

North Yorkshire County Council

Business and Environmental Services

Planning and Regulatory Functions Sub Committee

26 July 2021

**Application to amend the register to record an historic event Commons Act 2006
Part 1 – Schedule 3
The Commons Registration (England) Regulations 2014
Regulation 42 and Schedule 4 Paragraph 19**

Application Reference Number CA14 119

**Right entry 6 and entry 13 exercisable over Satron Moor, Grinton and Muker
(CL158)**

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 maps edged red, 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 Commons Regulation Authority (“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 Gunnerside Estates Ltd (“the Applicant”). The Application was dated the 7 February 2019 and received by the County Council on 8 February 2019. The Application was accepted as being duly made on 2 April 2019.

3.2 A copy of the Application comprises, Appendix 2, supporting documentation is held in appendices 3, 4 and 5.

3.3 Application Land and Rights Timeline

(according to documentation held by the CRA and submitted by the applicant)

19 February 1968: The Right Honourable Arthur William Ashton, Earl Peel registers Satron Moor as common land. The registration is undisputed and became final on the 1 October 1970. He is also registered as the owner of the common land, Appendix 3.

28 March 1968: Ralph Waggett registers 20 sheep rights attached to Bridgetop Farm. He does this in his capacity as tenant of the farm rather than the owner. This is shown in the register as Right Entry 4, Appendix 3.

27 May 1968: Christopher Waggett registers the right to graze 150 sheep rights attached to East Farm. He does this in his capacity as tenant of the farm rather than the owner. This is shown in the register as Right Entry 3, Appendix 3.

12 June 1968: Dennis Metcalfe registers the right of turbarry (to cut peat and turf) and 80 grazing rights attached to Swale Farm. He does this in his capacity as tenant of the farm rather than the owner. This is shown in the register as Right Entry 6, Appendix 3.

27 May 1987: The Right Honourable William James Robert, The Earl Peel and Christopher Waggett and William Birkbeck Waggett enter into a Deed of Exchange. Messers Waggett become owners of the land which forms part of Right Entries 3 and 6 shown coloured red on the combined supplemental map. The Earl Peel becomes the owner of the land which forms part of Right Entry 4 shown coloured blue on the combined supplemental map. No rights of common are referred to in the Deed of Exchange. These amendments were not recorded in the register at the time, Appendix 4.

2 April 2012: Gunnerside Estate register ownership of the Earl Peel's estate which includes part of the land that the rights are attached to for Right Entry 3 and 4 (shown on NYK162725) and part of the land for Right Entry 6 (shown on NYK188971), Appendix 5.

5 October 2017: J and E Waggett make a declaration of entitlement to exercise the rights listed at Right Entry numbers 3 and 4. This is based on their tenancy agreement with Gunnerside Estate for the 150 grazing rights listed at Right Entry number 3 and their tenancy agreement with David Waggett (nephew to John Waggett) for the 20 grazing rights at Right Entry 4. The register is amended creating Right Entry numbers 13 and 14 showing the rights as attached to the land, Appendix 3.

7 February 2019: Gunnerside Estate submit an application to extinguish the rights listed at Right Entry 4. They do this in their capacity as the owner of the common land. David Waggett supported the application. The application is granted and the register is amended on 24 May 2019.

8 February 2019: Gunnerside Estate submit the application, the subject of this report, seeking to amend the register to record that the rights at Right Entry numbers 6 and 13 were the subject of a historic event in May 1987 which effected the severance of the rights.

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 2 April 2019, in accordance with Regulation 21(5)(a) of the Regulations.
- 4.2 There was one representation received in response to the notice, from The Open Spaces Society who objected to the application, Appendix 6.
- 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 The applicant did not wish to comment on the objection, Appendix 7.

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 refers to a Deed of Exchange between Christopher Waggett and William Birkbeck Waggett and the Earl Peel (the previous owner of Satron Moor) in 1987 (Appendix 4). This Deed transferred part of the land the common rights were attached to at Right Entries 3, 4 and 6. The Deed of Exchange is dated 27 May 1987 which is after the provisional registration in 1968 and before the commencement of the relevant paragraph of the Regulations in December 2014 so within the time frame set out in Schedule 3 Paragraph 2(2)(b).

For reasons explained elsewhere in this report the Deed of Exchange amounted to a relevant disposition by effecting a severance of rights from the land to which they were recorded as being attached. The amount of land exchanged was clearly disproportionate to the associated rights attached to it as for a proportionate transfer some rights would have had to have been transferred with the lands that were exchanged but none were. As will be explained a non-pro-rata apportionment of land and rights is a form of severance.

A severance of rights amounts to a relevant disposition.

This test is met by the application.

- 5.3 Schedule 3 paragraph 2(3) 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 levancy 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 disposition relied on by the Application, which is the subject of this report, took place in 1987 which was well in advance of the introduction of the said provisions.

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

In Bettinson 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 as in this case includes (in accordance with para 19(3) of Schedule 4 of the Regulations) documentary evidence of a relevant disposition together with evidence of rights having been subsequently “*treated*” as severed then it is justified in amending its register to account for that.

The timeline of events set out in para. 3.3 provides documentary evidence through the Deed of Exchange that two parcels of land that were registered as having rights attached to them were exchanged for one parcel of land that had other registered rights attached to it. However the Deed alone was not clear on the intention of the parties regarding common rights. Subsequently though both parties went on to transfer all the registered rights to third parties treating them as severed from the land to which they had originally been recorded as attached. The Lord Peel to Gunnerside Estate and Christopher and William Waggett to David Waggett. Both Gunnerside Estate and David Waggett then leased the grazing rights to J and E Waggett. This tenancy agreement expired in May 2018. “Gadsden & Cousins on Commons and Greens”, the 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. As part of the public consultation the Registration Authority wrote to J and E Waggett inviting comments on this application. No comments were received. The applicant is the current owner of the common land unit CL158, the subject of this application.

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 of the application form the Applicants state that they are entitled to apply to record a historic event as they are the owners of the land that the rights are registered as being attached. This is evidenced by the Land Registry Title document submitted reference NYK162725

Appendix 5.

Officers are satisfied that the Applicants have demonstrated their capacity to apply to amend the register.

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

Following the exchange of lands, which included in part land to which rights recorded at Right Entry 3 and 4 were attached, these rights were separately the subject of tenancy agreements; one from Gunnerside Estate leasing 150 rights previously associated with Right Entry 3 and a further agreement with David Waggett leasing 20 rights previously associated with Right Entry 4 to J and E Waggett. This is evidence that the rights have been “treated” as severed from the land they were originally recorded as being attached to by all interested parties since the Deed of Exchange, Appendix 8.

This test is met by the application.

5.5 Regulation 42(5) of the Regulations:-

The determining authority may not determine that a register entry should be amended if it considers that, by reason of reliance reasonably placed on the register by a person since 1st October 2011, it would be unfair to do so.

As this application was submitted after the end of the Transition Period on 14 December 2018, Regulation 42(5) must be applied. Section 10 of the application and additional comments supplied on request from the CRA (**Appendix 9**) did not identify any person who has relied on what is currently listed in the register.

This test is met by the application

In summary the evidence is that a relevant disposition took place within the required time frame and that whilst the instrument effecting that disposition did not in itself express an unambiguous intention of the parties with regard to common rights the manner in which the rights concerned were subsequently treated evidences a severance of the rights concerned was effected by the Deed of Exchange in May 1987.

5.6 Objection from The Open Spaces Society

The Open Spaces Society object to the application on the basis that no evidence of severance has been demonstrated. As explained earlier in this report, whilst the Deed of Exchange made no clear indication as to the intension with regards to rights, officers are satisfied that the subsequent actions of the parties involved show that the rights were treated as severed following the Deed of Exchange.

5.7 The Open Spaces Society also refer to Section 9 of the Act which prohibits severance. However, the Deed of Exchange occurred in May 1987. The prohibition of severance came into effect on 28 June 2005. Therefore it is not relevant to consider Section 9 when reviewing this 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 10.

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 It is your officer's view that 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 Regulation 42 and Schedule 4, paragraph 19 of The Regulations are met by the Application and that consequently it should be approved. However, it is not permitted for collection rights that are traditionally attached to a dominant tenement, to be severed. Therefore, the right of turbary, described as part of the registered rights in column 4 for right entry 6 shall remain in Dennis Metcalfe's name and as attached to Swale Farm, until such time as the CRA receives an application claiming those rights.

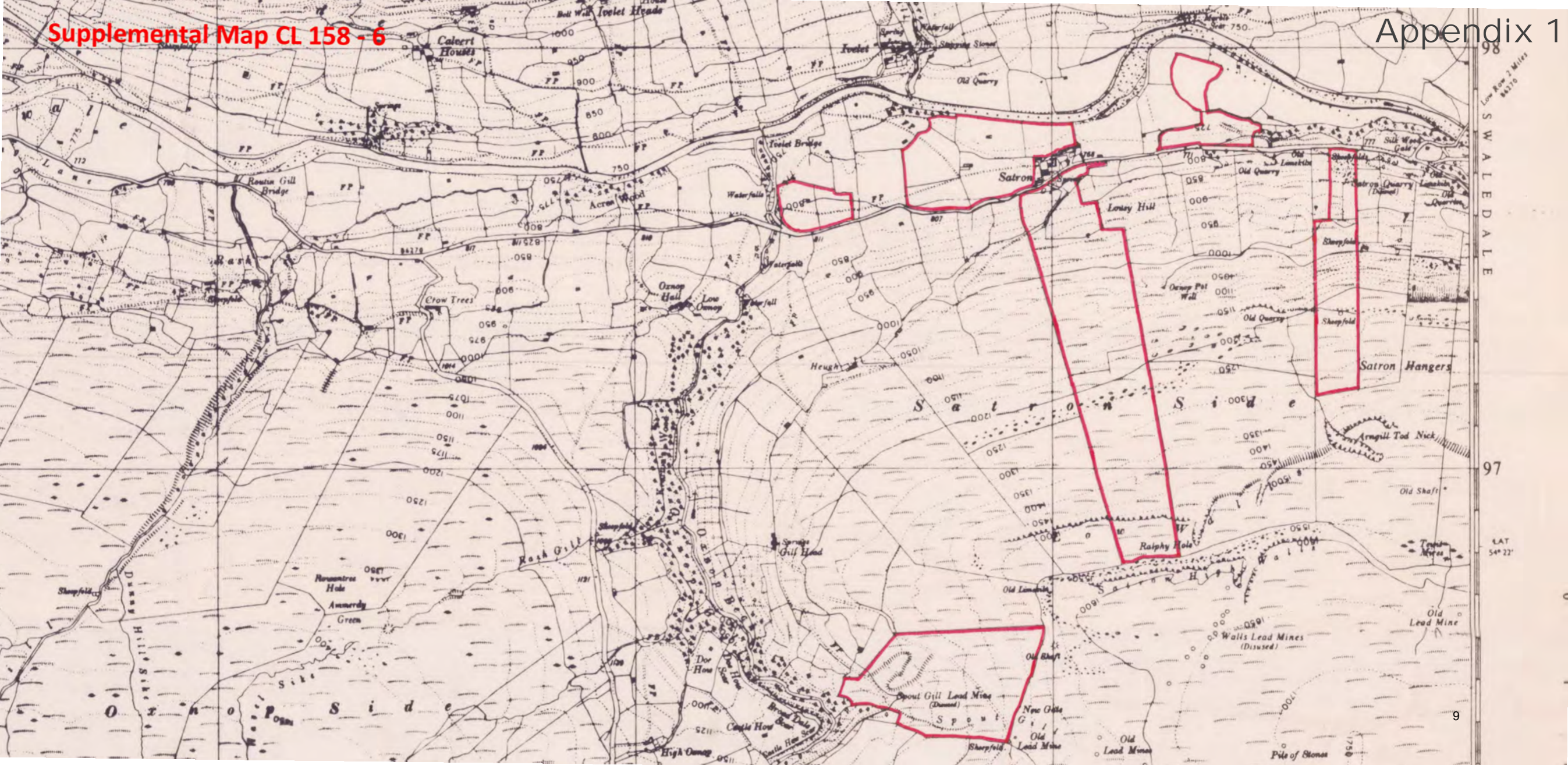
11.0 Recommendation

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



98

SWALEDALE

97

LAT 54° 22'

