Environmental Services

Author of Report: Jayne Applegarth

Background Documents: Application case file held in Commons Registration, Network Information and Compliance – Business and Environmental Services

SUPPLEMENTAL MAP : CL 149 -20

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COMMONS REGISTRATION ACT 1965
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
Date : 18th March 1985

SUPPLEMENTAL MAP REFERRED TO IN
COLUMN 5 OF ENTRY No.20 IN THE
RIGHTS SECTION OF REGISTER UNIT
No. 149 IN THE REGISTER OF
(COMMON LAND) (TOWN OR VILLAGE GREEN)

Commons Act 2006: Schedule 3

Application to amend the register to record an historic event**This section is for office use only**

Official stamp

COMMONS ACT 2006
 NORTH YORKSHIRE COUNTY COUNCIL
 REGISTRATION AUTHORITY
 DATE - 9 OCT 2018

Application number

CA14 045

Register unit number
 allocated at registration
 (for new common land
 only)

Applicants are advised to read 'Part 1 of the Commons Act 2006: Guidance to applicants' and to note:

- Applicants should complete boxes 1–7 and 9-12, unless the application is to register an apportionment in which case box 8 should be completed and box 7 omitted.
- There is generally a restriction on the persons who can apply under Schedule 3 to the Commons Act 2006.
- An application under Schedule 3 must relate to an historic event which occurred after 2 January 1970 but before the day on which Schedule 3 commenced in your area (ask the registration authority) but which has not been recorded in the register of common land or town or village greens.
- You will be required to pay a fee for your application unless it is submitted during the transitional application period. Ask the registration authority for details. You would have to pay a separate fee should your application be referred to the Planning Inspectorate after the transitional application period has elapsed.

Note 1

Insert name
 of commons
 registration
 authority.

Ask the registration
 authority when
 the transitional
 application period
 ends.

1. Commons Registration Authority

To the:

Nycc

Tick the box to confirm that you have:

enclosed the appropriate fee for this application:

have applied during the transitional application period, so no fee has been
 enclosed:

Note 2

If there is more than one applicant, list all their names and addresses in full. Use a separate sheet if necessary. State the full title of the organisation if the applicant is a body corporate or an unincorporated association. If you supply an email address in the box provided, you may receive communications from the registration authority or other persons (e.g. objectors) via email. If box 3 is not completed all correspondence and notices will be sent to the first named applicant.

Note 3

This box should be completed if a representative, e.g. a solicitor, is instructed for the purposes of the application. If so, all correspondence and notices will be sent to the person or firm named here. If you supply an email address in the box provided, the representative may receive communications from the registration authority or other persons (e.g. objectors) via email.

2. Name and address of the applicant

Name:

Steven Alderson

Postal address:

20 Ryleyfield Road.
MILNTHORPE, Cumbria

Postcode LA7 7PT

Telephone number:

Fax number:

E-mail address:

3. Name and address of representative, if any

Name:

Firm:

Postal address:

Postcode

Telephone number:

Fax number:

E-mail address:

Note 4

For further details of the requirements of an application, including the persons who are entitled to apply in respect of each provision, refer to paragraphs 15, 16, 17, 18, 19, 20 or 21 of Schedule 4 to the Commons Registration (England) Regulations 2014.

4. Basis of application for registration and qualifying criteria

Describe the capacity in which you are entitled to apply — see note 4 (e.g. as person entitled to exercise right of common which has been varied):

I am entitled to apply as I am the owner.

Tick the box below which best describes why you are applying under Schedule 3:

- creation of a right of common:
- surrender or extinguishment of a right of common:
- variation of a right of common:
- apportionment of a right of common:
- severance of a right of common:
- transfer of a right of common in gross:
- statutory disposition affecting the commons registers:

In which month and year did the event above take place?

1972.

Register unit number (not required for creation of right of common):

CL 149

Rights entry number (not required for creation of a right of common nor for statutory dispositions which do not affect rights of common):

20

Note 5

This box is to identify the common over which the right previously created has become exercisable. It should be completed only if your application is to register a right of common or vary a right because it has become exercisable over new land. The accompanying Ordnance map must be at a scale of at least 1:2,500, or 1:10,560 if the land is wholly or predominantly moorland, and show the land by means of distinctive colouring within an accurately identified boundary.

5. Description of the land over which the right is exercisable

Name by which the land is usually known:

Location:

Tick the box to confirm that you have attached an Ordnance map of the land:

Note 6

This box should be completed only where the historic event relates to a right which is attached to land. This would include: creation of a right (unless the right of common is held in gross); surrender of a right; variation of a right; and severance of a right, in which case you must supply an Ordnance map of the dominant tenement to which the right is attached. The map must be at a scale of at least 1:10,560 and show the land by means of distinctive colouring within an accurately identified boundary. This requirement also applies to apportionments but the map must show the whole of the dominant tenement before the apportionment and the part of the land to which the right was attached following the apportionment. Give a grid reference or other identifying detail to enable the land to be located. If available please also give the Land Registry title number.

6. Description of the land to which the right is attached, if relevant

Name by which the land is usually known:

Birtdale Farm

Location:

NYK 434 627

Tick the box to confirm that you have attached a Ordnance map of the land:

Note 7

Describe the amendment to be made to the register.

7. Description of the historic event to be registered (except apportionment)

Small Feild on map to the West was sold in 1972.

Tick this box if your application relates to a right of common held in gross:

Note 8

If you are applying to register an apportionment you must submit a separate 'primary' application along with this application. A primary application can be made where only part of the apportioned right attached to land has been surrendered, extinguished, varied, severed from the land to which it was attached, or is the subject of a statutory disposition.

8. Details of the apportionment

Specify the name and address of the owner of the land to which is attached the part of the right of common which is the subject of the primary application:

Specify the rateable apportionment of the right (i.e. the quantity of the right which attaches the relevant land following the apportionment):

If the right is to be apportioned otherwise than rateably, explain the basis for that claim and state which evidence you have provided which corroborates that claim:

Note 9

List all supporting documents (deeds or other legal documents) and maps accompanying the application, or primary application if relevant. This includes evidence of your capacity to apply and copies of any relevant instrument giving effect to the event to be registered. There may be further evidential requirements: see the Guidance. There is no need to submit copies of documents issued by the registration authority or to which it was a party but they should still be listed. Use a separate sheet if necessary.

Note 10

A test of fairness does not apply during the transitional period (ask the registration authority whether it currently applies). If you apply after that period you must explain why, taking into account the effect of your application and any persons affected by it, it would be fair for the registration authority to amend the register.

9. Supporting documentation

Register Pages and maps.

CL149

Right entry 20.

10. Fairness test

<p>Note 11 List any other matters which should be brought to the attention of the registration authority (in particular if a person interested in the land is expected to challenge the application for registration). Full details should be given here or on a separate sheet if necessary.</p>	<p>11. Any other information relating to the application</p> <div style="border: 1px solid black; padding: 10px; min-height: 150px;"> <p>All Rights have been continued to be exercised by my Father until his Death. And since, all Rights have been exercised after by my tenant Peter Alderson.</p> </div>
<p>Note 12 The application must be signed by each individual applicant, or by the authorised officer of an applicant which is a body corporate or an unincorporated association.</p>	<p>12. Signature</p> <p>Date: <div style="border: 1px solid black; padding: 5px; display: inline-block;">8, 10, 2018</div></p> <p>Signatures: <div style="border: 1px solid black; height: 100px; width: 100%;"></div></p>

REMINDER TO APPLICANT

You are responsible for telling the truth in presenting the application and accompanying evidence. You may commit a criminal offence if you deliberately provide misleading or untrue evidence and if you do so you may be prosecuted.

You are advised to keep a copy of the application and all associated documentation.

Data Protection Act 1998

The application and any representations made cannot be treated as confidential. To determine the application it will be necessary for the commons registration authority to disclose information received from you to others, which may include other local authorities, Government Departments, public bodies, other organisations and members of the public.

A copy of this form and any accompanying documents may be disclosed upon receipt of a request for information under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000.

NOTE: This section contains the registration of every right of common registered under the Act as exercisable over the whole or any part of the land described in the land section of this register unit.

Register of COMMON LAND

COMMONS REGISTRATION ACT 1965
NORTH RIDING COUNTY COUNCIL
REGISTRATION AUTHORITY
21 JUL 1970
Date.....

Register unit No. C.L. 149
Edition No.

See Overleaf
for Notes

RIGHTS SECTION—Sheet No. 1

1	2	3	4	5
No. and date of entry	No. and date of application	Name and address of every applicant for registration, and the capacity in which he applied	Particulars of the right of common, and of the land over which it is exercisable	Particulars of the land (if any) to which the right is attached
1 28th June, 68 (See Entry No. 11 below)	564 28th Mar. 68	John Clarkson Whitehead, Firs Farm, Keld, Richmond. Owner. (See Entry No. 16 Below)	The right - (a) to graze 220 ewes, 80 hogs, 5 cattle and 1 horse; (b) of turbary, over the whole of the land comprised in this register unit. (Registration Provisional) (Registration Provisional)	All that farm known as Ellers Farm, in the Parish of Muker, as shown hatched red on the supplemental maps bearing the number of this register unit.
2 28th June, 68 (See Entry No. 11 below)	565 28th Mar. 1968	John Clarkson Whitehead, Firs Farm, Keld, Richmond. Tenant.	The right to graze 250 ewes, 75 hogs, 1 horse and 5 cattle and 1 horse over the whole of the land comprised in this register unit. (Registration Provisional)	All that farm known as Firs Farm, in the Parish of Muker, as shown edged brown on the supplemental maps bearing the number of this register unit.
3 28th June, 68 (See Entry No. 10 below)	566 27th May, 1968	David Campbell, Ravenseat, Keld, Richmond. Tenant.	The right to graze 236 ewes and 80 hogs over the whole of the land comprised in this register unit. (Registration Provisional) (Registration Provisional)	All that land known as Ravenseat, in the Parish of Muker, as shown coloured green on the supplemental map bearing the number of this register unit.
4 28th June, 68 (See Entry No. 10 below)	567 27th May, 1968	Christopher Alderson, Black Howe Farm, Keld, Richmond. Tenant.	The right to graze 350 ewes, 110 hogs, 6 cattle and 1 horse, over the whole of the land comprised in this register unit. (Registration Provisional)	All that farm known as Black Howe Farm, in the Parish of Muker, as shown edged yellow on the supplemental maps bearing the number of this register unit.
5 28th June, 68 (See Entry No. 10 below)	568 28th Mar. 68	George Calvert, Hoggatha, Keld, Richmond and Thomas Calvert and William Calvert, Thornes, Muker, Richmond. Tenants.	The right to graze 420 ewes, 140 hogs, 1 horse, and 7 cattle (May June and July only), and the right of turbary over the whole of the land comprised in this register unit. (Registration Provisional)	All that land, in the Parish of Muker, as shown edged red on the supplemental map bearing the number of this register unit.
6 28th June, 68 (See Entry No. 10 below)	569 28th Mar. 68	James Alderson, Stonehouse Farm, Keld, Richmond. Tenant. (See Entry No. 16 Below) (Registration modified)	The right to graze 500 sheep or hogs, 2 horses and 10 cattle (for 10 weeks), and the right of turbary, over the whole of the land comprised in this register unit. (Registration Provisional) (Registration provisional)	All that land, in the Parish of Muker, as shown edged red on the supplemental map bearing the number of this register unit.
		Register Amendment: Entry No. 6 above is replaced by Entry NO. 23 below		

Register of COMMON LAND

COMMONS REGISTRATION ACT 1965
NORTH RIDING COUNTY COUNCIL
REGISTRATION AUTHORITY
 Date.....**19 JUN 1970**

Register unit No. C.L.149

Edition No.