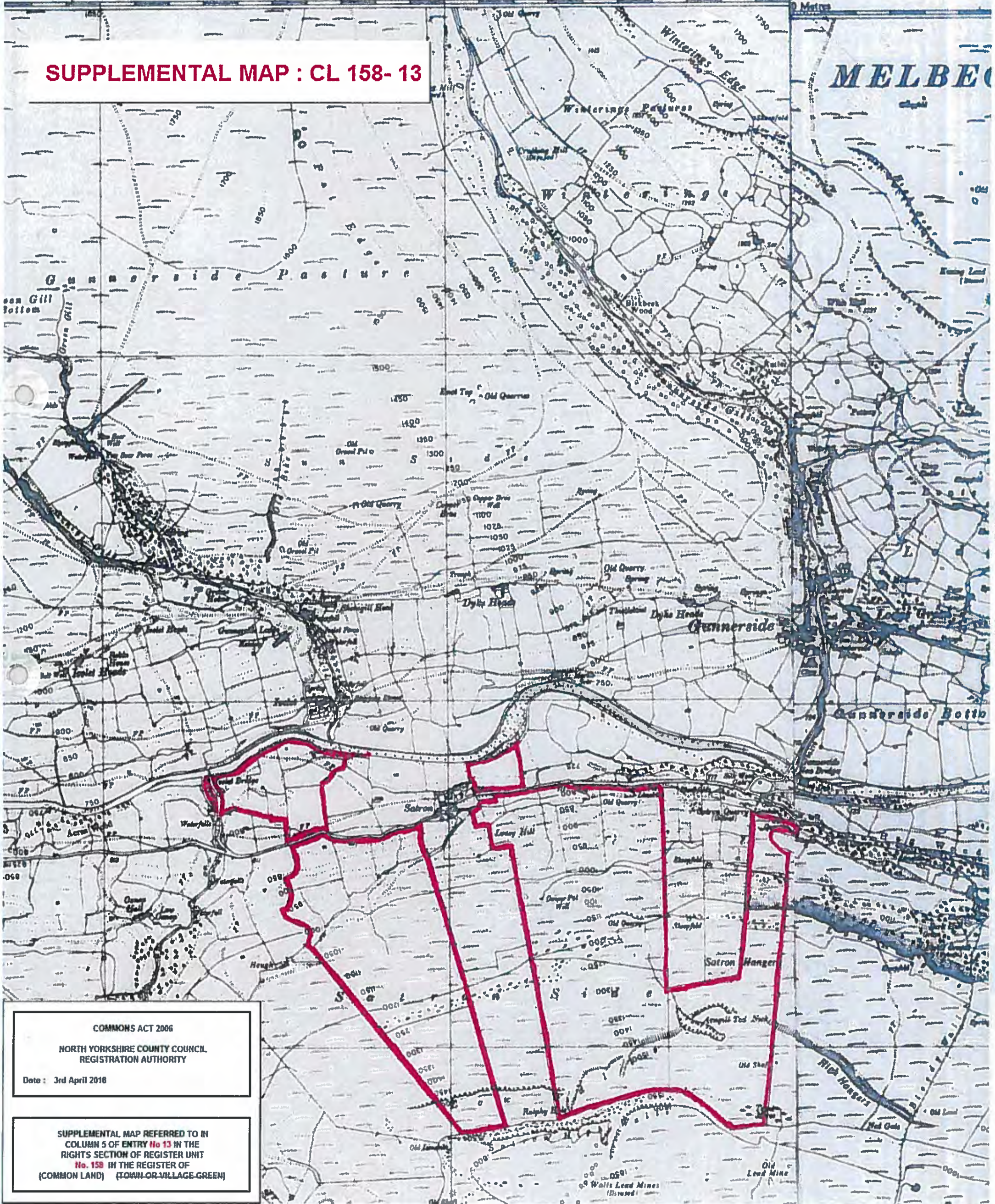
93

REETH RD
MELBECK S94 MOOR

LONG
7°05'W

SUPPLEMENTAL MAP : CL 158-13

MELBECK



COMMONS ACT 2006

NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY

Date : 3rd April 2018

SUPPLEMENTAL MAP REFERRED TO IN
COLUMN 5 OF ENTRY No 13 IN THE
RIGHTS SECTION OF REGISTER UNIT
No. 158 IN THE REGISTER OF
(COMMON LAND) (TOWN OR VILLAGE GREEN)



GUNNERSIDE ESTATE

Ms J Applegarth
Commons Registration
Highways North Yorkshire
County Hall
Northallerton
North Yorkshire
DL7 8AH

Your ref:
Our ref: RWM/LR/G

07 February 2019

Dear Jayne

**GUNNERSIDE ESTATE LTD - APPLICATION TO AMEND THE
REGISTER TO RECORD AN HISTORIC EVENT ON SATRON MOOR
(CL158)**

Please find enclosed an "Application to amend the register to record an historic event" (Form CA14) on Satron Moor, along with the necessary supporting documentation.

I look forward to receiving confirmation that the application has been accepted but please do not hesitate to contact me in the meantime should you require any further information.

Kind regards.

Yours sincerely,

PP **R W Murphy MRICS**
Estate Manager

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 - 8 FEB 2019

Application number

CA14 119

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

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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:

COMMONS REGISTRATION HIGHWAYS NORTH YORKSHIRE, COUNTY HALL, NORTHALLERTON, NORTH YORKSHIRE, DL7 8AH

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:

GUNNERSIDE ESTATES LTD

Postal address:

C/O ESTATE OFFICE, IVELET, GUNNERSIDE,
RICHMOND, NORTH YORKSHIRE

Postcode DL11 6JH

Telephone number:

(01748) 886 007

Fax number:

E-mail address:

3. Name and address of representative, if any

Name:

MR RICHARD MURPHY

Firm:

ESTATE MANAGER

Postal address:

C/O ESTATE OFFICE, IVELET, GUNNERSIDE,
RICHMOND, NORTH YORKSHIRE

Postcode DL11 6JH

Telephone number:

(01748) 886 007

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):

AS OWNER OF THE RIGHTS OF COMMON -
THE SUBJECT OF THIS APPLICATION

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?

MAY 1987

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

CL158

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

ENTRIES 6 & 13

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:

THIS HAS NOT CHANGED — SATRON MOOR

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:

BOTH ENTRIES — PASTURE & LAND NEAR SATRON,
RICHMOND, NORTH YORKSHIRE

Location:

ENTRY 6 — ONLY ONE PARCEL OF LAND WOULD BE REMOVED FROM THE EXISTING DOMINANT TENEMENT. REVISED PLAN ATTACHED. AREA SHADED RED TO BE REMOVED.
ENTRY 13 — ONE PARCEL OF LAND WOULD BE REMOVED FROM THE EXISTING DOMINANT TENEMENT. REVISED PLAN ATTACHED. AREA SHADED RED TO BE REMOVED.
TITLE NYK162725 — ENTRY 13
TITLES NYK162725 & NYK188971 — ENTRY 6

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)

THE COMMON RIGHTS WERE SEVERED ON THE 27th MAY 1987 PURSUANT TO A DEED OF EXCHANGE BETWEEN CHRISTOPHER & WILLIAM BIRKBECK WAGGETT AND THE EARL PEEL (THE PREVIOUS OWNER OF GUNNERSIDE ESTATE). NO RIGHTS WERE ATTACHED TO THE DEED OF EXCHANGE.

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

1. DEED OF EXCHANGE BETWEEN CHRISTOPHER & WILLIAM BIRKBECK WAGGETT & GUNNERSIDE ESTATE (PREVIOUSLY OWNED BY THE EARL PEEL)
2. REVISED SUPPLEMENTAL MAPS FOR ENTRIES 6 & 13. THE AREAS SHADED RED ARE NO LONGER OWNED BY GUNNERSIDE ESTATES LTD.
3. TITLE NYK188971 (A COPY OF TITLE NYK162725 HAS BEEN SUPPLIED PREVIOUSLY)

10. Fairness test

THE APPLICANT PURCHASED THE LAND IN TITLES NYK162725 & NYK188971 AND THE ATTACHED SHEEP RIGHTS BUT THE REGISTER HAD NOT BEEN UPDATED BY THE PREVIOUS OWNERS.

<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: 5px; margin-top: 10px;"> <p>J & E WAGGETT ARE CURRENTLY REGISTERED AS TENANTS OF EAST FARM AT ENTRY 13. THEIR TENANCY EXPIRED IN MAY 2018 SO THE ESTATE WOULD NOT EXPECT A CHALLENGE TOWARDS THE APPLICATION FROM THEM.</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: 07/10/2019</p> <p>Signatures: (R W MURPHY DIRECTOR)</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.

No. and date of note	Notes	No. and date of note	Notes
1	Application No. 1961 made 28th December 1969 by the Ramblers		
21st May, 70	Association, 124 Finchley Road, London N.W. 3 is noted in respect of		
	the registration at Entry No. 1 overleaf.		
2	Michael At Anthony Joseph Radcliffe and Edgar Warwick Fedden, Trustees		
16th Dec. 71	of the Estate of Sir Francis Denys Burton through their Agents, Messrs. Titley Paver-Crow and Fedden of 6 Princess Square, Harrogate claim		
	absolute ownership of the mines, veins and parcels of lead, copper, potters ore and iron ore which now are or at any time hereafter may be		
	discovered or found lying being or rising or growing in or upon by and over the land comprised in this Register Unit with full and free		
	liberty power, privilege and authority to work the same by underground		
	working or otherwise and other rights incident thereto as are more fully specified in a lease dated the 4th October 1738 and made between		
	Alexander Denton, Thomas Gibson (1) Thomas Smith and Henry Iacomb(2) and a Re-Lease dated the 5th October 1738 and made between Alexander		
	Denton and Thomas Gibson (1) Thomas Smith and Henry Iacomb(2) and John Maire.(3).		

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 Riding County Council

Register of COMMON LAND

COMMONS REGISTRATION ACT 1965
NORTH RIDING COUNTY COUNCIL
REGISTRATION AUTHORITY
18 DEC 1969
Date.....

Register unit No. C.L. 158

Edition No.

See Overleaf
for Notes

RIGHTS SECTION—Sheet No. 1

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
1 28th June, 68 (See Entry No. 8 below)	866 11th June, 68	Harry Beswick, Heugh Farm, Gunnerside, Richmond. Tenant.	a) to cut and take away turf; (b) to cut and carry away rushes; (c) to graze 140 ewes and followers; over the whole of the land comprised in this register unit. (Registration Provisional)	Heugh Farm and Ghyll Head Farm, Muker shown marked with a yellow verge line inside the boundary ^{edged red} on the supplemental map bearing the number of this registration.
2 28th June, 68 (See Entry No. 8 below)	581 28th Mar. 68	Ernest Joseph Alderson, Oxnop Ghyll, Gunnerside, Richmond. Tenant.	a) To graze 115 sheep (b) to cut and take away turf; c) to take surface stones; over the whole of the land comprised in this register unit. (Registration Provisional)	Oxnop Ghyll shown marked with a blue verge line ^{edged red} inside the boundary on the supplemental map bearing the number of this registration.
3 28th June, 1968 (See Entry No. 8 below)	582 27th May, 1968	Christopher Waggett, East Farm, Satron, Gunnerside, Richmond. Tenant. <i>(See entry No 13 below)</i>	To graze 150 sheep over the whole of the land comprised in this register unit. (Registration Provisional)	East Farm, Satron shown marked with a blue verge line inside the boundary ^{edged red} on the supplemental map bearing the number of this registration.
4 28th June, 68 (See Entry No. 8 below)	642 28th Mar. 1968	Ralph Waggett, Spring End, Low Row, Richmond. Tenant. <i>(See entry No 14 below)</i>	To graze 20 sheep all the year round over the whole of the land comprised in this register unit. (Registration Provisional) <i>(See entry No. 15 below)</i>	Bridgetop Farm, shown edged green ^{red} on the supplemental map bearing the number of this registration.
5 28th June, 68 (See Entry No. 8 below)	571 7th April, 1968	Maurice Metcalfe, Spring End, Low Row, Richmond, Yorks. Tenant. <i>(SEE ENTRY NO 10 BELOW)</i>	a) To graze 100 sheep over the whole of the land comprised in this register unit; (b) To cut and take away turf over the whole of the land comprised in this register unit. (Registration Provisional)	Spring End Farm, Low Row, Richmond, shown edged orange ^{red} on the supplemental map bearing the number of this registration.
6 13th Nov. 69 (See Entry No. 9 below)	1608 12th June 1968	Dennis Metcalfe, Swale Farm, Satron, Gunnerside, Richmond. Tenant.	a) The right of turbary; (b) The right to graze 80 sheep; over the whole of the land comprised in this register unit. (Registration Provisional)	Swale Farm, Satron, Gunnerside shown edged red on the supplemental map bearing the number of this register unit.
7 15th Dec. 69 (See Entry No. 9 below)	1459 11th June, 68	Robert John Guy, Hilltop Lodge, Gunnerside, Richmond. Tenant.	To graze 130 sheep over the whole of the land comprised in this register unit. (Registration Provisional)	Hill Top Farm, Gunnerside shown edged red on the supplemental map bearing the number of this register unit.
8 1st Mar. 1971	The registrations at Entries Nos. 1 to 5 above being undisputed, became final on the 1st October, 1970.			
9 13th August, 73	The registrations at Entries Nos. 6 & 7 above being undisputed became final on the 1st August, 1972.			

REGISTER OF COMMON LAND

Register Unit No CL 158
Edition No

RIGHTS SECTION - Sheet No 2

1. No and date of entry	2. 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
<p>10 6 February 1998</p>		<p>REGISTRATION AMENDMENT: Entry No 5 above is replaced by entry Nos 11 & 12 below.</p>		
<p>11 6 February 1998</p>	<p>17 October 1997</p>	<p>Gunnerside Estates Ltd Gunnerside Estate Office Ivelet Richmond North Yorkshire</p>	<p>To graze 100 sheep over the whole of the land comprised in this register unit.</p>	<p>Rights held in gross</p>
<p>12 6 February 1998</p>	<p>17 October 1997</p>	<p>Maurice Metcalfe Spring End Farm Low Row Richmond North Yorkshire</p>	<p>To cut and take away turf over the whole of the land in this register unit.</p>	<p>Spring End Farm, Low Row, Richmond shown edged red on supplemental map bearing the number of this register unit.</p>

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

RIGHTS SECTION – Sheet No 3

COMMONS ACT 2006
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
DATE 04 APR 2018

Register Unit No CL 158
Edition No 1

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 if attached or details of the owner of any right held in gross.	6. Declaration of entitlement to right and details of the right claimed
13 3 April 2018 (see entry 3)	CA15 120 5 October 2017 regulation 43 of the Commons Registration (England) Regulations 2014	J and E Waggett, East Farm, Satron, Gunnerside, Richmond, North Yorkshire, DL11 6JW. Tenants Declarants	To graze 150 sheep over the whole of the land comprised in this register unit.	East Farm, Satron shown edged red on the supplemental map bearing the number of this registration.	The applicants claim the right to graze 150 sheep over the whole of the land comprised in this register unit.
14 3 April 2018 (see entry 4)	CA15 120 5 October 2017 regulation 43 of the Commons Registration (England) Regulations 2014	J and E Waggett, East Farm, Satron, Gunnerside, Richmond, North Yorkshire, DL11 6JW. Tenants Declarants	To graze 20 sheep all the year over the whole of the land comprised in this register unit.	Bridgetop Farm, shown edged red on the supplemental map bearing the number of this registration.	The applicants claim the right to graze 20 sheep all the year over the whole of the land comprised in this register unit.