See Overleaf
for Notes

RIGHTS SECTION—Sheet No. 2

1 No. and date of entry	2 No. and date of application	3 Name and address of every applicant for registration, and the capacity in which he applied	4 Particulars of the right of common, and of the land over which it is exercisable	5 Particulars of the land (if any) to which the right is attached
7 28th June, 1968	570 28th Mar.68	John Alderson, Hill Top, Keld Richmond and Margaret Alderson, Rose Cottage, Keld, Richmond. Owners.	The right to graze 400 ewes, 10 cattle, 140 hogs, and 1 horse, the right of turbary, and the right to take away stones over the whole of the land comprised in this register unit.	All those pieces of land known as Harkers Moor and Hill Top in the Parish of Harker, as shown edged blue on the supplemental maps bearing the number of this register unit.
8 13th Aug.69	1610 13th May,68	(ENTRY NO. 7 ABOVE IS REPLACED BY ENTRY NOS. 14 AND 15 BELOW) Dorothy Wilson, The Delves, Winton near Kirkby Stephen. Owner. Alan Hutchinson Bell, Thringill, Farm, Nateby, Kirkby Stephen. Tenant. (See Entry No. 16 Below)	(Registration Provisional) To (a) graze 40 ewes and 16 hogs or ⁶ 5/10ths cows (b) cut and take away peat or turf for use in connection with the holding (c) to quarry stone in connection with the holding; over the whole of the land comprised in this register unit.	Black Scaur Pasture shown edged red on the supplemental map bearing the number of this register unit.
9 20th May, 70	1751 19th Dec. 1969	George William Whitehead and Mary Alice Clarkson, Pry House, Keld, Richmond. Tenants.	To graze 450 sheep and 4 cows and 1 horse and to take top stones for own use and to cut and take rushes over the whole of the land comprised in this register unit. (Registration Provisional)	Pry House, Keld shown edged red on the supplemental map bearing the number of this register unit.
10 26th Feb.71			The registrations at Entries Nos. 3, 4, ⁸ 5 and above being undisputed, became final on the 1st October, 1970.	
11 7th August,73			The registrations at Entries Nos. 1 & 2 above being undisputed became final on the 18th October, 1971.	
12 7th August,73			The registration at Entry No. 9 above being undisputed became final on the 1st August, 1972.	

(See entry
No. 12 below)

Register of COMMON LAND

Register unit No. C.L. 149

Edition No.

REPLACEMENT SHEET

See Overleaf
for Notes

RIGHTS SECTION—Sheet No. 3

7/74 7140 196423 5m H&S(P)Ltd Gp841

1 No. and date of entry	2 No. and date of application	3 Name and address of every applicant for registration, and the capacity in which he applied	4 Particulars of the right of common, and of the land over which it is exercisable	5 Particulars of the land (if any) to which the right is attached
13 7th April, 1982		REGISTRATION AMENDMENT: Entry No. 7 above is replaced by Entry Nos. 14	and 15 below (See Commons Commissioner's Decision dated 25th October, 1982)	
14 7th April, 1982	N.Y. 83 29th Oct. 1981	George William Whitehead, Birk Hill View, Keld. (See Entry No. 17 Below)	The right to graze 270 ewes, 10 cattle, 100 hogs and 1 horse, the right of turbary, and the right to take away stones over the whole of the land comprised in this register unit.	All those pieces of land known as Harkers Home and Hill Top in the Parish of Muker, as shown edged blue on the supplemental map bearing the number 7 of this register unit.
15 7th April, 1982	N.Y. 83 29th Oct. 1981	Clifford Harker and Jane Harker, Pry House, Keld.	The right to graze 130 ewes and 40 hogs, over the whole of the land comprised in this register unit.	Crooked Seal, Keld, formerly part of Hill Top, Muker as shown edged and hatched blue on the supplemental map bearing the number 7 of this register unit.
16 13th April, 1983		In pursuance of Section 6(2) of the Commons Registration Act 1965 and in accordance with a Notice of Final Disposal of Disputed Registration, dated 23rd February, 1983 made by G. D. Squibb, Chief Commons Commissioner, the registrations at Entry Nos. 1 and 8 above became FINAL on the 31st December, 1982 and the registrations at Entry Nos. 6 and 7 became FINAL on the same date with the following modifications - Entry No. 6, namely substitution of the figure "450" for the figure "500" and the substitution of the words "(the cattle for 10 weeks only)" for the words "(10 weeks)". Modifications for Entry No. 7, See Commons Commissioner's Decision, dated 25th October, 1982) Ref: 263/D/289		
17 18/3/85		REGISTRATION AMENDMENT: Entry No. 14 above is replaced by Entry Nos. 18, 19 and 20		
18 18/3/85	NY.191 18/12/84	George Calvert, Hoggarth Farm, Keld, Richmond, North Yorkshire.	The right to graze 65 ewes and 25 hogs, over the whole of the land comprised in this register unit. (Registration amendment)	Land known as Harker House, Swaledale and two pieces of land being part of Crooked Seal, Hill Top, Keld, shown edged blue on the supplemental map bearing the number of this unit.
19 18/3/85	NY.190 22/1/85	Margaret Whitehead and Ken- neth Whitehead, Fins Farm, Keld, Richmond, North Yorkshire.	The right to graze 110 ewes and 30 hogs, over the whole of the land comprised in this register unit. (Registration amendment)	Several pieces of land at Hill top, Keld, shown edged blue on the supplemental map bearing the number of this unit.
20 18/3/85	NY.191 & NY.190 18/12/84 & 22/1/85 RESP.	John Alderson, Hill Top, Keld, Richmond and Margaret Alderson, Rose Cottage, Keld, Richmond.	The right to graze 95 ewes, 10 cattle, 38 hogs and 1 horse, the right of turbary and the right to take away stones over the whole of the land comprised in this register unit. (Registration amendment)	All those pieces of land, in the Parish of Muker, shown edged blue on the supplemental map bearing the number of this unit.

C.R.

Form 3 COMMONS REGISTRATION ACT 1965

NOTE

This section contains the Registration of every Right of Common registered under the Act as exercisable over the whole or any part of the land described in the land section of this Register Unit

Registration Authority
NORTH YORKSHIRE COUNTY COUNCIL

REGISTER OF COMMON LAND

Register Unit No CL 149
Edition No 2

RIGHTS SECTION – Sheet No 4

1. No and date of entry	2. No and date of application	3. Name and address of every applicant for registration, and the capacity in which he applied	4. Particulars of the right of common and of the land over which it is exercisable	5. Particulars of the land (if any) to which the right is attached
Register Amendment : Entry No 21 below replaces Entry No 15 above				
21 31 August 2004	CNS 124 30 May 2004	Elenore Alderson Hope House Keld, Richmond North Yorkshire DL11 6LL Rachel Margaret Hall Bridge End Keld, Richmond North Yorkshire DL11 6D2 Edward Richard Dawson Johnson Market Place, Hawes North Yorkshire DL8 3QS	The right to graze 130 ewes and 40 hogs, over the whole of the land comprised in this register unit	The rights are held in gross
Register Amendment: Entry No 21 above is replaced by Entry No 22 below				
Register Amendment: Entry No 22 below replaces Entry No 21 above				
22 6 January 2014	CNS 383 24 September 2013	Benjamin Edward Hall Bridge End Keld Richmond North Yorkshire DL11 6DZ	The right to graze 130 ewes and 40 hogs, over the whole of the land comprised in this register unit.	The rights are held in gross.

NOTE This section contains the Registration of every Right of Common Registered under the Act as exercisable over the whole or any part of the land described in the land section of this Register Unit

Registration Authority
NORTH YORKSHIRE COUNTY COUNCIL

REGISTER OF COMMON LAND

COMMONS ACT 2006
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
18 OCT 2017
DATE.....

Register Unit No CL 149
Edition No 1

RIGHTS SECTION – Sheet No 5

See Overleaf for notes

1. No and date of entry	2. No., date and cause of application	3. Name and address of every applicant for registration or amendment, and the capacity in which they applied	4. Particulars of the right of common and of the land over which it is exercisable	5. Particulars of the land (if any) to which the right is attached or details of the owner of any right held in gross.	6. Declaration of entitlement to right and details of the right claimed
23 18 October 2017 (see entry 6)	CA15 043 2 August 2017 regulation 43 of the Commons Registration (England) Regulations 2014	John George Hall and Benjamin Edward Hall, Bridge End, Keld, Richmond, North Yorkshire DL11 6DZ Tenants Declarants	The right to graze 450 sheep or hogs, 2 horses and 10 cattle (the cattle for 10 weeks), and the right of turbary over the whole of the land comprised in this Register Unit.	All that land in the Parish of Muker, as shown edged red on the Supplemental Map bearing the number of this Register Unit.	The applicants claim the right to graze 450 sheep or hogs, 2 horses and 10 cattle (the cattle for 10 weeks), and the right of turbary over the whole of the land comprised in this Register Unit.

C.R.

Form 4 COMMONS REGISTRATION ACT 1965

NOTE

This section contains the Registration of every person registered under the Act as owner of any land described in the land section of this register unit. It does not contain any registration in respect of land of which the freehold is registered under the Land Registration Acts 1925 and 1936, but the absence from this section of a registration in respect of any land described in the land section does not necessarily indicate that the freehold of that land is registered under those Acts.

Registration Authority

NORTH YORKSHIRE COUNTY COUNCIL

Register Unit No CL 149

Edition No 2

REGISTER OF COMMON LAND

OWNERSHIP SECTION – Sheet No 1

COMMONS ACT 2006
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
16 JUN 2017
DATE

See Overleaf
for Notes

1. No and date of entry	2. No and date of application	3. Name and address of person registered as owner	4. Particulars of the land to which the registration applies
1. 21 st June 1968 (see entry 2) (see entry 3)	749 19 th February 1968	The Right Hon. Arthur William Ashton Earl Peel Hynning near Garnforth, Lancs.	All the land comprised in this register unit.
2. 26 th February 1971	The Registration at Entry No.1 above	being undisputed, became final on the 1 st October 1970	
3. 16 th June 2017	N/A	The registration at Entry No. 1 above was deleted. See notes to entry No. 1 overleaf.	All of the land comprised in this register unit.

No and date of note	Notes	No and date of note	Notes
1. 10 th June 2017	The registration at entry No. 1 overleaf has been deleted under paragraph 8(2) of Schedule 3 to the Commons Act 2006, the freehold estate in the land to which it applied having been registered under the Land Registration Act 2002, with title number NYK162725.		