This sheet was replaced by a fresh edition on 24th May 2019

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

RIGHTS SECTION – Sheet No 3

COMMONS ACT 2006
NORTH YORKSHIRE COUNTY COUNCIL
REGISTRATION AUTHORITY
DATE 24 MAY 2019

Register Unit No CL 158
Edition No 2

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
13 3 April 2018 (see entry 3)	CA15 120 5 October 2017 regulation 43 of the Commons Registration (England) Regulations 2014	J and E Waggett, East Farm, Satron, Gunnerside, Richmond, North Yorkshire, DL11 6JW. Tenants Declarants	To graze 150 sheep over the whole of the land comprised in this register unit.	East Farm, Satron shown edged red on the supplemental map bearing the number of this registration.	The applicants claim the right to graze 150 sheep over the whole of the land comprised in this register unit.
14 3 April 2018 (see entry 4)	CA15-120 5 October 2017 regulation 43 of the Commons Registration (England) Regulations 2014	J and E Waggett, East Farm, Satron, Gunnerside, Richmond, North Yorkshire, DL11 6JW. Tenants Declarants	To graze 20 sheep all the year over the whole of the land comprised in this register unit.	Bridgetop Farm, shown edged red on the supplemental map bearing the number of this registration.	The applicants claim the right to graze 20 sheep all the year over the whole of the land comprised in this register unit.
15 24 May 2019 (see entry 4 and entry 14)	CA7 004 7 February 2019 s.13 of Commons Act 2006	Registration amendment: the right of common registered at entry 14 above was extinguished on the application of: Gunnerside Estate Ltd, The Estate Office, Ivelet, Gunnerside, Richmond, North Yorkshire DL11 6JH. Owner of the land over which the right is exercisable			

NOTE: This section contains the registration of every person registered under the Act as owner of any of the 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

Register unit No. C.L. 158

Edition No.

Register of COMMON LAND

COMMONS REGISTRATION ACT 1965
NORTH RIDING COUNTY COUNCIL
REGISTRATION AUTHORITY
Date 21 JUN 1968

See Overleaf
for Notes

OWNERSHIP SECTION—Sheet No. 1.

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. 21st June, 1968	749 19th Feb. 1968.	The Right Hon. Arthur William Ashton Earl Peel Hynning near Carnforth, Lancs. (Registration Provisional) Registration Provisional	All the land comprised in this register unit.
2 1st Mar. 1971		The registration at Entry No. 1 above being undisputed, became final on the 1st October, 1970.	

(See entry
No. 2 below)

This sheet was replaced by a fresh edition on 16 June 2017

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 158

Edition No 2

REGISTER OF COMMON LAND

OWNERSHIP SECTION – Sheet No 1

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

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 Carnforth, Lancs.	All the land comprised in this register unit.
2. 1 st March 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. 16 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.		

DATED

27 - May

1987

THE RIGHT HONOURABLE WILLIAM JAMES ROBERT
THE EARL PEEL

and

CHRISTOPHER WAGGETT

and

WILLIAM BIRKBECK WAGGETT

DEED OF EXCHANGE

OGLETHORPE STURTON & GILLIBRAND
16 CASTLE PARK
LANCASTER

Call 10/6

THIS DEED OF EXCHANGE is made the *twenty seventh* day of
May One thousand nine hundred and
eighty seven BETWEEN THE RIGHT HONOURABLE WILLIAM

JAMES ROBERT THE EARL PEEL of Gunnerside near Richmond
in the County of North Yorkshire (hereinafter called
"Lord Peel") of the first part CHRISTOPHER WAGGETT of
2 Flat Lands Gunnerside near Richmond aforesaid
(hereinafter called "the Existing Trustee") of the
second part and WILLIAM BIRKBECK WAGGETT of 329
Coniscliffe Road Darlington County Durham (hereinafter
called "the New Trustee") of the third part (the
Existing Trustee and the New Trustee being hereinafter
together referred to as "the Trustees")

W H E R E A S

- (a) Lord Peel is seized of the property described in
the First Schedule hereto for an estate in fee
simple in possession free from incumbrances
- (b) By a Conveyance made the 21st day of November
1936 and made between Margaret Ann Rutter and
Ralph Waggett of the first part the Existing
Trustee of the second part and the Existing
Trustee and Mary Margaret Waggett of the third
part the property more particularly described in
the Second Schedule was together with other
property conveyed unto the Existing Trustee and
the said Mary Margaret Waggett upon trust to
sell the same with power to postpone the sale
thereof and the Existing Trustee and the said

Mary Margaret Waggett declared that they held the said property and the net proceeds of sale thereof upon the trusts of a Declaration of Trust contained in a Deed bearing even date therewith

- (c) The said Mary Margaret Waggett died on the 15th day of August 1947
- (d) The Existing Trustee in execution of the said trust for sale has agreed with Lord Peel for an exchange of the property described in the Second Schedule hereto for the property contained in the First Schedule hereto
- (e) In order to carry out the said exchange the Existing Trustee desires to appoint the New Trustee to be a Trustee of the heretofore recited Conveyance in the place of the said Mary Margaret Waggett and jointly with himself

NOW THIS DEED WITNESSETH as follows;

1. THE Existing Trustee in exercise of his special power in that behalf and every other power enabling hereby appoints the New Trustee to be a Trustee of the Conveyance hereinbefore recited jointly with the Existing Trustee in place of the said Mary Margaret Waggett

2. IN consideration of the Conveyance of Lord Peel hereinafter made the Trustees as Trustees named, convey unto Lord Peel ALL THAT property more particularly described in the Second Schedule hereto

TO HOLD the same unto Lord Peel in fee simple

3. IN consideration of the Conveyance hereinbefore made Lord Peel hereby conveys unto the Trustees ALL THAT property more particularly described in the First Schedule hereto TO HOLD the same unto the Trustees in fee simple

4. THE Trustees hereby declare as follows;

The Trustees shall hold the property hereby conveyed unto the upon trust to sell the same with power to postpone the sale thereof and shall hold the said property and the net income thereof until sale and the net proceeds of sale upon the trusts declared by the said Deed of Declaration made the 21st day of November 1936 and further that the Trustee for the time being of this Deed shall have Full power until the expiration of Twenty-one years from the death of the survivor of the Trustees to mortgage lease or otherwise dispose of all or any part of the hereditaments hereby conveyed with all the powers in that behalf of an absolute owner

5. IT is hereby agreed and declared that liability for maintaining in a good and stockproof condition the boundary walls and fences separating the property conveyed from the adjoining property of the parties hereto shall be in accordance with the T marks on the Plan annexed hereto

6. LORD Peel hereby acknowledges the right of the trustee to the production of the documents specified

in the Third Schedule hereto (the possession of which is retained by Lord Peel) and to delivery of copies thereof and undertakes with the Trustees for the safe custody of the same

7. THE Trustees hereby acknowledge the right of Lord Peel to the production of the documents specified in the Fourth Schedule hereto (the possession of which is retained by the trustees) and to delivery of copies thereof

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

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

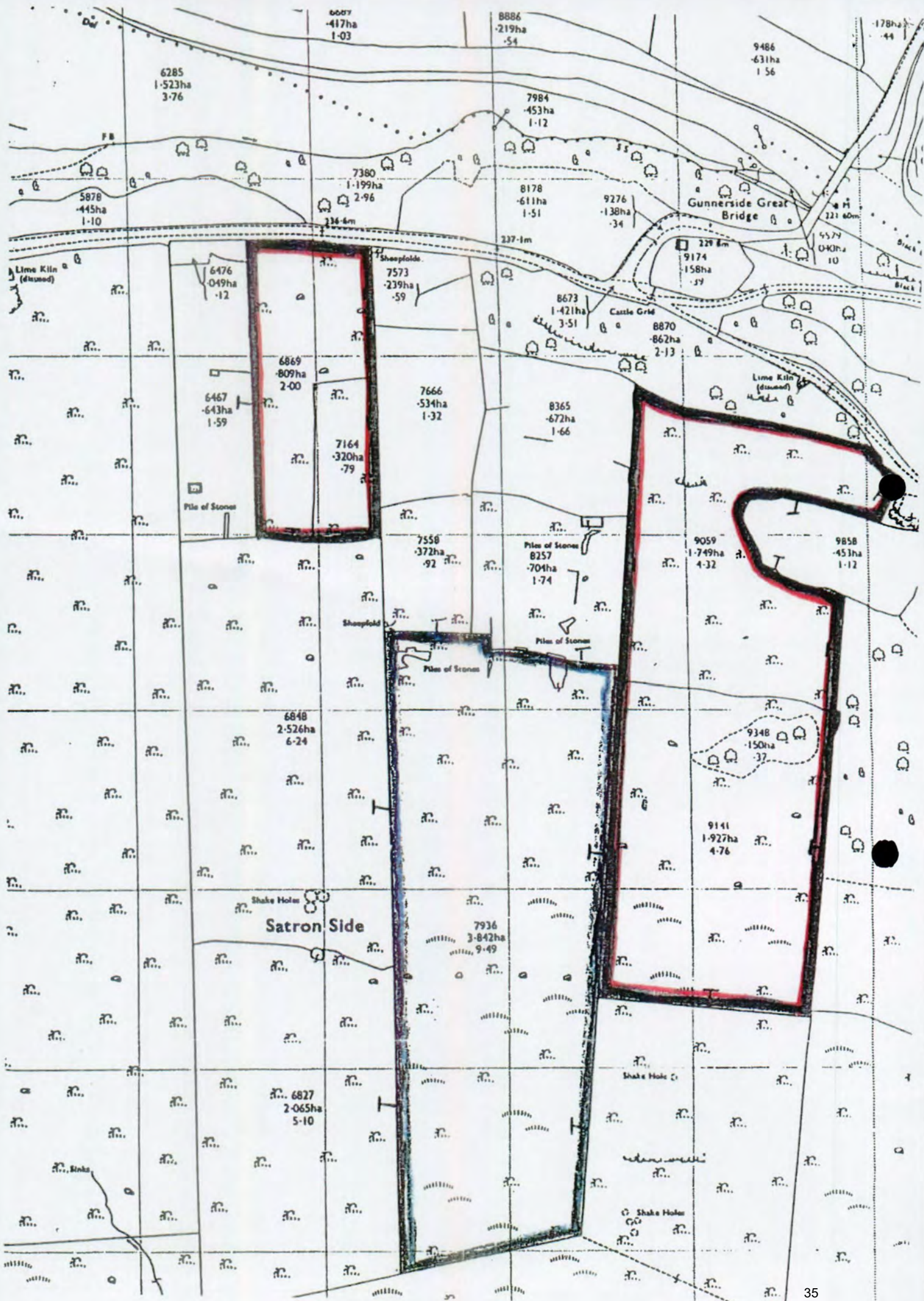
THE FIRST SCHEDULE

ALL THOSE pieces or parcels of land at Satron Side near Gunnerside Richmond in the County of North Yorkshire more particularly hereunder set out namely:

<u>O.S. NUMBER</u>	<u>ACREAGE</u>
6869	2.00
7164	0.79
9059	4.32
9349	0.27
9141	4.76
<u>TOTAL</u>	12.24

ALL WHICH said pieces or parcels of land are for the





purpose of identification only shown edged red on the plan annexed hereto Excepting and Reserving unto Lord Peel his heirs and assigns the exclusive right (subject to the provisions of the Ground Game Acts or any statutory re-enactment thereof) of fishing, shooting, sporting and killing over and upon the said property and of carrying away and keeping for his and their own use and benefit all fish and game (including hares and rabbits) and all other birds and animals usually the subject of sport and wild fowl and of keeping and preserving the nests and eggs of all winged game and wild fowl and the right and liberty to erect game butts stands and hides and to protect and preserve all fish and game aforesaid TOGETHER WITH the right for Lord Peel his servants agent and all persons authorised by him or them for all or any of the purposes aforesaid to enter on and to pass and re-pass over the said property or any part thereof they exercising the rights hereby reserved in a proper and careful manner and doing as little damage as possible to the premises over which the same are exercisable and compensating to the Trustees and their tenants for any damage sustained to the premises or otherwise through the exercise of such right

THE SECOND SCHEDULE

ALL THAT allotment on Satron Side Gunnerside aforesaid numbered 7936 on the Ordnance Survey Map of the area containing 9.49 acres of therabouts as the same is

for the purpose of identification only shown edged blue on the plan annexed hereto SUBJECT TO the right of the Lord of the manor of Healaugh Old Land to the mines and minerals and the sporting and other rights of the said Lord of the manor

THE THIRD SCHEDULE

25 Jun 1949	Conveyance	Marquess Jackson (1) The Right Honourable Arthur William Ashton Earl Peel (2)
4 Jul 1971	Assent	William Francis Martin Horne (1) Lord Peel (2)

THE FOURTH SCHEDULE

21 Nov 1936		Margaret Ann Rutter and Ralph Waggett (1) the Existing Trustee (2) the Existing Trustee & Mary Margaret Waggett (3)
-------------	--	--

SIGNED SEALED AND DELIVERED by)
THE RIGHT HONOURABLE WILLIAM)
JAMES ROBERT THE EARL PEEL in)
the presence of :-)

41 Kingmoor Rise
Kendal. Cumbria.
Secretary

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




Wigan
Kendal
Harmendon, Gurnesside Richmond YEs
(Retired)

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


Witness

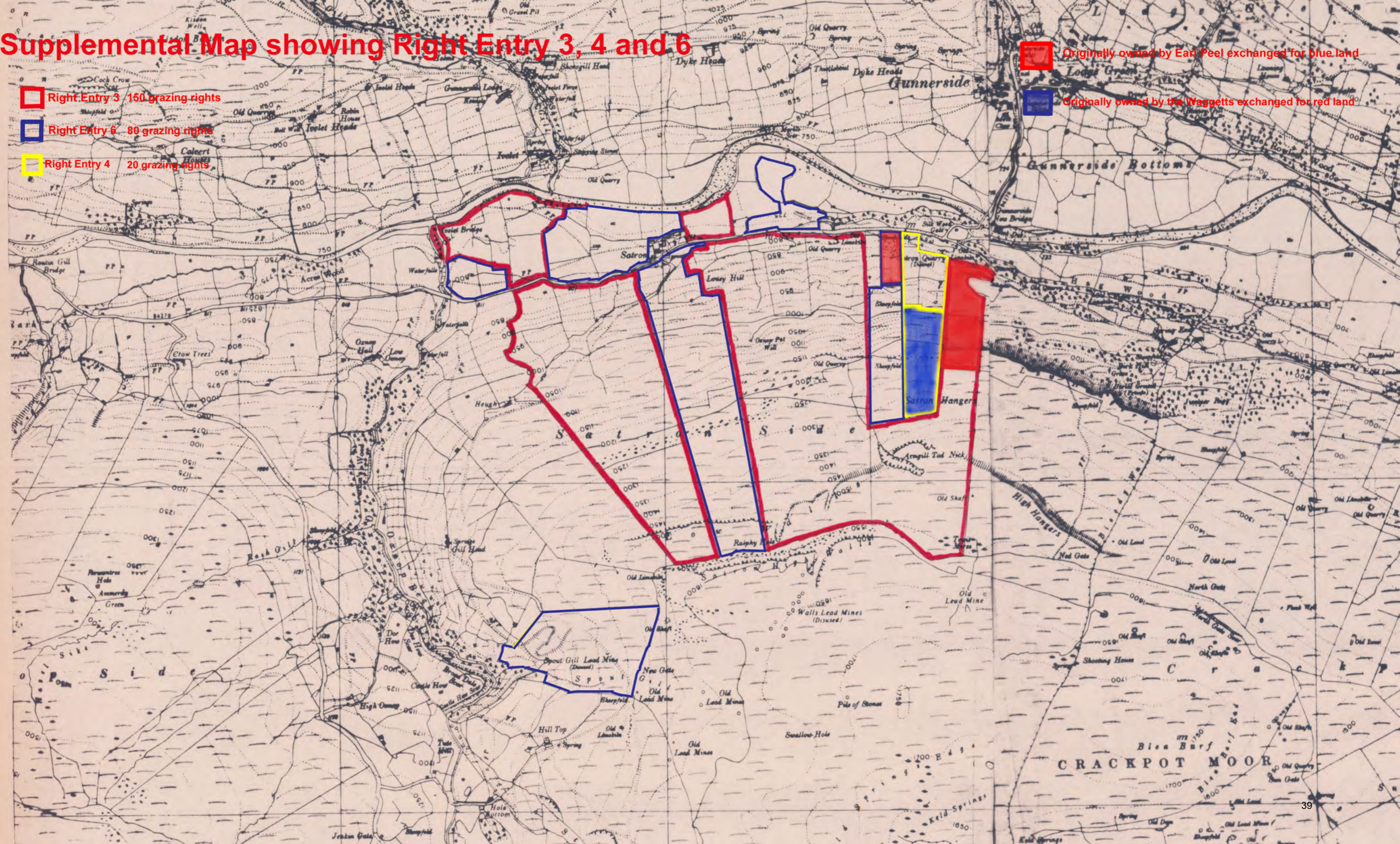
(J. K. T. N. O. R. F. A. W. E. N.
NY-RECALLER
(SECRETARY)

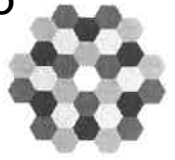
Supplemental Map showing Right Entry 3, 4 and 6

-  Right Entry 3 150 grazing rights
-  Right Entry 6 80 grazing rights
-  Right Entry 4 20 grazing rights

 Originally owned by Earl Peel exchanged for blue land

 Originally owned by the Waggetts exchanged for red land





04 APR 2012

3 April 2012

Your ref
BDL701375

Our ref
NYK162725/OC/001

Land Registry
Durham Office
Southfield House
Southfield Way
Durham
DH1 5TR

DX 60200 Durham 3
Tel 0191 301 3500
Fax 0191 301 0020
Email durham.office@landregistry.gsi.gov.uk
www.landregistry.gov.uk

Official copy/copies

LR payment ref 03/04 Z0DM5DRB
Fee debited £8.00

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the Land Registry office named if you have any questions about the enclosed official copy/copies.

BDL701375

GEORGE F WHITE LLP
DX 67803
ALNWICK



Official copy of register of title

Title number NYK162725

Edition date 20.09.2010

- This official copy shows the entries in the register of title on 2 April 2012 at 16:30:43.
- 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 3 April 2012.
- 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 Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Durham Office.

A: Property register

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

NORTH YORKSHIRE : RICHMONDSHIRE

- 1 (09.02.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Gunnerside Estate, Gunnerside.

NOTE: In so far as the red edging on the filed plan includes highways maintainable at public expense those parts of the highways which are vested in the relevant highway authority are not included in the registration.

- 2 (09.02.1995) The lead, copper, iron and potters ore together with ancillary rights of working are excepted.
- 3 (09.02.1995) There are excluded from the registration of the land edged and numbered 1 in blue on part 9 of the filed plan the mines and minerals excepted by the Conveyance dated 4 August 1942 referred to in the Charges Register in the following terms and the land is also subject to the following rights reserved thereby:-

"EXCEPT AND RESERVING to the Company in fee simple (1) All mines metals ores minerals clay stones flint granite chert quarries and mineral substances of every description within or under the property (other than and except such of the same (if any) as immediately before the execution hereof were vested in other persons and subject as to the coal and other minerals (if any) which will vest in the Coal Commission under the Coal Act 1938 to the provisions of that Act) TOGETHER with the benefit of and the right to receive all (if any) compensation payable under the said Act for the coal and other minerals affected thereby with free liberty of ingress egress and regress to and for the owner or owners of the said excepted mines and minerals and their or his grantees stewards agents servants or workmen with or without horses carts and carriages at all times into and upon and from the property hereby conveyed for the purpose of working and getting and carrying away the said excepted minerals by open workings or

A: Property register continued

otherwise and notwithstanding that the surface of the property hereby conveyed or the buildings thereon may be deprived of support or otherwise injured the person or persons exercising the rights and liberties aforesaid making from time to time adequate compensation to the Purchaser and the persons deriving title under him for any damage thereby done or occasioned."

- 4 (09.02.1995) A Conveyance of the land edged and numbered 3 in yellow on part 5 of the filed plan dated 28 May 1969 made between (1) The Right Honourable Arthur William Ashton of Earl Peel (Vendor) and (2) Elsie Margaret Buckler (Purchaser) contains the following provision:-

IT IS HEREBY AGREED AND DECLARED as between the property hereby conveyed and the adjoining property belonging to the Vendor all rights of way light air flow of water drainage and other easements or quasi-easements shall remain as the same hitherto existed under one ownership and that all walls (both interior and exterior) and fences separating the property hereby conveyed from the adjoining property shall be and be deemed to be party walls and fences and repaired and maintained accordingly.

- 5 (09.02.1995) The land edged and numbered 46 and 47 in blue on part 9 of the filed plan has the benefit of the following rights granted by a Conveyance of the said land dated 30 May 1974 made between (1) Gregson Bell Porter (Vendor) and (2) The Right Honourable William James Robert Earl Peel (Purchaser):-

"TOGETHER ALSO WITH a right of way with a vehicle or vehicles over the Vendor's said adjoining land for the purpose only of maintaining the fences surrounding the said two pieces of land as are more particularly mentioned in Clause 2 hereinafter mentioned."

NOTE: Details of the provisions of Clause 2 referred to are set out in the Schedule of Personal Covenants annexed.

- 6 (09.02.1995) The land edged and numbered 49 in blue on Part 9 of the filed plan has the benefit of the following rights granted by a Conveyance of the said land dated 2 September 1974 made between (1) Gregson Bell Porter (Vendor) and (2) The Right Honourable William James Robert Earl Peel (Purchaser):-

"TOGETHER ALSO WITH a right of way with a vehicle or vehicles over the Vendor's said adjoining land for the purpose only of maintaining the fences surrounding the said piece of land as is more particularly mentioned in Clause 2 hereinafter mentioned."

NOTE: Details of the provisions of Clause 2 referred to are set out in the Schedule of Personal Covenants annexed.

- 7 (09.02.1995) The land affected thereby has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the land edged and numbered 4 in yellow on Enlargement E only dated 16 November 1976 made between (1) The Right Honourable William James Robert the Earl Peel (Vendor) and (2) Ivor John Hunt (Purchaser):-

TOGETHER WITH BUT SUBJECT TO all privileges in the nature of light air drainage way and passage and other like privileges of a continuous nature hitherto used and enjoyed by or over the property hereby conveyed and the adjoining property retained by the Vendor and TOGETHER WITH the rights and easements mentioned in Clause 2 hereof but EXCEPT AND RESERVING as mentioned in Clause 3 hereof.

.....
The following rights and easements are included in the Conveyance hereby

A: Property register continued

made namely:-

(1) A right (so far as the Vendor can grant the same) for the Purchaser and his successors in title together with the Vendor and all other persons entitled to a like right to the flow of water from a spring called Blackburn Spring but Subject to the terms of a Memorandum of Agreement dated the Twenty first day of December One thousand nine hundred and twenty one and made between Charles Alderson of the one part and Simon Fawcett of the other part.

(2) A right for the Purchaser and his successors in title to lay and construct a drain or drains from the septic tank to be constructed on part of the property hereby conveyed into the adjoining land of the Vendor on the East side of the property hereby conveyed.

(3) A right for the Purchaser and his successors in title to install and thereafter maintain a septic tank (after the type design and position thereof shall first have been approved in writing by the Vendor's Agents) to serve the property hereby conveyed should it prove impracticable to install such septic tank within the curtilage of the property hereby conveyed.

(4) A right for the Purchaser and his successors in title to enter onto the Vendor's adjoining land through the gate shown on the said plan and situated to the South of the property hereby conveyed for the purpose of installing and maintaining such septic tank and drains.

PROVIDED ALWAYS that in the exercise of such rights the Purchaser shall do as little damage as reasonably practicable to the Vendor's adjoining land and shall reinstate and restore the surface thereafter and shall pay to the Vendor compensation for any damage so done which shall prove to be incapable of remedy.

3. There is excepted and reserved in fee simple to the Vendor and his successors in title (1) a right to build on any adjoining or neighbouring land now or at any time hereafter belonging to him and to erect or suffer to be erected thereon any building whatsoever notwithstanding that such building may affect or diminish the light or air which may now or hereafter be enjoyed by or in respect of the property hereby conveyed or any dwellinghouse or other buildings hereafter to be erected thereon.

(2) A right to sell or otherwise dispose of any such adjoining or neighbouring land or buildings on such terms either free from or subject to any covenants stipulations or conditions as he may think fit.

.....
The Purchaser hereby covenants with the Vendor and his successors in title.
.....

(2) To lay and construct the drains in respect of the outflow from the Purchaser's septic tank in good and workmanlike condition in such a manner as to ensure the proper disposal of the effluent from the said septic tank and thereafter to maintain the same free from any offensive or noxious odour and in good working condition.

NOTE: No further particulars of the Agreement dated 21 December 1921 referred to were supplied on First Registration.

8 (09.02.1995) The land has the benefit of the following rights reserved by the Conveyance dated 1 November 1977 referred to in the Charges Register:-

EXCEPTING AND RESERVING NEVERTHELESS unto the Vendor and his successors in title and his or their servants and agents and persons authorised by him or

A: Property register continued

them.....all rights of sporting shooting hunting and fishing thereover with rights of entry onto and access over such land for the purpose of exercising such rights.

NOTE: The sporting and other rights referred to are exercisable over the land edged and numbered 5 and 6 in yellow on Part 5 of the filed plan and edged and numbered 7 in yellow on enlargement C only.

- 9 (09.02.1995) The land has the benefit of the following rights reserved by a Conveyance dated 1 November 1977 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Dennis Thornborrow and Charles Robert Thornborrow (Purchasers):-

EXCEPTING AND RESERVING NEVERTHELESS unto the Vendor and his successors in title and his or their servants and agents and persons authorised by him or them.....all rights of sporting shooting hunting and fishing thereover with rights of entry onto and access over such land for the purpose of exercising such rights.

NOTE: The sporting and other rights referred to are exercisable over the land edged and numbered 8 to 11 in yellow on Part 5 of the filed plan.

- 10 (09.02.1995) The land has the benefit of the following rights reserved by a Conveyance of adjoining land dated 10 February 1981 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Robert Thornborrow and Elizabeth Thornborrow (Purchasers):-

EXCEPTING AND RESERVING NEVERTHELESS unto the Vendor and his successors in title and his or their servants and agents and all persons authorised by him or them.....all rights or sporting shooting hunting and fishing thereover with rights of entry onto and access over such property for the purpose of exercising such rights.

NOTE 1: The sporting and other rights referred to are exercisable over the land shown edged red on the plans

NOTE 2: Copy Plans filed.

- 11 (09.02.1995) The land affected thereby has the benefit of the rights granted by a Deed dated 24 January 1984 made between (1) John Harwood Keen and (2) The Right Honourable William James Robert The Earl Peel.