Transfer of acreage and rights

Original Right Entry 7 consisted of approximately 125 acres with 400 ewes, 10 cattle, 140 hogs and 1 horse, a total of 551 grazing rights attached.

Please refer to the supplemental map for Right Entry 7(below) to assist in assessing the reallocation of grazing rights:

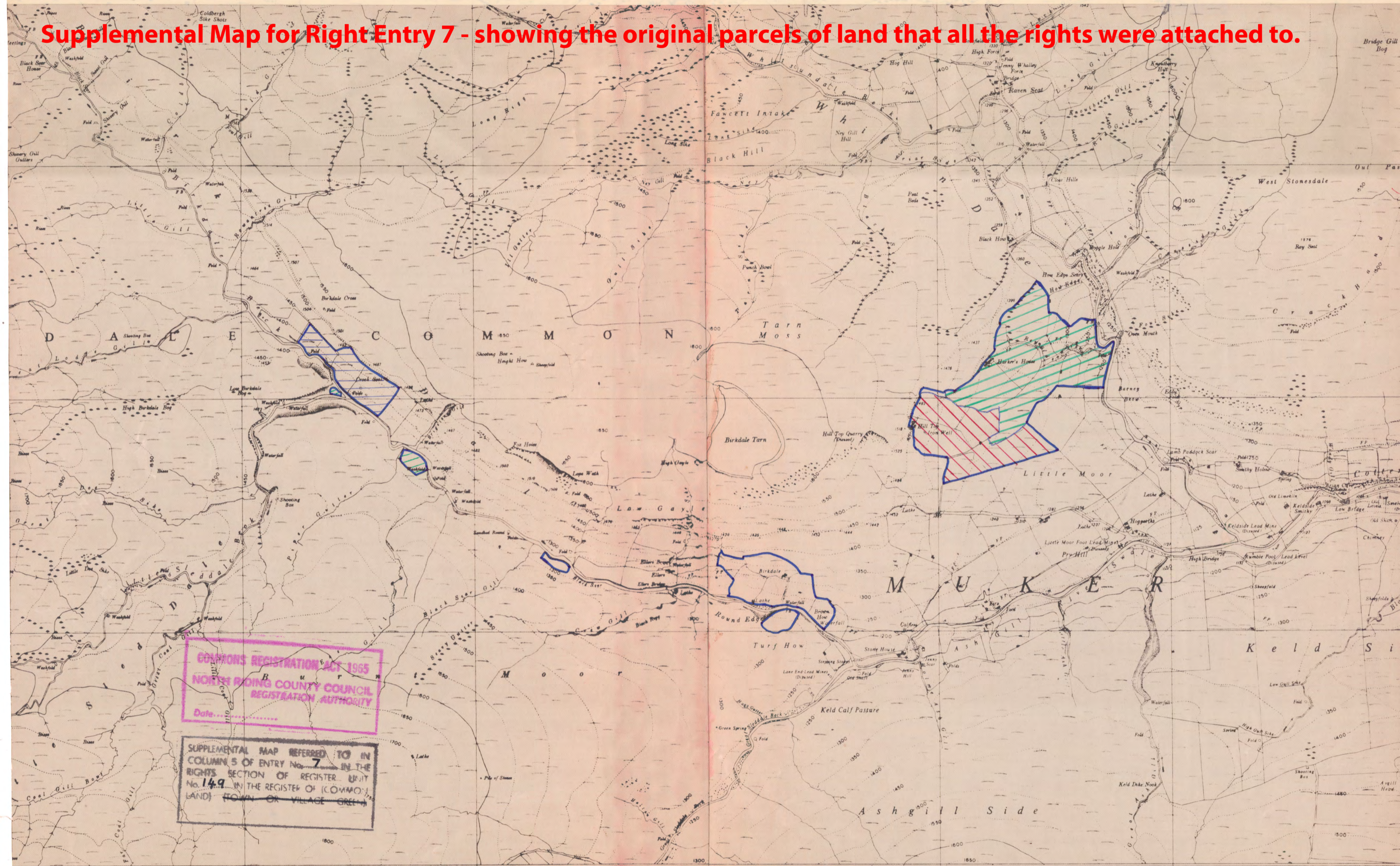
19 June 1972 Margaret Alderson sold the land hatched red (Right Entry 19), approximately 32 acres. This entitled the purchaser on a pro rata basis to approximately 102 ewes, 2.5 cattle, 36 hogs and 0.2 horse. What was actually transferred was 110 ewes and 30 hogs.

4 August 1972 Margaret Alderson sold the land hatched blue (Right Entry 15), approximately 13.6 acres. This entitled the purchaser to approximately 43.5 ewes, 1 cattle, 15 hogs and 0.1 horse. What was actually transferred was 130 ewes and 40 hogs.

21 August 1972 John and Margaret Alderson sold the three parcels of land hatched green (Right Entry 18), approximately 56 acres in total. This entitled the purchaser to approximately 179 ewes, 4 cattle, 63 hogs and 0.4 horse. What was actually transferred was 65 ewes and 25 hogs.

The Aldersons retained the rest of the land edged but not hatched blue (Right Entry 20) with the rights to graze 95 ewes, 10 cattle, 38 hogs and 1 horse. Although the applicant believes that the small parcel of land edged blue in the centre of the plan must also have been sold in 1972 but without any rights, as has never had ownership of this land and can't recall it ever being part of the land that his father and brother farmed. In addition, the CRA records show no application claiming any grazing rights for that parcel of land.

Supplemental Map for Right Entry 7 - showing the original parcels of land that all the rights were attached to.



COLLINS'S REGISTRATION ACT 1965
NORTH RIDING COUNTY COUNCIL
REGISTRATION AUTHORITY
Date

SUPPLEMENTAL MAP REFERRED TO IN
COLUMNS OF ENTRY No. 7 IN THE
RIGHTS SECTION OF REGISTER UNIT
No. 149 IN THE REGISTER OF (COMMON
LAND) TOWN OR VILLAGE (GREEN)

From: Linda Rukin <
Sent: 23 October 2018 15:58
To: commons Registration
Cc: Dick Murphy
Subject: FW: APPLICATION NOTICE FOR CA14 045 - BIRKDALE COMMON (CL149)
Attachments: 2018-10-15 FROM NYCC - Notice Letter Owner.pdf; Notice of application CA14 045 to amend the register to record an historic event (CL149).pdf

Follow Up Flag: Follow up
Flag Status: Completed

Dear Tracey

Following our discussion, I can confirm the Estate have received the notices for applications CA14 045 and CA10 018 and have no objections to either.

Kind regards

Linda

From: commons Registration [<mailto:commons.Registration@northyorks.gov.uk>]
Sent: 16 October 2018 08:48
To: Dick Murphy <
Subject: APPLICATION NOTICE FOR CA14 045 - BIRKDALE COMMON (CL149)

Good Morning

Please find attached a copy of notice regarding an application to amend the register to record an historic event over Birkdale Common (CL149).

Kind regards

Tracey Taylor
Commons Registration Assistant
Tel. 01609 532364
Commons.Registratration@northyorks.gov.uk

Access your county council services online 24 hours a day, 7 days a week at
www.northyorks.gov.uk.

WARNING

Any opinions or statements expressed in this e-mail are those of the individual and not necessarily those of North Yorkshire County Council.

From: Tracey Taylor <
Sent: 19 February 2019 10:36
To: commons Registration
Cc: Tracey Taylor
Subject: FW: RE: Severance CA14 045: 4 December

-----Original Message-----

From: Hugh Craddock [mailto:
Sent: 19 November 2018 10:00
To: commons Registration [mailto:commons.Registration@northyorks.gov.uk]
CC: Christine Hunter [mailto:
Subject: RE: Severance CA14 045: 4 December

Dear Tracey

Thank you for notice of application CA14 045 in respect of the registration of historical severance of the rights registered at entry 20 in relation to Birkdale common. The society has no legal interest in the land affected.

The society objects to the application, on the grounds that no evidence has been adduced that the rights have been severed. As we understand it, the land at Black Scar was alienated from the remainder of the land identified as the dominant tenement for right 20. However, if so — and no evidence of the 1972 transaction has been submitted — the effect is merely that the right at entry 20 has been apportioned (at common law, albeit not on the register), and the owner of the small field near Black Scar is now entitled to exercise the part of the right attached to that land.

If, however, the applicant's case is that, by virtue of the whole of right 20 having continued to be exercised by the owner of the remainder of the land (notwithstanding the alienation of the small field at Black Scar), no evidence has been submitted of those facts. Evidence would be needed that the whole of the rights had been exercised to capacity since 1972 (the small field near Black Scar appears, at a guess, to represent less than 5% of the area of the dominant tenement, and therefore there must be consistent exercise of more than 95% of the rights since 1972: again, no evidence is submitted to address this critical question).

Moreover, we very much doubt whether those facts (if they are correctly understood) can give rise to the entire severance of right 20 — at worst, it seems likely that the effect is to sever those rights which were attached to the small field at Black Scar, and to leave attached the balance of the rights attached to the land at Birkdale. If it were as the applicant appears to contend, there can hardly be a right of common left in the country which has not become severed owing to the disposal of some small, perhaps tiny, part of the dominant tenement (perhaps for residential development), where the vendor has continued to exercise the whole of the rights of common (of which a small part was attached to the land disposed of). This would be entirely contrary to the intention of s.9 of the Commons Act 2006 in seeking to prohibit the severance of rights of common.

In any case, as the application stands, the application is lacking detailed evidence.

We also note that a part of right 20 relates to a right to take stone from the common, and such a right, being unquantified, is incapable of severance.

regards

Hugh

*Hugh Craddock
Case Officer
Open Spaces Society*

Commas Registration

REF CA14 045/SA
73233

Hello Jayne
As my phone call
on Monday here is
some Documents
which maybe of
help in my
application
Thanks Steven Abasou

14/8

DATED 21st August 1972

MR. J. ALDERSON & MRS. M. ALDERSON

- to -

MR. G. CALVERT -

Conveyance

of Harker House Farm, Swaledale and part
Crooked Seal at Hill Top Keld in the North
Riding of the County of York

Hunton & Garget,
RICHMOND, Yorks.

PD

PRODUCED BY FINANCE

29-8-72 N E B 0005

INLAND REVENUE

SHAW & SONS LTD.,
SHAWAY HOUSE,
LONDON, S. E. 26.

This Conveyance

is made the

Twenty first day of *August* One thousand nine hundred and seventy two BETWEEN JOHN ALDERSON of Beck Foot Farm Howgill Sedbergh in the County of York Farmer (hereinafter called "the first Vendor") of the first part MARGARET ALDERSON of Rose Cottage Keld in the North Riding of the said County of York (hereinafter called "the second Vendor") of the second part and GEORGE CALVERT of Hoggarth Farm Keld aforesaid (hereinafter called "the Purchaser") of the third part _____

W H E R E A S:-

- (1) The first Vendor is seised of the property described in the first Schedule hereto for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances _____
- (2) The second Vendor is seised of the property hereinafter described in the Second Schedule for an estate in fee simple in possession free from incumbrances _____
- 3. The first and second Vendor have agreed with the Purchaser for the sale of the said properties described in the First and Second Schedule hereto at the price of One thousand Six hundred pounds _____

NOW THIS DEED WITNESSETH as follows:-

I. IN pursuance of the said agreement and in consideration

of the sum of One thousand six hundred pounds paid by the Purchaser to the first and second Vendors (the receipt whereof the first and second Vendors hereby respectively acknowledge) the first Vendor as beneficial owner hereby conveys unto the Purchaser ALL THAT property described in the First Schedule hereto and the second Vendor hereby conveys and assigns unto the Purchaser ALL THAT property described in the Second Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT as the property first described as is mentioned in the First Schedule and SUBJECT ALSO to such manorial and other rights as have not been extinguished by compensation agreement_____

2. WITH the object and intent of affording to the first Vendor a full and sufficient indemnity but not further or otherwise the Purchaser hereby covenants to perform and observe the covenant as to fencing mentioned in the First Schedule hereto and keep the first Vendor and his estate indemnified in respect of all future claims in respect thereof_____

3. THE second Vendor hereby acknowledges the right of the Purchaser to production and delivery of copies of the documents specified in the Third Schedule hereto and undertakes with the Purchaser for the safe custody of the same_____

4. 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

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respectively
owner hereby
described
Vendor hereby
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consideration exceeds the sum of Five thousand



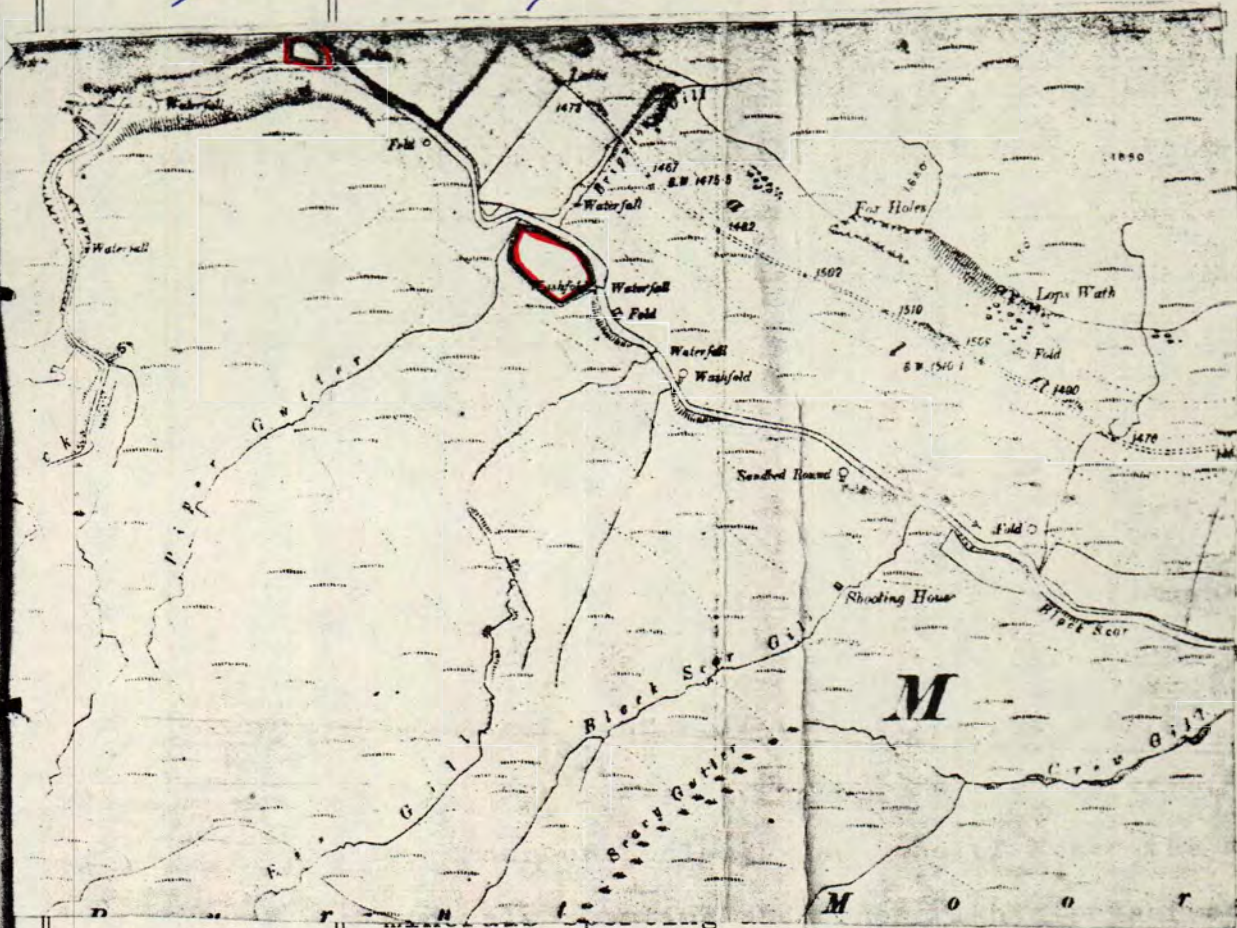
part _____
THE SECOND SCHEDULE above referred to

s paid by
(the receipt

consideration exceeds the sum of Five thousand
hundred pounds _____

IN WITNESS whereof the parties hereto have
hereunto set their hands and seals the day and
first before written _____

THE FIRST SCHEDULE above referred



h the
ue of the

of Property Act 1922 and 1924 and not extinguish
a compensation agreement relating thereto dated
Thirty First day of December One thousand nine
and thirty five and made between Lingholm Trust
of the one part and William Innes Watson of the
part. _____

THE SECOND SCHEDULE above referred to

consideration exceeds the sum of Five thousand Five hundred pounds _____

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written _____

THE FIRST SCHEDULE above referred to ALL THAT farm known as Harker House Swaledale in the North Riding of the County of York as the same is for purposes of identification only more particularly coloured round with blue on the plan annexed hereto and which contains 53 acres 1 rood and 26 perches or thereabouts Subject to and with the benefit of the rights of way and other rights and covenant now used and enjoyed in connection with the dwellinghouse known as Harker House at Swaledale aforesaid and set out in a Conveyance dated the fourteenth day of August One thousand nine hundred and sixty five and made between the first Vendor of the one part and Gerald Pagano of the other part and SUBJECT to the rights of the Lords of Manor of Healaugh New Land of Muker the mines and minerals sporting and other rights preserved by the Law of Property Act 1922 and 1924 and not extinguished by a compensation agreement relating thereto dated the Thirty First day of December One thousand nine hundred and thirty five and made between Lingholm Trust Limited of the one part and William Innes Watson of the other part _____

THE SECOND SCHEDULE above referred to

FIRST ALL THOSE two pieces of land being part of Crooked Seal at Hill Top Keld in the said North Riding of York and which are for the purposes of identification only more particularly coloured round with red on the said plan annexed hereto and SECONDLY ALL THAT the right of the second Vendor to graze sixty five ewes and twenty five hogs on Birkdale Common_____

THE THIRD SCHEDULE above referred to

12th July, 1921 ADMITTANCE of this date made by the Special Court Baron and Customary Court of Francis Horner Lyell Lord of the Manor to John Alderson Junior

11th October, 1935 COMPENSATION AGREEMENT of this date made between the Lingholm Trust Limited of the one part and the said John Alderson of the other part

31st December, 1964 ASSENT of this date made between the first and second Vendors of the one part and the second Vendor of the other part

SIGNED SEALED and DELIVERED by)
the said JOHN ALDERSON in the)
presence of:-)

*Midland Bank Ltd
Kirkby Stephen
Bank Official*

SIGNED SEALED and DELIVERED by)
the said MARGARET ALDERSON in)
the presence of:-)

*4 Rose Cottage, Keld
Richmond Yorks.
Householder*

SIGNED SEALED and DELIVERED by)
the said GEORGE CALVERT in the)
presence of:±)

*Bank of Bank House.
Hawes, Yorks
Bank Manager*

M E Scott & Co

Haws

Receipt No

PRODUCED BY FINANCE ACT 1931

HAWES 17-7-12 E 28769

INLAND REVENUE

SHAW & SONS LTD.,
SHAWAY HOUSE,
LONDON, S.E.26.

This Conveyance

is made the Nineteenth
day of June One thousand nine

hundred and Seventy-two B e t w e e n MARGARET ALDERSON of Rose Cottage Keld near Richmond in the County of York Widow (hereinafter called "the Vendor") of the one part and JOHN CLARESON WILTEHEAD of Firs Farm Keld aforesaid Farmer (hereinafter called "the Purchaser") of the other part

W H E R E A S the Vendor is seised of the property hereinafter described in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and agreed to sell the same to the Purchaser at the price of NINE HUNDRED POUNDS

N O W THIS DEED W i t n e s s e t h as follows :-

1. In pursuance of the said agreement and in consideration of the sum of Nine hundred pounds paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT the property contained in the First Schedule hereto TO HOLD the same unto the Purchaser in fee simple subject to (a) the right of the owner for the time being of Hill Top House Keld aforesaid to build a septic tank with a line of pipes leading thereto in the field to the north of Hill Top House in such position as shall be determined by the local Sanitary Authority and to enter upon the said field which forms part of the property hereby conveyed for the purpose of repairing and maintaining the same the person exercising such right doing as little damage as may be in the exercise of such right and making good such damage and (b) the rights of the Lords of the Manor of Muker in the said County of York in or to mines and minerals and the sporting and other rights preserved by paragraph 5 of the Twelfth Schedule to the Law of Property Act 1922

2. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Second Schedule hereto and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the same

~~3. 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 Five thousand five hundred pounds~~

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written

THE FIRST SCHEDULE hereinbefore referred to ALL THOSE several closes or parcels of land situate at Hill Top Keld in the North Riding of the County of York containing Thirty acres or thereabouts

and for the purpose of identification only delineated on the plan hereto annexed and thereon edged red TOGETHER WITH the right to graze One hundred and ten ewes and Thirty hogs on Birkdale Common

THE SECOND SCHEDULE hereinbefore referred to

30th May	1888	Steward's Copy Admittance of John Alderson in respect of an undivided moiety of equal half part of and in property in the territories of Birkdale
30th May	1923	Steward's Copy Admittance of John Alderson Junior in respect of an undivided moiety or half part of property in the territories of Birkdale
15th November	1935	Compensation Agreement made between the Lingham Trust Limited of the one part and John Alderson of the other part
31st December	1964	Vesting Assent made by the Vendor and John Alderson in favour of the Vendor