NOTE: Original filed under NYK169877

- 12 (09.02.1995) The land has the benefit of the following rights reserved by a Conveyance of three areas of adjoining neighbouring land dated 9 April 1984 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Robert Thornborrow and Elizabeth Thornborrow (Purchasers):-

EXCEPTING AND RESERVING NEVERTHELESS out of the said properties hereinbefore described unto the Vendor and his successors in title and his or their servants or agents and all others authorised by him or by them.....all rights of sporting shooting and hunting thereover with rights of entry onto and access over the same for the purpose of the exercise of such rights.

NOTE: The sporting and other rights referred to are exercisable over the land edged and numbered 13, 14 and 15 in yellow on Part 5 of the filed plan.

A: Property register continued

13 (09.02.1995) The land affected thereby has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 16 and 17 in yellow on Enlargement G only and Part 9 of the filed plan respectively dated 15 January 1985 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and (2) Brita Joan Elizabeth Noble (Purchaser):-

TOGETHER WITH a right for the Purchaser in common with the Vendor and all others entitled to a like right to drain through the existing pipes into the existing tank situate on the Vendors retained land numbered 119 on the O S map of the area the Purchaser paying one half of the cost of upkeep maintenance and repair and renewal of the said tank.

.....
EXCEPTING AND RESERVING unto the Vendor the owner and occupier for the time being of the Vendors retained land a right to drain through the existing pipes or drains under the property contracted to be sold to the existing septic tank TOGETHER WITH a right of entry onto the property contracted to be sold for the purpose of maintenance repair upkeep and renewal of the said pipes and TOGETHER FURTHER with a right to drain into and through such pipes drains and sewers as the Vendor may install under the property contracted to be sold within twenty one years from the date hereof the Vendor paying the cost of installation maintenance upkeep and renewal of the same TOGETHER FURTHER with a right of fishing in Shoregill where the same abutts the property contracted to be sold with a right on foot only along the bank of the said Shoregill and the right to trim and lob the trees undergrowth overhanging the same.

NOTE 1: The position of the tank referred to was not shown on the Conveyance Plan but the septic tank referred to is marked ST2 on Enlargement G on the filed plan

NOTE 2: Copy Plan filed.

14 (09.02.1995) The land affected thereby has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the south easterly boundary of the land edged and numbered 8 in blue between points C and D on part 5 of the filed plan dated 17 December 1985 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and (2) Susan Haywood (Purchaser):-

"TOGETHER WITH the following rights for the Purchaser and her successors in title the owners and occupiers for the time being of the property hereby conveyed:-

i) A right of way at all times and for all purposes with or without vehicles over the roadway shown coloured brown on the said plan the Purchaser and her successors in title as aforesaid maintaining the same in a condition suitable for motor vehicles subject to payment by the owners for the time being of Stonehouse Farm of a contribution to the cost of maintenance upkeep repair and renewal of the same according to user and SUBJECT TO payment by the Vendor and his successors in title of a proportion according to user of the cost of maintenance repair upkeep and renewal of the same.

ii) A right to the free flow of effluent and soil through the pipes and into the septic tank situate at the point marked on the said plan TOGETHER WITH a right to enter onto the adjoining land of the Vendor for the purpose of maintenance upkeep repair and renewal of the said septic tank and pipes the Purchaser or her successors in title as aforesaid keeping the said tank in good working condition free from noxious odours:-

iii) A right (so far as the Vendor can grant the same) and as hitherto

A: Property register continued

subsisting to take water from the existing water supply spring and tanks upon payment by the Purchaser of the cost of contribution agreed from time to time with the owner thereof to the cost of maintenance upkeep repair and renewal of the same.

EXCEPT AND RESERVING unto the Vendor and his successors in title the owners and occupiers of the Gunnerside Estate his servants and agents and all persons authorised by them and all persons entitled for the time being to a like right to a right of way at all times and for all purposes with or without vehicles over the roadway shown coloured blue on the said plan subject to the payment by the Vendor and his successors in title the owners and occupiers of the Gunnerside Estate of a contribution to the cost of maintenance upkeep repair and renewal of the same according to user.

.....
The Purchaser hereby covenants with the Vendor to maintain the roadway shown coloured blue and brown on the plan in a fit condition for motor vehicles."

NOTE: Copy Plan filed.

- 15 (09.02.1995) The land has the benefit of the following rights reserved by the Conveyance dated 3 January 1986 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Vendor and his successors in title the owners and occupiers for the time being of the Vendor's Gunnerside Estate full and exclusive right of sporting over the property contracted to be sold TOGETHER WITH the right for the Vendor and his successors in title his servants and agents and all persons authorised by them to enter upon the property contracted to be sold for the purpose of exercising such right and for the purpose of destruction of vermin thereon FURTHER EXCEPTING AND RESERVING unto the Vendor all rights of common or rights in the nature of commonable rights subsisting or hitherto subsisting as appurtenant to Shoregill Head Farm and all quota or similar rights to the production of milk relating."

NOTE: The sporting and other rights referred to are exercisable over the land edged and numbered 17 in yellow on Part 9 of the filed plan.

- 16 (09.02.1995) The land has the benefit of the following rights reserved by a Deed of Exchange dated 27 May 1987 made between (1) The Right Honourable William James Robert The Earl Peel (Lord Peel) (2) Christopher Waggett (the Existing Trustee) and (3) William Birkbeck Waggett (the New Trustee):-

"Excepting and Reserving unto Lord Peel his heirs and assigns the exclusive right (subject to the provisions of the Ground Game Acts or any statutory re-enactment thereof) of fishing, shooting, sporting and killing over and upon the said property and of carrying away and keeping for his and their own use and benefit all fish and game (including hares and rabbits) and all other birds and animals usually the subject of sport and wild fowl and of keeping and preserving the nests and eggs of all winged game and wild fowl and the right and liberty to erect game butts stands and hides and to protect and preserve all fish and game aforesaid TOGETHER WITH the right for Lord Peel his servants agent and all persons authorised by him or them for all or any of the purposes aforesaid to enter on and to pass and re-pass over the said property or any part thereof they exercising the rights hereby reserved in a proper and careful manner and doing as little damage as possible to the premises over which the same are exercisable and compensating to the Trustees and their tenants for any damage sustained to the premises or otherwise through the exercise of such right."

A: Property register continued

NOTE: The sporting and other rights referred to are exercisable over the plots of land edged and numbered 20 to 22 in yellow on Part 9 and 10 of the filed plan.

- 17 (09.02.1995) The Deed of Exchange dated 27 May 1987 referred to above contains the following provision:-

"It is hereby agreed and declared that liability for maintaining in a good and stockproof condition the boundary walls and fences separating the property conveyed from the adjoining property of the parties hereto shall be in accordance with the 'T' marks on the plan annexed hereto."

NOTE 1: The areas of land edged and numbered 19, 20 and 21 in yellow on Enlargement J and Part 9 of the filed plan and edged and numbered 64 in blue on Part 9 of the filed plan are the areas conveyed and adjoining property referred to

NOTE 2: The 'T' marks referred to are reproduced on the filed plan so far as they affect the land in this title

NOTE 3: A 'T' mark also affected the westerly boundary of the land edged and numbered 64 in blue on Part 9 of the filed plan but is now internal.

- 18 (09.02.1995) The land edged and numbered 65 in blue on Parts 5 and 8 of the filed plan and Enlargement N has the benefit of the following rights reserved by a Conveyance of the adjoining land on the filed plan dated 22 June 1987 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and (2) Ian Wood and Linda Eleanor Wood (Purchasers):-

Excepting and reserving also unto the Vendor and his successors in title the owners or occupiers of the Field Ordnance Survey Number 635 on the said plan and all persons authorised by them a right of way at all times and for all agricultural purposes with or without vehicles and animals over so much of the Property hereby conveyed as is hatched red on the plan together with a right to create an entrance to such and from the public highway in the position agreed with the Vendor.

NOTE: Field 635 referred to is edged and numbered 65 in blue on Parts 5 and 8 of the filed plan. The land hatched red referred to is shown hatched brown on Enlargement N.

- 19 (09.02.1995) The land has the benefit of the following rights reserved by the Conveyance dated 22 June 1987 referred to above:-

"Excepting and reserving unto the Vendor and his successors in title and all persons authorised by him and them exclusive right of sporting over the property hereby conveyed with the right to enter thereon for the purpose of exercising the said right and of destroying game and ground game thereon and the right to destroy vermin."

NOTE: The sporting right and ancillary right of entry are exercisable over the land edged and numbered 23 in yellow on Parts 5 and 8 and Enlargement N and hatched brown on Enlargement N of the filed plan.

- 20 (09.02.1995) The Conveyance dated 25 August 1989 referred to in the Charges Register contains the following reservation which is expressed to be for the benefit of the land edged and numbered 38 to 42 on Part 9 and Enlargement G of the filed plan:-

"EXCEPT AND RESERVING unto the Vendor the owner and occupier for the time being of the Vendors retained land a right to drain through the existing pipes or drains under the property hereby conveyed to the existing septic

A: Property register continued

tank TOGETHER WITH a right of entry onto the property hereby conveyed for the purpose of maintenance repair upkeep and renewal of the said pipes."

NOTE: The Vendor's retained land referred to is that comprised in the Conveyance dated 6 April 1950 referred to in the Charges Register and comprises the land edged and numbered 38 to 42 on Part 9 and Enlargement G of the filed plan and other land.

- 21 (09.02.1995) The land has the benefit of the following rights reserved by the Conveyance dated 11 June 1991 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Vendor and his successor in title and all persons authorised by him and them the exclusive right of shooting and sporting over the property hereby conveyed TOGETHER WITH a right of entry thereon for such purpose and for the destruction of vermin."

NOTE: The sporting rights and other rights referred to are exercisable over the land edged and numbered 26 in yellow on Enlargement H only to the filed plan.

- 22 (09.02.1995) The land affected thereby has the benefit of the following rights reserved by a Transfer of land adjoining the south easterly boundary of the land edged and numbered 8 in blue between points C and D on Part 5 of the filed plan dated 24 November 1994 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and (2) Susan Haywood (Purchaser):-

"EXCEPTING AND RESERVING unto the Vendor and his successors in title and all others entitled to a like right a right of way at all times and purposes over and along the roadway shown and coloured brown on the plan."

NOTE: Copy Plan filed.

- 23 (09.02.1995) There are excluded from this registration the mines and minerals excepted by the Transfer dated 1 February 1995 referred to in the Charges Register in the following terms:-

"Subject to.....all rights of the Vendor in or to any mines and minerals."

- 24 (14.08.1997) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 25 (14.08.1997) The land affected thereby has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered NYK193834 in green on the filed plan dated 10 July 1997 made between (1) Gunnerside Estates Limited and (2) John Whitell Porter:-

"The Gunnerside Property is transferred together with the right set out in the First Schedule to this Transfer.

To the extent that the same is not already owned by Gunnerside there are reserved out of the Gunnerside Property for the benefit of Gunnerside's Retained Land the rights and matters set out in the Second Schedule to this Transfer.

THE FIRST SCHEDULE
The Rights

A right of way for Mr Porter and the owners and occupiers for the time

A: Property register continued

being of the Gunnerside Property and all persons authorised by Mr Porter or any of them at all times by day or night with or without vehicles and/or animals to pass and repass over and along such part of Gunnerside's Retained Land as comprises the field shown for the purposes of identification only coloured green on the Plan ("the Field") for the purposes of allowing the animals of Mr Porter or any of them to take water from Oxnop Beck provided that no guarantee or warranty is given by Gunnerside that the water (if any) in Oxnop Beck is now or will in the future be adequate in terms of quality or quantity for those wishing to exercise this right.

THE SECOND SCHEDULE The Reservations

1. All such easements rights privileges and advantages (if any) over the Gunnerside Property as would by virtue of the Law of Property Act 1925 Section 62 have passed on a transfer to a third party of Gunnerside's Retained Land if that transfer had been executed one day prior to the date of this Transfer and there had been diversity of occupation on that date and without prejudice to the following paragraphs of this Schedule.
2. The right of uninterrupted and unimpeded access of light and air to Gunnerside's Retained Land over the Gunnerside Property.
3. The full and exclusive right and privilege of all persons authorised by Gunnerside at all times of driving shooting fowling sporting killing and carrying away for its or their own use all manner of game ground game wildfowl woodcock snipe and other wild birds listed in the Wildlife and Countryside Act 1981 Schedule II ("Game") in over and on the Gunnerside Property together with the right to enter upon the Gunnerside Property and the right in common with Mr Porter to kill by any lawful means rabbits hares and vermin from time to time on the Gunnerside Property provided that Gunnerside or other persons exercising the rights and liberties specified in this paragraph shall pay reasonable compensation to Mr Porter or his successors in title to the Gunnerside Property for damage which shall be caused to the Gunnerside Property or for any livestock for the time being on it in the exercise of the above-mentioned rights and liberties the amount of such compensation in the event of any dispute between the parties to be settled by an Arbitrator to be appointed (on the application in writing of either Gunnerside or Mr Porter or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1979 or any statutory modification or re-enactment of them for the time being in force.
4. All mines and minerals quarries clay stone chalk flints marl gravel petroleum and its relative hydrocarbons and all other gases and substances in upon or under the Gunnerside Property of a kind normally worked by underground or surface working (other than those vested in the Crown or any statutory authority or other body whether by statute or otherwise) together with all rights and powers necessary to enable Gunnerside and its successors in title to search for win work carry away and dispose of such mines and minerals at such times and in such manner as it or they shall think fit including the right to undertake all such works by surface or underground workings and at any time to let down the surface of the Gunnerside Property or any part of it subject to Gunnerside or its successors in title exercising such rights.
 - (a) Paying proper compensation for the occupation of any part of the surface of the Gunnerside Property by it or them in connection with such workings and for all damage done to the surface and all other losses caused to Mr Porter or his successors in title by reason of the exercise of any

A: Property register continued

of the above-mentioned rights the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on the application in writing of either Gunnerside or Mr Porter or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1979 or any statutory modification or re-enactment of them for the time being in force.