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

*28, Horsemarket,
Barnard Castle.
Solicitor Clerk*

in hereto
One hundred

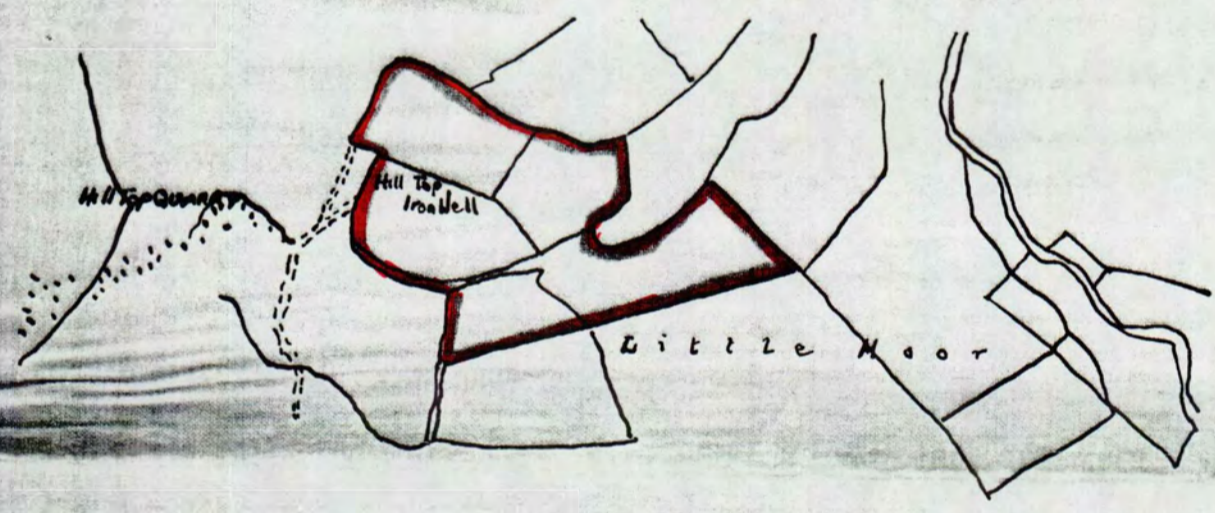
referred to
in respect
of and in
Junior in
part of

Lingholm
Alderson
John Alderson

The

PLAN REFERRED

To:-



DATED

19th June

1972

MRS. MARGARET ALDERSON

to

MR. JOHN C. WHITHEAD

Conveyance

of freehold closes of land situate
at Hill Top, Keld in the County of
York

Malcolm E. Scott & Son,
Leyburn, Yorkshire.

Dawson, Arnott & Pickering

Also under the style of MEIKLE, SKENE & CO.

SOLICITORS
COMMISSIONERS FOR OATHS

W. S. Skene, LL.B.
E. T. Amos, LL.B.
R. H. Langdon
R. A. Cola
D. J. Eleanor, LL.B.

J. Roberts, LL.B.
M. G. Wilson, LL.B.
L. A. Petterson, LL.B.
T. B. M. Farrell, LL.B.
M. J. Gregson, LL.B.

38 HORSEMARKET
BARNARD CASTLE
CO. DURHAM
DL12 8NA

Telephone
Teesdale (0833) 37107

Our ref: TBF/SAH

Your ref:

Date: 19th April, 1983

Mr. & Mrs. J. Alderson,
Beck Foot,
Howgill,
SEDBERGH,
Cumbria.

Dear Mr. & Mrs. Alderson,

Re: Commons Registration Act 1965
Birkdale Common, Muker

... We enclose herewith copy Notices of Registration from the Commons Commissioners relating to Birkdale Common, Muker.

Yours faithfully,
DAWSON, ~~ARNOTT~~ & PICKERING.

Commons Commissioners
4th Floor Golden Cross House Duncannon Street London WC2N 4JF

Telephone 01-214 -3004

Messrs. Dawson, A nott and Pickering
Solicitors
38 Horsemarket
Barnard Castle
Co. Durham DL12 8NA

Our reference 268/D/289

Date 08 APR 1983

Dear Sirs Mr and Mrs J Alderson

Commons Registration Act 1965

In accordance with Regulation 32 of the Commons Commissioners Regulations 1971, I enclose for your information a copy of a Notice to the Registration authority.

Yours faithfully

W. G. E. GEORGE (Miss)

Clerk of the Commons Commissioners

COMMONS REGISTRATION ACT 1965

Reference No. 268/D/289

Notice of Final
Disposal of
Disputed
Registration

IN THE MATTER OF Birkdale Common, Muker

To the North Yorkshire County Council

I HEREBY GIVE YOU NOTICE in pursuance of Section 6(2) of the Commons Registration Act
1965 that on 31st day of December 1982

the registration at Entry No 3 land 8 in the

Rights Section of Register Unit No CL.149

in the Register of Common Land maintained by you became
final

Given under my hand and seal this 20th day of February 1983

Chief Commons Commissioner



8

Correspondence
Relating to Rights
CL 147 in 1983
IF helpful.

COMMONS REGISTRATION ACT 1965

Reference No. 268/D/289

Notice of Final
Disposal of
Disputed
Registration

IN THE MATTER OF Birkdale Common, Muker

To the North Yorkshire County Council

I HEREBY GIVE YOU NOTICE in pursuance of Section 6(2) of the Commons Registration Act 1965 that on 31st day of December 19 83 the registration at Entry No. 7 in the Rights Section of Register Unit No. CL.149 in the Register of Common Land maintained by you became final with the following modifications, namely, the substitution of the figure "133" for the figure "140".

Given under my hand and seal this 25th day of February 19 83

Chief Commons Commissioner



COMMONS REGISTRATION ACT 1965

Reference No. 268/D/289

Notice of Final
Disposal of
Disputed
Registration

IN THE MATTER OF Birkdale Common, Muker

To the North Yorkshire County Council

I HEREBY GIVE YOU NOTICE in pursuance of Section 6(2) of the Commons Registration Act 1965 that on 31st day of December 1982

the registration at Entry No 6 in the

Rights Section of Register Unit No CL.149

in the Register of Common Land maintained by you became

final with the following modifications, namely, substitution of the figure "450" for the figure "500" and the substitution of the words "(the cattle for 10 weeks only)" for the words "(for 10 weeks)".

Given under my hand and seal this 28th day of February 1983

Chief Commons Commissioner



8

Hi Jayne AppleGuth
Documentation
Regarding REF
CA 14 045.

My Fathers Will
(copy)
Paragraph 6.1
This Shows how
Rights were
Transferred to
my self
Shawn Allerson

This is the last Will and Testament

of me JOHN ALDERSON of Beckfoot Farm Howgill Sedbergh Cumbria LA10 5JB

1. I REVOKE all former wills and testamentary dispositions made by me and declare this to be my last will and testament

2. I APPOINT my wife Shirley Alderson to be the sole executrix of this my will and in case she shall be unwilling to accept the office of executrix or if her appointment does not for any reason whatsoever take effect then I appoint my daughter Jacqueline Blee of 8 Bleatarn Close Kendal Cumbria my son Steven Alderson of 20 Ryley Field Road Milnthorpe Cumbria and my son Peter Alderson also of Beckfoot Farm Howgill Sedbergh aforesaid ("my Trustees") to be the executors and trustees of this my will and I declare that the expression "my Trustees" shall mean and include the persons who prove this my will whether original or substituted by acts of law or otherwise

3.1 SO LONG as my said wife Shirley Alderson shall survive me for the period of twenty eight days then and only then I give to her;

3.1.1 all my beneficial interest in (or in the future proceeds of sale of) the farm of land and buildings situate and known as Beckfoot Farm Howgill Sedbergh Cumbria

3.1.2 all my share and interest as a partner in the farming partnership of J Alderson & Son and this gift includes all my share of all the assets of the farming business including without prejudice to the generality of the foregoing the farm buildings livestock stock plant appliances and the farming business conducted on it by me

3.2 IF MY said wife shall predecease me or shall not have survived me for the period of twenty eight days then and only then I give to my said son Peter Alderson;

- 3.2.1 all my beneficial interest in (or in the future proceeds of sale of) the farm of land and buildings situate and known as Beckfoot Farm Howgill Sedbergh Cumbria
- 3.2.2 all my share and interest as a partner in the farming partnership of J Alderson & Son and this gift includes all my share of all the assets of the farming business including without prejudice to the generality of the foregoing the farm buildings livestock stock plant appliances and the farming business conducted on it by me
- 3.2.3 for the avoidance of any doubt I declare that the farmhouse extension occupied by my said son Peter Alderson and my daughter-in-law Jacqueline Alderson was constructed and paid for entirely by them at their expense and is their property standing on the farm land in respect of which Peter already owns a one third share
- 3.2.4 I declare that the proportion of the inheritance tax payable on my estate (if any) by reason of my death which is attributable to the value of the foregoing bequests (allowing for any deduction in value for inheritance tax purposes) shall be charged upon the agricultural property included in the foregoing bequests and shall be paid by my said son in exoneration of my residuary estate

4. IF MY said wife Shirley Alderson shall survive me for a period of 28 days then but not otherwise I give to my said wife absolutely all my real and personal property whatsoever and wheresoever not specifically devised or bequeathed by earlier provisions of this will

5. IF MY said wife shall predecease me or shall not survive me for a period of 28 days or if for any other reason the gift to her fails then the following provisions of my will shall take effect

6.1 SO LONG as he shall survive me for a period of 28 days I give devise and bequeath to my said son Steven Alderson all those fields or closes of land situate at Birkdale in Swaledale North Yorkshire and extending to 30 acres or thereabouts and known as Birkdale Farm Birkdale in Swaledale North Yorkshire together with all registered sheep rights on Birkdale Common and Angram Common subject to and charged with the payment of that proportion of

the inheritance tax payable on my estate (if any) by reason of my death which is attributable to the value of the foregoing bequest (allowing for any deduction in value for inheritance tax purposes) to be paid by my said son but otherwise absolutely

6.2 IF MY said son Steven Alderson shall predecease me or shall not survive me for a period of 28 days then and only then I give devise and bequeath the aforementioned Birkdale Farm to my daughter-in-law Julie Alderson absolutely subject to and charged with payment of that proportion of the Inheritance Tax payable on my estate (if any) by reason of my death which is attributable to the value of foregoing bequest (allowing for any deduction in value for Inheritance Tax purposes) to be paid by my said daughter-in-law but otherwise absolutely

6.3 IF BOTH my said son Steven Alderson and my said daughter-in-law Julie Alderson shall predecease me or shall not survive me for a period of 28 days leaving issue living at my death who reach the age of 21 years then such issue shall take by substitution and if more than one in equal shares the aforementioned property which my son or daughter-in-law would have taken if he or she had survived me (but so that no-one shall take whose parent is alive and so capable of taking) and subject to and charged with payment of that proportion of the Inheritance Tax payable on my estate (if any) by reason of my death which is attributable to the value of the foregoing bequest (allowing for any deduction in value for Inheritance Tax purposes) to be paid by them but otherwise absolutely

7. I GIVE the residue of my estate (out of which shall be paid my funeral and testamentary expenses and my debts) and any property over which I have at the date of my death any general power of appointment to my Trustees on trust for sale with power to postpone sale without liability for loss (and such estate and the property which currently represents it is referred to in this will as "the Trust Fund")

8. MY TRUSTEES shall hold the Trust Fund upon trust for my said daughter Jacqueline Blee absolutely provided that if my said daughter dies in my lifetime leaving issue then such issue

shall take and if more than one in equal shares my residuary estate which my daughter would have taken had she survived me (but so that no one shall take whose parent is alive and so capable of taking)