(b) On completion of the workings or the abandonment of them restoring the surface of the Gunnerside Property so far as practicable to the same condition as that prior to the start of any such workings and

(c) Giving Mr Porter or his successors in title not less than one month's notice of intention to enter the Gunnerside Property and exercise the above-mentioned rights.

5. A right of way for Gunnerside and the owners and occupiers for the time being of Gunnerside's Retained Land and all persons authorised by Gunnerside or any of them at all times by day or night with or without vehicles of any description and with or without animals to pass and re-pass over and along such part of the Gunnerside Property as comprises the track or road shown for the purposes of identification only coloured orange on the Plan and running from the Track to the publicly adopted highway known as Satron Road for all purposes connected with the use occupation and enjoyment of Gunnerside's Retained Land in whatever state the same may be and to whatever use the same or any erection or building to be made thereon may be put provided that the right contained in this paragraph is at all times subject to the person or persons exercising or entitled to exercise such right paying a fair proportion (according to use) of the costs of repairing renewing maintaining and cleansing the said track or road to a reasonable agricultural standard (but suitable for the use of private domestic cars) and in any event to a standard not higher than at the date of this Transfer.

.....
"The Gunnerside Property" means part of the land comprised in the 1995 Transfer such part being the land at Hill Top Gunnerside as aforesaid shown edged red on the Plan but excluding therefrom the land known as Hill Top Farm High Oxnop Satron Muker as aforesaid comprised in the 1974 Conveyance and now registered at Land Registry under Title Number NYK63753.

.....
"Gunnerside's Retained Land" means together Mr Porter's Property (excluding all of the said gaits) and the land comprised in the 1995 Transfer (excluding the Gunnerside Property).

"Game" shall have the meaning ascribed to that expression by Paragraph 3 of the Second Schedule to this Transfer.

.....
"The Track" shall mean the track or road shown for the purposes of identification only coloured blue on the Plan and running from the publicly adopted highway known as Askrigg Road to the Gunnerside Property.

"The Field" shall have the meaning ascribed to that expression by the First Schedule to this Transfer."

NOTE: The land coloured green referred to is edged and numbered 68 in blue on Part 9 of the filed plan. The track or road coloured orange referred to is hatched mauve on Part 9 of the filed plan. The track referred to is that leading from the western end of the track or road hatched mauve on Part 9 of the filed plan and into Askrigg Road.

26 (14.08.1997) The Transfer dated 10 July 1997 referred to above contains the following provision:-

A: Property register continued

"The parties hereto declare that nothing contained herein shall by implication of law or otherwise convey or demise to Mr Porter any easement right privilege right licence or advantage whatsoever over Gunnerside's Retained Land other than the right herein specifically demised and such easements rights privileges licences or advantages over Gunnerside's Retained Land (other than the right herein specifically demised) as exist are hereby expressly excluded including (without limitation) any rights of grazing or other rights now or formerly appurtenant or appendant to the Gunnerside Property."

27 (19.02.1998) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered 28 in yellow on Part 9 of the filed plan dated 17 October 1997 made between (1) Gunnerside Estates Limited and (2) Maurice Metcalfe:-

"There are reserved out of The Swale Fields for the benefit of Gunnerside's Retained Land the rights and matters set out in the Schedule to this Transfer.

.....

THE SCHEDULE
The Reservations

1. All such easements rights privileges and advantages (if any) over The Swale Fields as would by virtue of the Law of Property Act 1925 Section 62 have passed on a transfer to a third party of Gunnerside's Retained Land if that transfer had been executed one day prior to the date of this Transfer and there had been diversity of occupation on that date and without prejudice to the following paragraphs of this Schedule.

2. The right of uninterrupted and unimpeded access of light and air to Gunnerside's Retained Land over The Swale Fields.

3. The full and exclusive right and privilege of all persons authorised by Gunnerside at all times of driving shooting fowling sporting killing and carrying away for its or their own use all manner of game ground game wildfowl woodcock snipe and other wild birds listed in The Wildlife and Countryside Act 1981 Schedule II ("Game") in over and on The Swale Fields together with the right to enter upon The Swale Fields and the right in common with Mr Metcalfe to kill by any lawful means rabbits hares and vermin from time to time on The Swale Fields provided that Gunnerside or other persons exercising the rights and liberties specified in this paragraph shall pay reasonable compensation to Mr Metcalfe or his successors in title to The Swale Fields for damage which shall be caused to The Swale Fields or for any livestock for the time being on it in the exercise of the above-mentioned rights and liberties the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on the application in writing of either Gunnerside or Mr Metcalfe or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1996 or any statutory modification or re-enactment of them for the time being in force.

4. All mines and minerals quarries clay stone chalk flints marl gravel petroleum and its relative hydrocarbons and all other gases and substances in upon or under The Swale Fields of a kind normally worked by underground or surface working (other than those vested in the Crown or any statutory authority or other body whether by statute or otherwise) together with all rights and powers necessary to enable Gunnerside and its successors in title to search for win work carry away and dispose of such mines and minerals at such times and in such manner as it or they shall think fit

A: Property register continued

including the right to undertake all such works by surface or underground workings and at any time to let down the surface of The Swale Fields or any part of it subject to Gunnerside or its successors in title exercising such rights.

(a) Paying proper compensation for the occupation of any part of the surface of The Swale Fields by it or them in connection with such workings and for all damage done to the surface and all other losses caused to Mr Metcalfe or his successors in title by reason of the exercise of any of the above-mentioned rights the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on their application in writing of either Gunnerside or Mr Metcalfe or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1996 or any statutory modification or re-enactment of them for the time being in force.

(b) On completion of the workings or the abandonment of them restoring the surface of The Swale Fields so far as practicable to the same condition as that prior to the start of any such workings and

(c) Giving Mr Metcalfe or his successors in title not less than one month's notice of intention to enter The Swale Fields and exercise the above-mentioned rights."

NOTE: The sporting and other rights referred to are exercisable over the land edged and numbered 28 in yellow on Part 9 of the filed plan.

28 (09.02.1995) The Transfer dated 17 October 1997 referred to above contains the following provision:-

"The parties hereto declare that nothing contained herein shall by implication of law or otherwise convey or demise to Mr Metcalfe any easement right privilege right licence or advantage whatsoever over Gunnerside's Retained Land and such easements rights privileges licences or advantages over Gunnerside's Retained Land as exist are hereby expressly excluded including (without limitation) any rights of grazing or other rights now or formerly appurtenant or appendant to The Swale Fields."

29 (10.08.1998) The filed plan has been amended to exclude Hill Top on Part 5 and Enlargement O.

30 (06.09.2000) The filed plan has been amended to exclude part of Birkdale Common on Part 4.

31 (06.09.2000) The filed plan has been amended to exclude part of Great Sled Dale on Part 5.

32 (06.09.2000) The filed plan has been amended to exclude part of Ashgill Side on Part 5.

33 (25.10.2001) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer that included the land tinted pink on the filed plan dated 13 July 1999 made between (1) Gunnerside Estates Limited (Transferor) and (2) Mark Held (Transferee):-

"Rights Granted

The Property is transferred together with the Rights

Exceptions

A: Property register continued

The Exceptions are reserved out of the Property for the benefit of each and every part of the Retained Land

SECOND SCHEDULE

The Rights

.....

2. At reasonable times and on reasonable notice except in emergency onto the part of the Retained Land immediately adjoining the Property to carry out work of any kind to the Property that cannot conveniently be carried out without access to the Retained Land but subject to making good all damage caused in the exercise of this right

THIRD SCHEDULE

The Exceptions

1. All such easements rights privileges and advantages (if any) over the Property as would by virtue of the Law of Property Act 1925 Section 62 have passed on a transfer to a third party of the Retained Land if that transfer had been executed one day prior to the date of this transfer and there had been diversity of occupations at that date

.....

2.1 The free uninterrupted and exclusive passage and running of services to and from the Retained Land through all Service apparatus that is now laid through or under the Property and serve the Retained Land and to inspect cleanse repair maintain remove and replace the same and for such purpose to enter and perambulate over the property and of doing any necessary work thereto and/or thereon causing as little damage as possible and making good all damage done

2.2 To the full and exclusive right and privilege of all persons authorised by the Transferor at all times of driving shooting fowling sporting killing and carrying away for its or their own use all manner of game ground game wildfowl woodcock snipe and other wild birds listed in the Wild Life and Countryside Act 1981 Schedule II ("Game") in over and on the Property together with the right to enter upon the Property and the right in common with the Buyer to kill by any lawful means rabbits hares and vermin from time to time on the Property provided that the Seller or other persons exercising the rights and liberties specified in this paragraph shall pay reasonable compensation to the Buyer or his successors in title to the Property for damage which shall be caused to the Property or for any livestock for the time being on it in the exercise of the abovementioned rights and liberties the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on application in writing of either of the Transferor or the Transferee or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950-1979 or any statutory modification or re-enactment for the time being in force

2.3 At reasonable times and on reasonable notice except in emergency to enter onto the Property to carry out work of any kind to the Retained Land that cannot conveniently be carried out without access to the Property but subject to making good all damage caused in the exercise of this right

.....

A: Property register continued

Definitions and interpretations

In this transfer:

"the Exception" means the exceptions and reservations to the Transferor set out in the third schedule

"the Rights" means the rights granted to the Transferee set out in the second schedule

"the Retained Land" means the land and buildings retained by the Transferor being that part of the land comprised in title number NYK182282 as is not comprised in the Property and the land comprised in title number NYK162725

"Services" means water soil effluent (including without limitation farm effluent) gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services

"Service Apparatus" means sewers drains channels pipes watercourses gutters wires cable ducts flues conduits laser optice fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment

NOTE: The Property referred to includes the land tinted pink on the filed plan.

- 34 (19.03.2003) The filed plan has been amended in respect of the title boundary adjoining Rampsholme Farm, Muker and Grainholme, Ivelet.

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 (09.02.1995) PROPRIETOR: GUNNERSIDE ESTATES LIMITED (Incorporated in the British Virgin Islands) care of K & L Gates LLP, 110 Cannon Street, London EC4N 6AR.
- 2 (09.02.1995) The Conveyance dated 30 May 1974 referred to in the Property Register contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 (09.02.1995) The Conveyance dated 2 September 1974 referred to in the Property Register contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 4 (09.02.1995) The Conveyance dated 29 October 1985 referred to in the Charges Register contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

B: Proprietorship register continued

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

- 5 (09.02.1995) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 6 (09.02.1995) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless a certificate signed by the solicitor thereto has been furnished that the company is still registered in the country of incorporation, that it is not in receivership, liquidation or bankruptcy and that neither the constitution of the company nor its law of incorporation restrict the intended disposition.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 30 May 1974 referred to in the Proprietorship Register:-

"The Purchaser hereby covenants with the Vendor that he the Purchaser and his successors in title will erect and forever hereafter maintain stockproof fences surrounding the said pieces of land where the same adjoin the Vendor's remaining property known as Low Oxnop Farm aforesaid."
- 2 The following are details of the personal covenants contained in the Conveyance dated 2 September 1974 referred to in the Proprietorship Register:-

"The Purchaser hereby covenants with the Vendor that he the Purchaser and his Successors in Title will erect and forever hereafter maintain a stock-proof fence surrounding the said piece of land where the same adjoins the Vendor's remaining property known as Low Oxnop Farm aforesaid."
- 3 The following are details of the personal covenants contained in the Conveyance dated 29 October 1985 referred to in the Proprietorship Register:-

"The Purchaser hereby covenants with the Vendors and their successors in title and so as to enure for the benefit and protection of the property being retained by the Vendors situate to the south east of the hereditaments first hereinbefore described into whosoever's hands the same may come and so as to bind himself his successors in title and the owner or owners occupier or occupiers for the time being of the said hereditaments first hereinbefore described that he the Purchaser and others as aforesaid will maintain and repair such boundary walls and fences of the hereditaments first described as are marked with an inward 'T' on the plan annexed hereto and will forever hereafter keep the same in a sound condition and so as to be at all times capable of containing animals and stock."

NOTE: The hereditaments first thereinbefore described referred to is that edged and numbered 56 to 60 in blue on the filed plan. The inwards 'T' marks referred to are reproduced on the filed plan.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (09.02.1995) A Licence dated 18 September 1935 made between (1) Simon Calvert and (2) George Samuel Alderson Scott and others relates to the supply of water between the points marked A and B on Part 5 of the filed plan.

NOTE 1: Neither the pink nor the blue colourings thereon referred to were shown on the Licence Plan

NOTE 2: Unverified Copy filed.

- 2 (09.02.1995) By a Conveyance dated 4 August 1942 made between (1) The Lingholm Trust Limited (Company) and (2) Joseph Chilton (Purchaser) the land edged and numbered 1 in blue on Part 9 of the filed plan was conveyed subject as follows:-

"Subject to the provisions of the Ground Game Acts all and all manner of game woodcocks snipes quails landrails hares rabbits wildfowl and fish and the exclusive right with friends servants and others of shooting hunting coursing fishing fowling and sporting over the property hereby conveyed with power to enter upon the same for the purposes aforesaid or for preserving (subject to the right of the tenants and occupiers) the game and wildfowl and fish and to have and carry away for their own use the game and other animals of the kinds aforesaid there killed and taken under this exception and reservation."

- 3 (09.02.1995) By a Conveyance dated 18 July 1947 made between (1) The Lingholm Trust Limited and (2) The Right Honourable Arthur William Ashton Earl Peel the land edged and numbered 2 to 28 inclusive in blue on parts 4, 5, 6, 7, 8 and 9 of the filed plan together with such parts of Keld Moor, Crackpot Moor, Satron Moor, Muker Edge Moor and Gunnerside Moor as are included in the title and other land was conveyed subject as follows:-

"Subject to but with the benefit of all rights of way water air light drainage support easements quasi-easements or rights in the nature of easements profits a prendre rights or advantages enjoyed by the property hereby conveyed over adjoining property or enjoyed by adjoining property over the land hereby conveyed as heretofore enjoyed.