9. MY TRUSTEES shall have the power to apply for the benefit of any beneficiary as my Trustees shall in their absolute discretion think fit the whole or any part of the capital to which such beneficiary is or may in future be entitled without the consent of any person with a prior interest

10. I DECLARE that all money liable to be invested under this my will may be invested in the purchase of or at interest upon the security of such stocks funds securities or other investments of whatsoever nature and wheresoever and whether involving liability or not or upon such personal credit with or without security as my Trustees shall in their absolute discretion think fit to the intent that my Trustees shall have the same full an unrestricted powers of investing and transposing investments in all respects as if they were entitled beneficially to the money liable to be invested

11. I DESIRE that my body be buried at Keld

IN WITNESS whereof I have hereunto set my hand this

J. J. J.

day of *October*

Two thousand and four

SIGNED by the above named JOHN ALDERSON in our presence and attested by us in the presence of him and of each other

*38 Halsbury's
Bowling Green
Securities*

**JOHN ROBERTS, LLB
SOLICITOR
BARNARD CASTLE**

Dated 5th October 2004

Will
of

JOHN ALDERSON

MESSRS MEIKLES

Solicitors

BARNARD CASTLE



Official copy of register of title

Title number NYK434627 Edition date 30.06.2016

- This official copy shows the entries in the register of title on 4 July 2017 at 14:46:39.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 4 July 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE : RICHMONDSHIRE

- 1 (30.06.2016) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Birkdale Farm, Keld, Richmond.
- 2 (30.06.2016) The Land was formerly copyhold of the Manor of Muker. This registration takes effect subject to the reservation of any rights of the lord referred to in the 12th Schedule of the Law of Property Act 1922.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (30.06.2016) PROPRIETOR: STEVEN ALDERSON of 20 Ryleyfield Road, Milnthorpe LA7 7PT.
- 2 (30.06.2016) The value stated as at 30 June 2016 was £200,000.

End of register



PEARSON AND PEARSON
DX63418
KENDAL

DX

Date
4 July 2017

Your ref
pcs/hd/ald/4825

Our ref
RCS/NYK434627

Completion of registration

Title number **NYK434627**
Property **Birkdale Farm, Keld, Richmond**
Registered proprietor **Steven Alderson**

Your application lodged on 30 June 2016 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

The official copy shows the entries in the individual register of title as at the date and time stated on it. You do not need to reply unless you think a mistake has been made in completing your application.

An owner's property is probably their most valuable asset so it's important to protect it from the risk of fraud. Please read our property fraud advice at www.gov.uk/protect-land-property-from-fraud

Important information about the address for service

If we need to write to an owner, a mortgage lender or other party who has an interest noted in the register, we will write to them at their address shown in the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a safeguard against fraud so it is important that this address is correct and up-to-date. If it is not, the property owner or other party may not receive our letter or notice and could suffer a loss as a result.

Up to three addresses for service can be entered in the register. At least one of these must be a postal address, but this does not have to be in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for service.

For information on how a property owner can apply to change their contact details or add an address, please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers service) from Monday to Friday between 8am and 6pm.

If you require this correspondence in an alternative format, please let us know.

HM Land Registry
Kingston upon Hull Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 0011
kingstonuponhull.office
@landregistry.gov.uk

www.gov.uk/land-registry

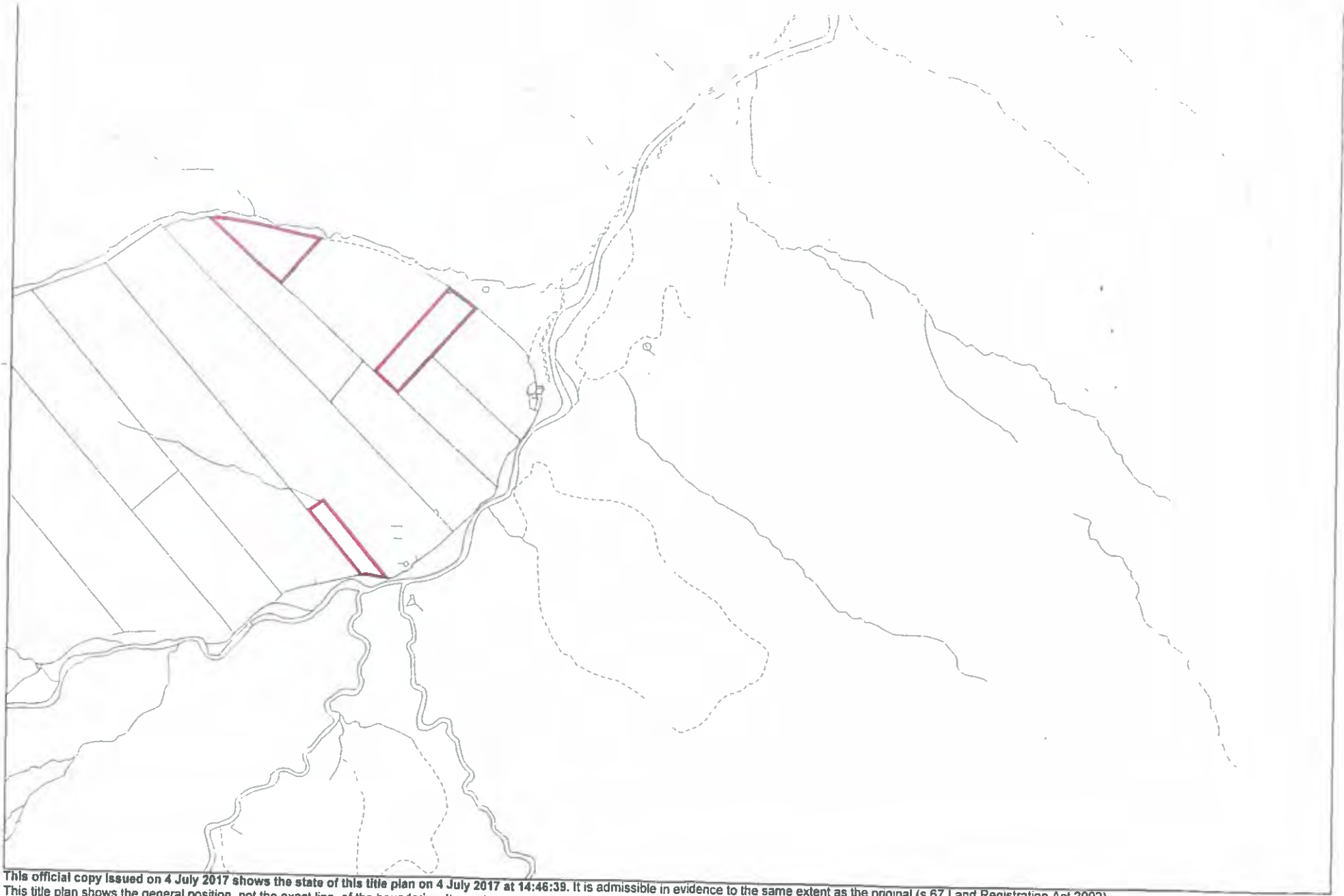
HM Land Registry
Official copy of
title plan

Title number NYK434627
Ordnance Survey map reference NYB400SE
Scale 1:5000 enlarged from 1:10000
Administrative area North Yorkshire: Richmondshire



© Crown copyright and database rights 2017 Ordnance Survey 100028318
You are not permitted to copy, sub-licence, distribute or sell any of the data in third parties in any form.
The land tinted green is not included in this title.





This official copy issued on 4 July 2017 shows the state of this title plan on 4 July 2017 at 14:46:39. It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

Tenancy
Agreement.

A LICENSE allowed by Mr S. Alderson, 20 Ryley Field Road, Milnthorpe, Cumbria, LA7 7PT, (hereinafter called 'the Licensor') for Mr P. Alderson of Beckfoot Farm, Howgill, Sedbergh, Cumbria (hereinafter called 'the Licensee') to have access only for the purposes of grazing or mowing grass and for no other purpose to the land at Birkdale Farm, Keld, DL11 6LR, and extending to 27 acres or thereabouts as described in the Schedule (hereinafter called 'the land') and agreed this 1st day of April 2018, to the 1st day of March 2029.

WHEREBY it is agreed as follows:-

1a) The term 'the licensor' hereinafter mentioned shall mean the person or his agent who is for the time being entitled to sell the grazing rights over the land described above and the term 'the licensee' hereinafter mentioned shall mean the person to whom 'the Licensor' agrees to sell the grazing rights over the land and obligations given by more than one person shall be given jointly and severally.

1b) The licensor gives the licensee the personal right of access to the land for grazing or mowing for conservation and for no other purpose from the 1st day of April 2018, to the 1st day of March 2029 in consideration of a licensee fee of £2500 (Two Thousand Five Hundred pounds) per annum, payable on the signing of the license.

1c) The land is available for the grazing of sheep only and for no other purposes whatsoever.

1d) The licensor gives the licensee the personal right to the use of the grazing rights attached to the land on Birkdale and Angram Commons.

2. THE LICENSEE agrees:-

a) To pay the license fee hereby reserved on the date agreed together with such VATs may be due in respect of the fee.

b) Not to assign the benefit of this license to any other person or company and not to bring onto the land any stock other than his own and immediately to notify the licensor of any trespass on the land.

c) The licensee shall carry out no activities on the land other than grazing the pasture or mowing the meadow (as appropriate) and not to erect or alter any building nor make any other alteration to the land and not to plough or re-seed any land.

d) To manage any stock on the land in accordance with the Welfare of Farmed Animals (England) regulations.

- e) To stock the land properly with his own sheep only and not to stock with any other livestock and to prevent stock from straying off the land and to remove any infected or troublesome animals.
- f) To keep any appropriate number of stock on the land having regard to the type and quality of the soil and productivity and the drainage and in all cases so as to prevent and poaching or damage to the sward.
- g) To comply with any limitations on stocking, density, mowing, fertilising, spraying and management imposed by the inclusion of the land within an Environmental Stewardship Scheme Environmentally Sensitive Area agreement, a Site of Special Scientific Interest, a Countryside Stewardship Scheme or any other similar official scheme.
- h) Not to introduce any disease affecting the land or stock on the land.
- i) Not to waste water and to report any leak of water to the licensor or his agent and to pay for all water consumed.
- j) Not to obstruct any public or private right of way or any access any other party to any other land belonging to the licensor.
- k) Not to cause a nuisance to the licensor or any other person.
- l) Not to attempt to establish any entitlements to the Single Payment, nor make any claim for that payment on the basis of the land.
- m) To indemnify the licensor in respect of any damage and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the licensee and to carry appropriate insurance for liability to third parties.
- n) To indemnify the licensor against any deductions from his Single Payment arising from any action or omission by the licensee including any breach of the Statutory Management Requirements and cross compliance of the Single Payment Scheme.
- o) The licensee will not damage or destroy any of the hedges or ditches, fences or walls and will not permit any livestock to stray onto any adjoining land and will indemnify the licensor against any claim or damage which results from the licensee's animals which animals are placed on the land by the licensee at the licensee's responsibility and liability and the licensor will not be responsible for any damage caused to or by those animals whatsoever.
- p) The licensee will preserve all trees from bite or other injury and he will not cut down, fell, or destroy or lop or top the same (except in the interest of good husbandry if the licensor's prior written consent is obtained).

q) The licensee will not at any time apply fertiliser to the land without the express agreement in writing from the licensor as to quantity, quality and type of fertiliser, such agreement not to be withheld unreasonably.

r) The licensee shall not mow the land for silage or hay unless prior written confirmation has been given by the licensor.

3. BOTH PARTIES agree:-

a) That the licensor gives no warranty as to the status of the land under any regulations applying to any notifiable disease.

b) That if the licensor agrees to see the stock of the licensee or to carry out lookering, this is without any legal obligation on the licensor who accepts no liability for any accident, straying, death, illness or damage caused by or to the licensee's stock.

c) That either party may refer any dispute arising under this agreement for final determination by an independent expert to be appointed by the President of the Central Association of Agricultural Valuers, save where a dispute is referable to arbitration under statute when the arbitrator may be appointed by that President.

d) That any reference to any statute or statutory instrument in this agreement includes a reference to that provision as amended or replaced from time to time and to any subordinate legislation or by-law made under it.

e) The licensor reserves to himself all shooting, fishing and sporting rights.

f) In the event of the breach of the Conditions on the part of the licensee herein contained, the licensor may re-enter the land.

g) It is a specific condition that this license over this land shall be deemed to be a license granted in contemplation of the use thereof and only for grazing during the specified period of the year and will expire by effluxion of time and attract no security of tenure under the Agricultural Holdings Act 1986 or The Agricultural Tenancies Act 1995, or any statutory modifications or re-enactments thereof and does not create any right of exclusive occupation of the land by the licensee nor any interest in land.

h) If the licensor shall require the whole or any part of the land for any purpose whatsoever, he shall have the right to determine this license at any time of either the whole or any part thereof upon giving one months notice in writing to the licensee and repaying to the licensee a proportionate amount of the sum mentioned above, but without paying any other compensation whatsoever to the licensee.

i) The licensor shall have a lien upon all the licensee's animals for the time being depastured on the said land for any sum owing or expense incurred for which under this license, the licensee is liable, and this lien may be enforced by the sale of any animal or animals belonging to the licensee for the time being pastured upon the said land.

j) It is expressly agreed and understood that the licensor does not undertake to renew this license for another period but if he agrees to do so a fresh agreement will have to be entered into by the licensee to operate from a date subsequent to the agreed period, such fresh agreement to operate as a new and distinct contract.

THE SCHEDULE

Location;- Land at Birkdale Farm, Keld, D11 6LR, containing 27 acres or thereabouts, shown edged red on the plan attached hereto.

Signed by the said
STEVEN ALDERSON

.....

IN the presence of

.....

SIGNED by the said
PETER ALDERSON

.....

IN the presence of

.....

Peter Alderson's
Application Form
For Single Farm
Payment Shows
Rights on Birkdale
Common 133 Sheep
1 Horse + 10 Cattle.
PART I

Thank you for submitting your 2018 Basic Payment Scheme application.

This message is confirmation that your claim has been submitted successfully to the RPA. This is not confirmation that your claim has been processed by RPA. You may want to keep a copy of this acknowledgement for your records.

Submission date and time: 08-May-2018 06:27

SBI: 106423698

Application ID: 560524

Please do not submit a paper copy of your application as well.

Please remember, if you need to provide any supporting documentation with your claim, these should be sent to:

Rural Payments Agency
PO Box 352
Worksop
S80 9FG

Important information regarding Countryside Stewardship

Have you considered applying for an Arable Offer agreement? This suite of 11 options is aimed at arable farmers. By picking options from the 3 categories that are relevant to your farming type you can deliver year round positive actions for birds, pollinators and wider farm wildlife. On average, a 125 ha arable farm delivering for birds/pollinators has accessed £2,960 year or almost £15K over the 5 year scheme. Doing a little more would get you to £20K over the 5 year scheme.

If you would like to apply for an Arable Offer agreement click [here](#).

Please remember, you require a Pre-application pack from Natural England before completing your on-line application.

If not then click the back button.

If you experience problems accessing a Countryside Stewardship application, please check you've got the correct permissions set. To check you've got access click [here](#).

Basic Payment Scheme - 2018

Online application for the Basic Payment Scheme in England



Rural Payments
Agency

This is a copy of the information we hold for you on Rural Payments for your BPS 2018 application.

Do not submit a paper copy of this information to the RPA.

The deadline for us to receive applications is midnight on 15 May 2018.

Please read the BPS rules and guidance for 2018, the latest information is on GOV.UK at www.gov.uk/rpa/bps

Date produced: 08/05/2018

Application status: Submitted

Date submitted: 08/05/2018 Time submitted: 06:27:39

Part A : Your business

Single Business Identifier (SBI): 106423698

Name of beneficiary: MR J ALDERSON & SON
(or business name)

Part B : Your choice of currency

B1 If you want to be paid in Euros, this box will contain a black cross.
If it doesn't, we will pay you in Sterling.

Do not submit as a paper application

Part E: Common land grazing rights

Line	E1	E2	E3	E4	E5		E6		Your checklist
	Common land number	Common land name as shown in Common Land Register	Type of commons rights	Number of rights of this type	Do you own the common?		Do you want to activate entitlements?		
					Yes	No	Yes	No	
1	CL0026	Brant Fell (West Riding)	HORSE	2.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	CL0026	Brant Fell (West Riding)	SHEEP	220.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	CL0042	Longdale Fell (Westmorland)	OWNER	0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	CL0149	Birkdale Common (North Riding)	CATTLE	10.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	CL0149	Birkdale Common (North Riding)	HORSE	1.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	CL0149	Birkdale Common (North Riding)	SHEEP	133.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	CL0152	Angram Common (North Riding)	HORSE	1.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	CL0152	Angram Common (North Riding)	SHEEP	70.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9									
10									
11									
12									
13									

Part F : Active Farmer

F1 Do you operate one or more of the following non-agricultural activities (as described in the BPS guidance)?

- airports
- railway services
- waterworks
- real estate services
- permanent sport and recreational grounds

No – I qualify as an active farmer (if no, box will have a black cross in it and no other answers are needed in this section)

Yes (if yes, box will have a black cross in it and you should have completed F2)

F2 If 'Yes' in F1, was your BPS claim last year worth €5,000 or less - or would have been if you had applied?

Yes – I qualify as an active farmer (if yes, box will have a black cross in it and no other answers are needed in this section)

If No - go to F3

F3 If you don't qualify as an active farmer under F1 and F2 above, there will be a black cross in one of the boxes below to tell us which one of the readmission criteria you are applying under.

You have 36 hectares or more of eligible land.

You meet one of the financial criteria below:

- Your total agricultural receipts were at least 40% of your total receipts in your most recent financial year (no more than 3 years before the year of my application).*

- In your most recent financial year (for which you have accounts available) the value of your SPS or BPS claim (before any penalties or cross compliance reductions) was equivalent to at least 5% of your total non-agricultural receipts.*

* If you are sending an 'Accountant certificate to confirm active farmer status' to prove you qualify as an active farmer, we need to receive this by the claim deadline.

Part G: Young farmer payment

G1 I want to apply for the young farmer payment, a black cross will show in this box.

Yes

If you are applying for the young farmer payment in 2018 you will need to send us the relevant certification form to prove you are a young farmer by midnight on 15 May 2018

From: Hugh Craddock <
Sent: 10 April 2019 15:32
To: commons Registration
Subject: RE: Further documentation regarding application CA14 045

Categories: Simon Evans, Jayne Applegarth

Hi Jayne

Thank you for this further documentation with, I assume, no covering explanation from the applicant.

I can see little relevance between it and the application. The first and second conveyances appear to have no relevance to the dominant tenement identified with right CL149–20. If I am wrong about that, it does not seem unreasonable to request an explanation of its significance. Along with the conveyances, there are various notices, a tenancy agreement, a title document and a will, again of no obvious relevance. Finally, there is a Single Payment Scheme claim form, which could be relevant — but demands an explanation of how it is relevant (I am also doubtful that much can be concluded from one year's claim in the nearly half century which has elapsed since 1972).

It may well be that the applicant is doing his best to support his application — I note that he is not represented. Perhaps his wishes could better be met by an application to apportion the registered rights of common between the land which he now owns, and the small part which was alienated in 1972 and which he does not own? An application in those terms would of course meet with no objection from us — although it would not be possible to apportion the right to take stone.

regards

Hugh

*Hugh Craddock
Case Officer
Open Spaces Society
25a Bell Street
Henley-on-Thames
RG9 2BA
Email:*

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Tel: 01491 573535

*Please note that I work Mondays, Wednesdays and Thursdays
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**Please [support our campaign](#) now to stop
the wrongful deregistration of common land.**



From: Steve A <[REDACTED]>
Sent: 22 April 2019 15:52
To: commons Registration
Subject: Re: Further comments from The Open Spaces Society

Hi Jayne

Thank you for your email. I am replying to your comments regarding Open Spaces , I don't think I will be replying to them , I hope that is OK for you.

I would like to give you a brief history of Birkdale Farm and the Rights attached and how they have been used over the years as I see it.

Obviously a lot of time has passed and some details may be lost but I do have quite a bit of documentation here to help .

Birkdale farm was bought by my late Father in 1955 which was close to his own farm (HillTop) and another small farm(Crooked Seal) which he owned . At the time stock was grazed on the commons nearby (sheep, horses and cattle) .

As far as I am aware the first register was set up in 1968 and the rights on Birkdale Common for this land.

Although my Father owned the land my Grandmother Margaret Alderson was also on the register, she died in 1990.

In the 1970s my Father sold his other two farms (Hilltop and Crooked seal) but kept Birkdale Farm . He farmed it up until his death in 2015.

It was then that it was left to myself from my Father's will and came In to my ownership in June 2016. Since then my brother Peter has been farming the land as my Tennant.

The land was farmed mostly with sheep throughout, and the sheep where grazed on the common nearby in line with normal farming practises . Originally my father did graze cattle and a horse but I would say the rights to graze cattle and a horse has not been exercised since the early 1970s.

The small parcel of land to the east of the land originally was part of Crooked Seal which was sold In 1972.

There was a dispute back in the late 1970's with the then owner of the common, and the register was changed from 140 sheep to 133. As far as I am aware the register was changed to reflect that in 1983.

As far as I am aware the rights that are apportioned to the land are the one's my Father and my brother have been exercising.

My brother has a flock of about 200 swaledale sheep now which he and my father have been breeding over many years and are hefted on Birkdale common and some on Angram common which have rights that are also attached to the land.

There hasn't been any changes to the land since, and the grazing rights have been used as I said earlier in line with normal farming practises. Sheep would be graze year round except for certain times of year when they would be brought down to the Inbye land for lambing and extreme winter weather etc.

I hope that helps, if you need any more info feel free to ask.

Kind regards

Steven Alderson.

On Tue, 16 Apr 2019, 09:28 commons Registration, <commons.Registration@northyorks.gov.uk> wrote:

Good Morning Steven

Please find attached a data protected copy of some further comments from The Open Spaces Society. Should you wish to comment I would be grateful to receive your response by the close of business on 1 May 2019. If you have nothing further to comment to the Open Spaces Society then I would be grateful if you could send a brief email to me to that effect.