.....
Subject nevertheless to all rights of common of pasture and other customary rights of the owners of Lands formerly of copyhold or customary freehold tenure."

- 4 (09.02.1995) The land edged and numbered 29 to 37, 55 and 68 in blue on Part 9 of the filed plan is subject to the following rights reserved by a Conveyance of the said land and other land dated 25 June 1949 made between (1) Marmaduke Clarkson (Vendor) and (2) The Right Honourable Arthur William Ashton Earl Peel (Purchaser):-

"Excepting and reserving unto the Vendor and his successors in title the owner or owners for the time being of the adjoining property retained by him a full and free right of passing and repassing with or without horses and vehicles of any description at all times over and along all roads and ways and also of using all sewers and drains now or hereafter to be made in or over the premises hereby conveyed and also the free passage and running of water and soil to and from all other parts of the property retained by the Vendor with power to enter to make repairs cleanse and maintain any pipes or drains so that the person or persons entering shall make good all damage to the surface occasioned thereby (b) the Septic Tank and overflow pipe therefrom situate in Field Number 65 with the drain connecting thereto and crossing the westerly corner of the Field Number 60 with all rights of

C: Charges register continued

access thereto for inspecting cleansing and repairing the said Septic Tank and drain as aforesaid on making good all damage occasioned thereby (c) the right in priority to the property hereby conveyed as heretofore used and enjoyed to take water from the Springs and Collecting Tanks situate in Field Number 56 and the right of entry thereon for the purpose of inspecting maintaining repairing and renewing any branch pipes serving the Vendors properties retained by him upon payment of one half of the cost of cleansing repairing maintaining and renewing the said Collecting Tanks and also the line of pipes leading therefrom so far as it is used in common by the Vendors remaining property and the property hereby conveyed."

NOTE: Field Numbers 65, 60 and 56 referred to are edged and numbered 35, 36 and 37 in blue respectively on Part 9 of the filed plan.

- 5 (09.02.1995) By the Conveyance dated 25 June 1949 referred to above the land edged and numbered 29 to 37, 55 and 68 in blue on Part 9 of the filed plan was conveyed subject as follows:-

"Subject to but with the benefit of all such rights in the nature of easements or quasi easements as have been heretofore used enjoyed or suffered by the property hereby conveyed in relation to the property retained by the Vendor."

- 6 (09.02.1995) By a Conveyance dated 6 April 1950 made between (1) May Thompson and others (2) Robert Thompson and others and (3) The Right Honourable Arthur William Ashton Earl Peel the land edged and numbered 38 to 42 in blue on part 9 of the filed plan together with other land was conveyed subject as follows:-

"Subject to the rights of way and drainage granted to Ruth Victoria Burrell and her successors in title a Conveyance dated the twenty eighth day of September one thousand nine hundred and forty four and made between the said John Alderson of the first part and the said James Alton of the second part and the said Ruth Victoria Burrell of the third part."

NOTE: No further particulars of the Conveyance dated 28 September 1944 referred to were supplied on First Registration.

- 7 (09.02.1995) An Agreement under hand dated 10 October 1957 made between (1) The County Council of the North Riding of Yorkshire (2) Simon James Calvert and others and (3) The Right Honourable Arthur William Ashton The Earl Peel relates to the installation of a cattle-grid on the Muker Hawes Road at the point marked CG on Part 8 of the filed plan.

NOTE: Copy filed.

- 8 (09.02.1995) By a Conveyance of the land edged and numbered 43, 61, 62, 69 and 70 in blue on part 9 of the filed plan and other land dated 8 April 1964 made between (1) James Rutter and Phyllis Rutter (Vendors) and (2) The Right Honourable Arthur William Ashton The Earl Peel (Purchaser) the land edged and numbered 69 and 70 on Part 9 of the filed plan together with other land was conveyed subject as follows:-

"SUBJECT ALSO to but with the benefit of an agreement dated the twenty second day of May One thousand nine hundred and fifty with the North Eastern Electricity Board in respect of certain electric cables poles and stays in Fields Number Five hundred and seventy one and five hundred and seventy two and also an agreement made the.....day of.....One Thousand Nine Hundred and Sixty Four with the Reeth Rural District Council for the

C: Charges register continued

impounding of a spring in Field Number Five hundred and seventy one and the right to lay a water pipe line across such field."

NOTE 1: No further particulars of documents referred to above were supplied on First Registration

NOTE 2: Fields 571 and 572 referred to are edged and numbered 69 and 70 in blue respectively on part 9 of the filed plan.

- 9 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of the two adjoining plots of land edged and numbered 1 in yellow on enlargement C and edged and numbered 2 in yellow on Part 6 of the filed plan respectively dated 31 March 1966 made between (1) The Right Honourable Arthur William Ashton Earl Peel (Vendor) and (2) Northallerton and The Dales Water Board (Board):-

TOGETHER ALSO with (a) a right of way to lay maintain repair and renew a water pipe and apparatus under the land coloured blue and brown respectively on the said plan and (b) a right of way with or without vehicles over the land coloured green on the said plan.

NOTE: Copy Plan filed.

- 10 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 21 April 1971 made between (1) The Right Honourable Kathleen Countess Peel and others (Grantors) and (2) John Alderson Hunter (Grantee):-

"The Grantors as Personal Representatives of the Testator hereby grant unto the Grantee full right and liberty for the Grantee and his successors in title the owners and occupiers for the time being of the Second Land or any part thereof and his or their respective servants and licencees (in common with the Grantors and all others having the like right) at all times hereafter for agricultural purposes only to pass and repass along and over the land hatched brown on the said plan with or without vehicles and animals.

.....
The Grantee hereby covenants with the Grantors and their successors in title as follows:-

(a) That he will from time to time contribute a fair proportion according to user of the costs of keeping the said road in repair the proportion in case of difference to be determined by a single Arbitrator appointed under the Arbitration Act 1950 or any statutory modification or replacement thereof for the time being in force and the right of way hereby granted shall not be exerciseable during any period during when there shall be any breach of this present covenant which shall not have been remedied by the payment of all money payable thereunder.

.....
(c) To keep the land coloured brown on the said plan clean tidy and free from manure or other obnoxious deposits at all times.

(d) Not to deny the use of the said land coloured brown to the Grantor or any persons appointed by him as an access to the said Keld Green Farmhouse to enable the same to be occupied peaceably as a residence dwellinghouse or other reasonable purpose."

NOTE: The land hatched brown referred to is hatched blue on Enlargement D of the filed plan so far as affects the land in this title. No brown colouring was shown on the plan supplied on First Registration.

C: Charges register continued

11 (09.02.1995) The land edged and numbered 44 and 45 in blue on Part 9 of the filed plan is subject to such restrictive covenants as may have been imposed thereon before 4 July 1973 and are still subsisting and capable of being enforced.

12 (09.02.1995) The land edged and numbered 50 in blue on Part 9 of the filed plan is subject to a perpetual right of occupation granted by a Deed dated 9 October 1974 made between (1) The Right Honourable William James Robert Earl Peel and (2) Yorkshire Water Authority.

The said Deed also grants rights of way and rights in respect of a reservoir and other works ancillary thereto and contains restrictive covenants by the Grantor.

NOTE 1: The blue colouring therein referred to was not shown on the Deed Plan but the position of the ventilating chamber is marked thereon

NOTE 2: Original filed.

13 (09.02.1995) By a Conveyance dated 6 November 1974 made between (1) Thomas Harker (Vendor) and (2) The Right Honourable William James Robert Earl Peel (Purchaser) the land edged and numbered 51 and 52 in blue on Part 9 of the filed plan together with other land was conveyed subject as follows:-

"Subject also to all rights of way drainage and other rights easements privileges which may affect the property or any part thereof."

14 (09.02.1995) By a Conveyance dated 15 November 1976 made between (1) Ronald Arkle (Vendor) and (2) The Right Honourable William James Robert Earl Peel (Purchaser) the land edged and numbered 28 and 53 in blue on Enlargement G was conveyed subject as follows:-

SUBJECT TO but with the benefit of all rights of way water air light drainage support easements quasi-easements or rights in the nature of easements profits a prendre rights or advantages enjoyed by the property hereby conveyed over adjoining property or enjoyed by adjoining property over the property hereby conveyed as heretofore enjoyed.

15 (09.02.1995) The land edged and numbered 54 in blue on Part 5 and Enlargement C of the filed plan is subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 5 and 6 in yellow on Part 5 of the filed plan and edged and numbered Number 7 on Enlargement C dated 1 November 1977 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Robert Thornborrow and Elizabeth Thornborrow (Purchasers):-

TOGETHER WITH the benefit of a right to pass and repass at all times whether with or without animals and vehicles mechanically propelled or otherwise over the adjoining property now or formerly belonging to the Vendor and shown edged green on the said plans annexed hereto in order to obtain access to the forking hole in the east facing exterior wall of the barn adjacent thereto and forming part of the property hereby conveyed.

NOTE: The property edged green referred to is edged and numbered 54 in blue on Part 5 and Enlargement C of the filed plan.

16 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of a small strip of land approximately 3.8 metres long and 0.5 metres wide adjoining Dyke Heads Farm on Part 9 of the filed plan dated 21 July 1980 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) David Kitson and Hendrika Geertje Kitson (Purchasers):-

C: Charges register continued

TOGETHER WITH the right for the Purchasers and their successors in title the owner or owners occupier or occupiers for the time being of Appletons House aforesaid or of any part or parts thereof

(i) To form and make up an accessway consisting of two parallel hard core and gravel wheel tracks over and across Gunnerside Pasture aforesaid along the route the approximate position of which is shown coloured blue on the said location plan for the purpose of providing access to Appletons House from the Council maintained highway crossing the said Pasture WITH all necessary rights thereafter of entry into and upon the said Pasture for the purpose of maintaining and repairing the said accessway AND ALSO the right to pass and repass at all times of day or night and whether on foot or with motor vehicles of all descriptions animals or stock over and across the said accessway for the purpose of obtaining access between Appletons House and the said highway and

(ii) The right to construct and lay in and under Gunnerside Pasture in the position indicated and shown coloured brown on the said plan annexed hereto a new surface water drain with flush surface rodding points WITH all necessary rights thereafter of entry into and upon the said Pasture for the purpose of inspecting maintaining rodding repairing or renewing the said drain and rodding points AND ALSO full right at all times thereafter to the free and uninterrupted passage of surface water into and through the said drain.

NOTE: Copy Plans filed.

17 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of the land edged and numbered 12 in yellow on Enlargement J dated 11 March 1983 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Valerie Walker (Purchaser):-

"TOGETHER WITH the rights for the Purchaser and her successors in title licensees tenants and assigns as mentioned in the First Schedule hereto.

.....

THE FIRST SCHEDULE above referred to

Rights granted to the Purchaser and her Successors in Title licensees tenants and assigns for the time being of the property

1. A right of way at all times and for all purposes with or without vehicles in common with others entitled to a like right over the track or roadway leading to and from the property hereby conveyed to Satron Village North Yorkshire.
2. A right to the free flow of effluent and water into the septic tank situate on the Vendors said adjoining property in the approximate position shown on the plan annexed hereto and marked 'ST' the Purchaser and her successors keeping the said tank and drain leading thereto marked with a red line in good condition free from noxious odour.
3. A right to enter upon the said adjoining land of the Vendor for the purpose of maintaining repairing or renewing the said septic tank and drain leading thereto and therefrom and any of the boundary walls fences or hedges or any of the buildings or huts now or within eighty years from the date hereof erected on the property hereby conveyed subject always to the persons exercising such rights causing as little damage as possible in the exercise thereof and making good at their own expense with all due speed any damage caused.
4. Full rights of easement in respect of passage of water electricity and

C: Charges register continued

other services for the land hereby conveyed over the said adjoining property of the Vendor and the sewers water courses pipes and similar services and in particular the right to use the water supply collection tank situate in Field 6100 on the said plan annexed hereto and marked thereon and the pipes leading thereto and therefrom to and from the property hereby conveyed subject to the Purchaser her successors licensees tenants and assigns paying a fair and proper proportion according to user of the cost of cleansing maintaining repairing and renewing the same and together with the right to enter the said adjoining property of the Vendor with or without men and materials for the purpose of inspection maintenance cleansing and repair thereof the persons exercising such rights making good at their own expense with all due speed any damage caused."

NOTE: The septic tank and a line of drain leading thereto are marked ST and shown by a broken blue line respectively on Enlargement J. The supplied plan was not coloured. The water supply tank on Field 6100 and the pipe leading thereto are marked WT and shown by a broken mauve line respectively on Part 9 of the filed plan. Field 6100 is shown edged and numbered 55 in blue on Part 9 of the filed plan.

- 18 (09.02.1995) By a Conveyance dated 29 October 1985 made between (1) Margaret Whitehead and Kenneth Whitehead (Vendors) and (2) The Right Honourable William James Robert The Earl Peel (Purchaser) the land edged and numbered 48, 56 to 60 and 67 in blue on Parts 4, 5 and 7 of the filed plan together with other land was conveyed subject as follows:-

"SUBJECT AS TO the hereditaments first hereinbefore described to and with the benefit of.....the rights and obligations of the North Eastern Electricity Board in respect of the poles and overhead power line of the Board constructed on and over the same and as to the hereditaments secondly before described SUBJECT TO and with the benefit of the rights of way water supply and drainage and the stipulations and other matters contained mentioned or referred to in the First Conveyance."

NOTE: The land edged and numbered 48 and 67 in blue on Part 5 of the filed plan forms part of the land firstly described referred to and the land edged and numbered 56 to 60 in blue on Parts 4, 5 and 7 of the filed plan forms part of the land secondly described. The first Conveyance referred to is dated 31 December 1965 and was made between (1) John Clarkson Whitehead and (2) Malcolm John McNair Walker but no further particulars of the said Conveyance was supplied on First Registration.