I am drafting the report to committee members and it may be helpful to your application if you could write a brief history of the land and rights as they have been owned and used by the different members of your family, referring to the documentation that shows when the changes happen Eg. my mother and father purchased ... as shown by the Conveyance dated... . I could then add that to my report so that the members can see how your family have used the common rights over the years. There is a requirement in the regulations that an applicant demonstrates how the rights have been used in the past as if they were severed from the land and a historical time line would help to do that.

Kind Regards

Jayne Applegarth

Commons Registration Officer

commons.registration@northyorks.gov.uk

01609 534753

From: commons Registration
Sent: 08 May 2019 17:16
To: [REDACTED]
Subject: Application CA14 045
Attachments: Right Entry 7 Supplemental Map.pdf

Good Afternoon Steven

Thank you for your email from 22 April 2019 giving a brief history of Birkdale Farm and the rights attached to them. In it you mention that the small parcel of land to the east of the land originally part of Crooked Seal was sold in 1972. I've shaded it red on the supplemental map attached. I'm having difficulty locating which of the three conveyances from 1972, that you submitted, this parcel is part of.

Reviewing the conveyances so far I think:

Conveyance dated 4th August 1972 conveyed the parcel hatched blue on the supplemental map.

Conveyance dated 19th June 1972 conveyed the parcel of land hatched red on the supplemental map.

Conveyance dated 21st August 1972 conveyed the three parcels of land hatched green on the supplemental map.

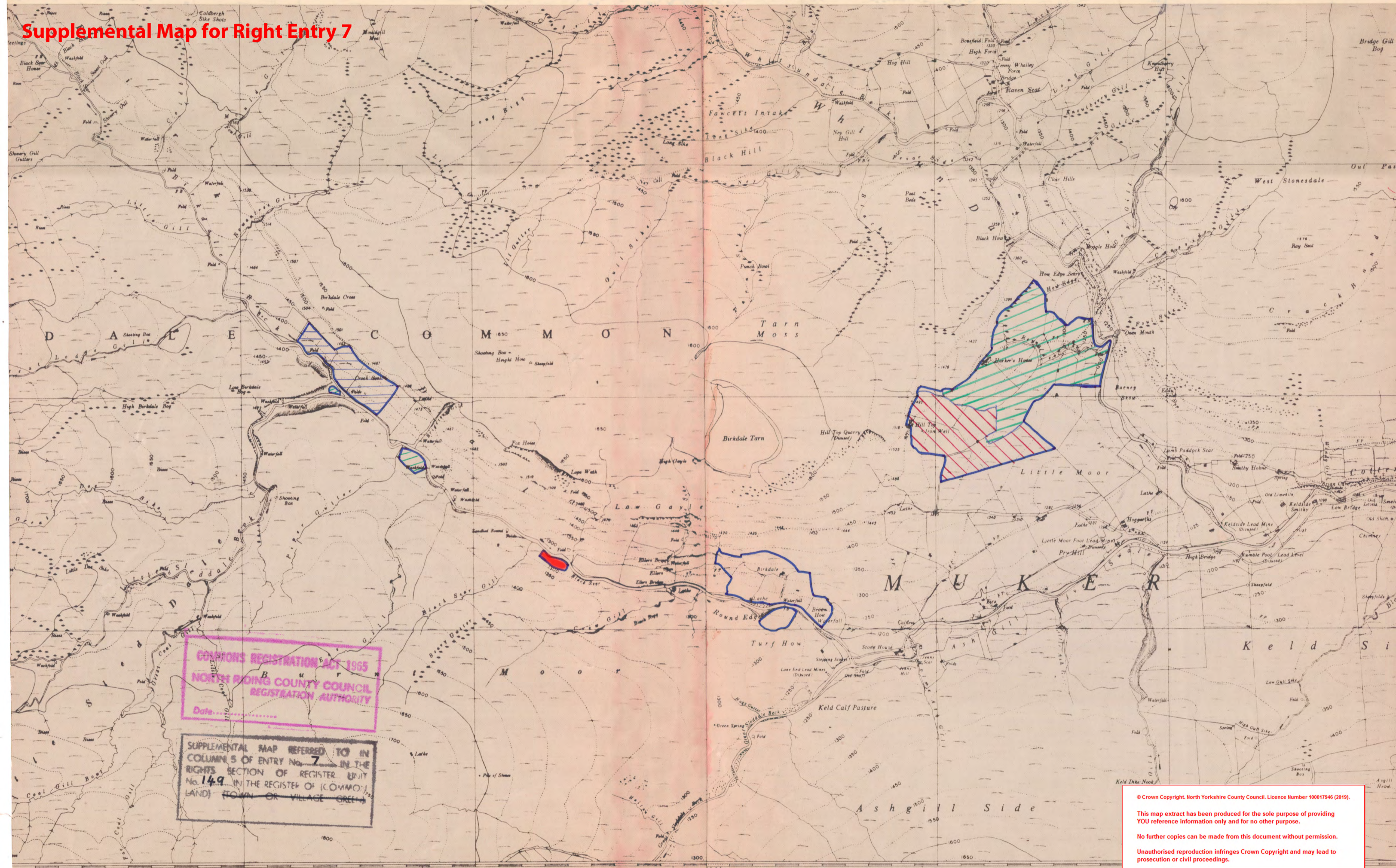
Which conveyance do you think the small parcel of land that I've coloured red was conveyed with or was it sold separately?

It would be really helpful for members to know how and when this parcel left your father's ownership and that no rights were conveyed with them.

Kind Regards

Jayne Applegarth
Commons Registration Officer
commons.registration@northyorks.gov.uk
01609 534753

Supplemental Map for Right Entry 7



COLLINS REGISTRATION ACT 1965
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
 Date:

SUPPLEMENTAL MAP REFERRED TO IN
 COLUMNS OF ENTRY No. 7 IN THE
 RIGHTS SECTION OF REGISTER UNIT
 No. 149 IN THE REGISTER OF (COMMON
 LAND) TOWN OR VILLAGE GREEN

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From: Steve A <[REDACTED]>
Sent: 09 May 2019 16:43
To: commons Registration
Subject: Re: Application CA14 045

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Jayne Applegarth

Hi Jayne, thanks for the reply, as far as I am aware the small parcel of land was part of the blue hatched part of the map, I am a wee bit short on detail of the land and sale of it.

Hill Top farm and Crooked Seal where all sold together. Unfortunately I don't have any living relatives that could throw and light of the details of the sale and I haven't any paper work either apart from what I have sent over. I don't suppose my father would have realised that this would come to light years later, he certainly never spoke about it but he did talk about the rights he had on the common from time to time.

I hope this doesn't sound to vague, but I certainly didn't realise that this parcel of land had rights which where attached to Birkdale farm, my brother didn't and he has been farming it with my father for 20+ years.

Regards Steven Alderson.

On Wed, 8 May 2019, 17:16 commons Registration, <commons.Registration@northyorks.gov.uk> wrote:

Good Afternoon Steven

Thank you for your email from 22 April 2019 giving a brief history of Birkdale Farm and the rights attached to them. In it you mention that the small parcel of land to the east of the land originally part of Crooked Seal was sold in 1972. I've shaded it red on the supplemental map attached. I'm having difficulty locating which of the three conveyances from 1972, that you submitted, this parcel is part of.

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Appendix 10

Extract from the Commons Bill 2006

Section 58. *Subsection (5)* provides that the apportionment of rights of common must be *pro rata*. To the extent that any instrument purports to apportion otherwise than *pro rata*, it will be void. This means that, where a dominant tenement is divided into two or more parcels in separate ownership (for example, on a sale of a farm in two separate lots), the rights attached to the original dominant tenement are assigned proportionately to the separate parcels according to the area of each parcel relative to the area of the original dominant tenement. **The reason for this is that non-*pro rata* apportionment is a form of severance.** For example, a commoner might own land to which 100 rights to graze cattle are attached. That commoner sells half that land to X and half the land to Y, but purports to assign 75 of the rights as attached to X's land and 25 as attached to Y's land. In that case the instrument of sale will be void to the extent that it purports to convey more (or for that matter less) than half the rights of common with each of the two parcels of land. The provision ensures that rights of common will continue to be attached to the same land as now, even where apportionment is not registered (see clause 8).

Initial equality impact assessment screening form (As of October 2015 this form replaces 'Record of decision not to carry out an EIA')			
This form records an equality screening process to determine the relevance of equality to a proposal, and a decision whether or not a full EIA would be appropriate or proportionate.			
Directorate	BES		
Service area	H&T		
Proposal being screened	To grant (in part) application CA14 045 which is seeking to record a historic severance event in the common land register		
Officer(s) carrying out screening	Jayne Applegarth		
What are you proposing to do?	Grant the application (in part)		
Why are you proposing this? What are the desired outcomes?	It is a statutory duty of the County Council as Registration Authority under the Commons Act 2006 to consider the application submitted. On consideration all the legal tests have been met therefore the application should be granted.		
Does the proposal involve a significant commitment or removal of resources? Please give details.	The County Council as Registration Authority has a statutory duty to maintain the common land register.		
<p>Is there likely to be an adverse impact on people with any of the following protected characteristics as defined by the Equality Act 2010, or NYCC's additional agreed characteristics? As part of this assessment, please consider the following questions:</p> <ul style="list-style-type: none"> To what extent is this service used by particular groups of people with protected characteristics? Does the proposal relate to functions that previous consultation has identified as important? Do different groups have different needs or experiences in the area the proposal relates to? <p>If for any characteristic it is considered that there is likely to be a significant adverse impact or you have ticked 'Don't know/no info available', then a full EIA should be carried out where this is proportionate. You are advised to speak to your Equality rep for advice if you are in any doubt.</p>			
Protected characteristic	Yes	No	Don't know/No info available
Age		✓	
Disability		✓	
Sex (Gender)		✓	
Race		✓	
Sexual orientation		✓	
Gender reassignment		✓	
Religion or belief		✓	
Pregnancy or maternity		✓	
Marriage or civil partnership		✓	
NYCC additional characteristic			
People in rural areas		✓	
People on a low income		✓	
Carer (unpaid family or friend)		✓	
Does the proposal relate to an area where there are known inequalities/probable impacts (e.g. disabled people's access to public transport)? Please give details.	No		

<p>Will the proposal have a significant effect on how other organisations operate? (e.g. partners, funding criteria, etc.). Do any of these organisations support people with protected characteristics? Please explain why you have reached this conclusion.</p>	<p>No</p>			
<p>Decision (Please tick one option)</p>	<p>EIA not relevant or proportionate:</p>	<p><input checked="" type="checkbox"/></p>	<p>Continue to full EIA:</p>	
<p>Reason for decision</p>	<p>The application has met all the criteria contained in the Commons Act 2006 and the Commons Registration (England) Regulations 2014.</p>			
<p>Signed (Assistant Director or equivalent)</p>	<p>Barrie Mason</p>			
<p>Date</p>	<p>May 2021</p>			