- 19 (09.02.1995) The part of the land affected thereby is subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 17 in yellow on part 9 of the filed plan dated 3 January 1986 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and (2) Neil Clive Hanson (Purchaser):-

"TOGETHER WITH the right to take water (in common with the Vendor and all others entitled to a like right) from the existing spring serving the property situate upon the Vendor's retained land known as Gunnerside Pasture and a right of entry upon Gunnerside Pasture for the purpose of maintenance inspection and repair of the said spring and all water pipes leading therefrom to the property contracted to be sold the Purchaser or other the persons exercising such right making good all damage occasioned in the exercise thereof TOGETHER WITH the right to the free flow of water and soil through the existing septic tank and soakaway situate in OS 577 and a right of entry upon OS 577 for the purpose of maintenance inspection repair and cleansing of the said septic tank and soakaway the Purchaser or other the persons exercising the said right making good all damage occasioned in the exercise thereof TOGETHER WITH the right within 80 years of the date hereof ("the perpetuity period") to enter Gunnerside pasture

C: Charges register continued

for the purpose of making a connection to the spring water supply pipes above referred to for the benefit of Shoregill Head Barn and (having exercised such right) the perpetual right to take water (in common with the Vendor and all others entitled to a like right) from the said spring for the benefit of Shoregill Head Barn and a perpetual right of entry for the purpose of maintenance inspection and repair of the said spring and all water pipes leading therefrom to Shoregill Head Barn the Purchaser or other the person exercising the said right making good all damage occasioned in the exercise thereof TOGETHER WITH a right within the perpetuity period to enter OS 578 for the purpose of constructing a soakaway from a septic tank for the benefit of Shoregill Head Barn and (having exercised such right) a perpetual right thereafter to the free flow and use of such soakaway together with a right of entry upon O.S. 578 for the purpose of maintenance inspection and repair thereof the Purchaser or other the person exercising the said right making good all damage occasioned in the exercise thereof".

NOTE 1: Gunnerside Pasture abuts the northerly boundary of the land conveyed

NOTE 2: OS 577 and OS 578 referred to are edged and numbered 62 and 61 in blue respectively on part 9 of the filed plan so far as they affect the land in this title.

20 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 19 in yellow on Enlargement J dated 9 March 1987 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Valerie Walker (Purchaser):-

"With the benefit of the rights of the Purchaser and her successors in title licensees tenants and assigns for the time being as mentioned in the First Schedule.

.....
THE FIRST SCHEDULE above referred to

Rights granted to the Purchaser and her successors in title licensees tenants and assigns for the time being of the property.

1. A right of way at all times and for all purposes with or without vehicles in common with others entitled to a like right over the track or roadway leading to and from the property hereby conveyed to Satron Village North Yorkshire.
2. A right of way at all times and for all purposes with or without vehicles over the land coloured blue on the plan annexed hereto to the said track or roadway.
3. A right to enter the adjoining land of the Vendor marked 2792 on the plan annexed hereto for the purpose of maintaining repairing or renewing the property hereby conveyed the Purchaser or other persons exercising the said rights making good all damage occasioned in the exercise of the same."

NOTE: The land coloured blue referred to is hatched blue on Enlargement J. The adjoining land of the Vendor marked 2792 is edged and numbered 63 in blue on Enlargement J.

21 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 24 in yellow on Enlargement H dated 19 November 1987 made between (1) The Right Honourable William James Robert The Earl Peel (Vendor) and

C: Charges register continued

(2) Michael John Miller (Purchaser):-

"TOGETHER further with the right for the Purchaser to construct a septic tank and outfalls therefrom together with the pipes leading thereto in the adjoining field of the Vendor AND TOGETHER ALSO with a right of entry for the purpose of such installation inspection maintenance and renewal of the same and the right to the free flow of water and soil through and into the said pipe and tank."

NOTE: The adjoining field of the Vendor referred to abuts the northerly and westerly boundaries of the land conveyed.

- 22 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of the adjoining land edged and numbered 26 in yellow on Enlargement H only to the filed plan dated 11 June 1991 made between (1) The Right Honourable William James Robert Earl Peel (Vendor) and (2) Clive Barnett and Debby Anne Barnett (Purchasers):-

"TOGETHER WITH a right of way on foot only at all times and for all purposes over and along the pathway on the Vendors adjoining land shown on the plan annexed hereto and thereon shown brown."

NOTE: The land shown brown referred to is hatched blue on Enlargement H so far as it affects the land in this title.

- 23 (09.02.1995) A County Stewardship Agreement dated 1 October 1991 made between (1) The Right Honourable William James Robert The Earl Peel and (2) The Minister of Agriculture Fisheries and Food relates to the management programme of fawcetts intake the position of which is shown on Part 5 of the filed plan but neither the original Agreement nor a certified copy or examined abstract thereof was supplied on First Registration.
- 24 (09.02.1995) The part of the land affected thereby is subject for a term of 25 years from 8 April 1992 to a right of way over land at West Stonesdale granted by a Lease dated 8 April 1992 made between (1) The Right Honourable The Earl Peel and (2) Yorkshire Water Services Limited.

NOTE: Counterpart filed.

- 25 (09.02.1995) Option to renew contained in a Lease of the land edged and numbered 66 in blue on Part 8 of the filed plan dated 31 December 1992 for 5 years from 31 December 1992.

NOTE: Copy duplicate Lease filed.

- 26 (09.02.1995) An Agreement dated 12 January 1993 made between (1) The Minister of Agriculture Fisheries and Food and (2) The Right Honourable William James Robert The Earl Peel and a management agreement of unknown date supplemental thereto relates to an environmentally sensitive area of unknown extent but neither the original agreements nor certified copies or examined abstracts thereof were produced on First Registration.
- 27 (09.02.1995) An Agreement dated 7 May 1993 made between (1) The Right Honourable William James Robert The Earl Peel and (2) Nature Conservancy Council for England pursuant to the provisions of Section 15 of The Countryside Act 1968 relates to the management of the land edged and numbered 48 in blue on Part 5 of the filed plan for a period of 21 years from 1 May 1992 determinable as therein provided.

The said Agreement also grants a right of way over the land hatched blue on

C: Charges register continued

Part 5 of the filed plan and contains restrictive covenants by the owner of the land.

NOTE: Copy filed.

28 (09.02.1995) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the adjoining land edged and numbered 27 in yellow on Enlargement I only to the filed plan dated 27 August 1993 made between (1) The Right Honourable William James Robert The Earl Peel (Transferor) and (2) Anthony Denis Mahoney and Olive Mahoney (Transferees):-

"TOGETHER WITH the following rights for the Transferees and their successors in title to the Property and every part thereof as follows:-

(a) A right of way at all times and for all purposes over the access track shown edged green on the said plans together with a right of entry thereon for the purpose of maintaining repairing and improving the same.

(b) A right to the drainage of effluent and soil into the septic tank shown coloured brown on the said Plan B and through all pipes and drains leading thereto and also the rights (exercisable within a period of 21 years from the date hereof) to enlarge the said septic tank or install (and thereafter use) an additional septic tank adjacent thereto and the right to lay (and thereafter use) additional pipes and drains to connect to the said tank or tanks together with a right of entry onto the adjoining property of the Transferor for the purpose of inspection maintenance cleansing and renewal of the said tank or tanks and pipes and drains the Transferees or other the persons exercising any such rights making good all damage caused in the exercise thereof.

(c) A right to the uninterrupted supply of water (in common with all others entitled to a like right) from the spring and tank on the Transferors adjoining land and to the uninterrupted flow of water through the pipes leading from such supply to the Property and also the rights (exercisable within a period of 21 years from the date hereof) to install an additional tank or tanks adjacent to the existing tank and to connect such additional tank or tanks to the existing pipes together with a right of entry onto such adjoining land for the purpose of maintenance inspection repair and renewal of the tank or tanks pipes comprising the said water supply the Transferees or other the persons exercising any such rights making good all damage caused in the exercise thereof.

The Transferees jointly and severally COVENANT with the Transferor and his successors in title as follows:-

.....
(c) To maintain the septic tank and drains serving the Property in good working order free from noxious odours and effluent.

(d) To maintain the access track shown on the said plans annexed in good condition fit for agricultural vehicles at all times."

NOTE: The access track coloured green referred to is hatched blue on Part 9 of the filed plan. The septic tank coloured brown on Plan B is marked ST3 on Enlargement I of the filed plan.

29 (09.02.1995) By a Transfer dated 1 February 1995 made between (1) The Right Honourable William James Robert The Earl Peel and (2) Gunnerside Estates Limited the land in this title together with other land was conveyed subject as follows:-

"Subject to the customs thereof and all rights of the Vendor in or

C: Charges register continued

to.....the sporting and other rights affecting the same."

"Subject to.....all rights including rights of way (whether public or private) light support, drainage, water and electricity supply and other rights and obligation, all existing and proposed wayleaves and masts, pylons, stays, cables, drains, water and other pipes and all matters affecting the Property."

30 (09.02.1995) In so far as it is affected thereby the land is subject to such rights covenants or other provisions as may be contained in Conveyances of adjacent or neighbouring lands which were formerly in common ownership with the land in this title.

31 (29.10.1999) The land is subject to the rights granted by a Deed dated 22 October 1999 made between (1) Gunnerside Estates Limited and (2) Robert William Courtney and Rowena Courtney.

NOTE: Original filed.

32 (29.10.1999) The land is subject to the rights granted by a Deed dated 22 October 1999 made between (1) Gunnerside Estates Limited and (2) Patrick William Gale.

NOTE: Original filed.

End of register



See Enlargement F

See Enlargement G

See Enlargement H

See Enlargement I

See Enlargement J
NXL173834

See Enlargement K

See Enlargement L

Great Side

res

Oxnop Side

Satron Moor

Gunnerside

Crackpot Moor

Middle Tongue

Bloody

Satron 34
Satron Farm

64

32

30

23

24

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63

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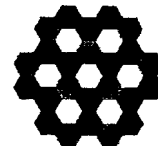
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Official copy of register of title

Title number NYK188971 Edition date 30.06.2009

- This official copy shows the entries on the register of title on 26 JUN 2017 at 15:28:09.
- 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 26 Jun 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- 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 (09.02.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Gunnerside.
- 2 (09.02.1995) The land was formerly copyhold of the Manor of Healaugh Old Land and Muker and the rights saved to the lord by the 12th Schedule of the Law of Property Act 1922 are excepted from the registration.
- 3 (27.10.1997) The Transfer dated 17 October 1997 referred to in the Charges Register contains the following exceptions and reservations and this registration takes effect subject thereto:-

There are reserved out of The Swale Fields for the benefit of Gunnerside's Retained Land the rights and matters set out in the Schedule to this Transfer

.....
..

THE SCHEDULE

The Reservations

1. All such easements rights privileges and advantages (if any) over The Swale Fields as would by virtue of the Law of Property Act 1925 Section 62 have passed on a transfer to a third party of Gunnerside's Retained Land if that transfer had been executed one day prior to the date of this Transfer and there had been diversity of occupation on that date and without prejudice to the following paragraphs of this Schedule
2. The right of uninterrupted and unimpeded access of light and air to Gunnerside's Retained Land over The Swale Fields
3. The full and exclusive right and privilege of all persons authorised by Gunnerside at all times of driving shooting fowling sporting killing and carrying away for its or their own use all manner of game ground game wildfowl woodcock snipe and other wild birds listed in the Wildlife and Countryside Act 1981 Schedule II ("Game") in over and on The Swale Fields together with the right to enter upon The Swale

Title number NYK188971

A: Property Register continued

Fields and the right in common with Mr Metcalfe to kill by any lawful means rabbits hares and vermin from time to time on The Swale Fields provided that Gunnerside or other persons exercising the rights and liberties specified in this paragraph shall pay reasonable compensation to Mr Metcalfe or his successors in title to The Swale Fields for damage which shall be caused to The Swale Fields or for any livestock for the time being on it in the exercise of the above-mentioned rights and liberties the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on the application in writing of either Gunnerside or Mr Metcalfe or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1996 or any statutory modification or re-enactment of them for the time being in force

4. All mines and minerals quarries clay stone chalk flints marl gravel petroleum and its relative hydrocarbons and all other gases and substances in upon or under The Swale Fields of a kind normally worked by underground or surface working (other than those vested in the Crown or any statutory authority or other body whether by statute or otherwise) together with all rights and powers necessary to enable Gunnerside and its successors in title to search for win work carry away and dispose of such mines and minerals at such times and in such manner as it or they shall think fit including the right to undertake all such works by surface or underground workings and at any time to let down the surface of The Swale Fields or any part of it subject to Gunnerside or its successors in title exercising such rights

(a) paying proper compensation for the occupation of any part of the surface of The Swale Fields by it or them in connection with such workings and for all damage done to the surface and all other losses caused to Mr Metcalfe or his successors in title by reason of the exercise of any of the above-mentioned rights the amount of such compensation in the event of any dispute between the parties to be settled by an arbitrator to be appointed (on the application in writing of either Gunnerside or Mr Metcalfe or their respective successors in title) by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950-1996 or any statutory modification or re-enactment of them for the time being in force

(b) on completion of the workings or the abandonment of them restoring the surface of The Swale Fields so far as practicable to the same condition as that prior to the start of any such workings and

(c) giving Mr Metcalfe or his successors in title not less than one month's notice of intention to enter The Swale Fields and exercise the above-mentioned rights.

The mines and minerals thereby excepted are excluded from the effect of the Transfer.

4 (27.10.1997) The Transfer dated 17 October 1997 referred to in the Charges Register contains the following provision:-

"The parties hereto declare that nothing contained herein shall by implication of law or otherwise convey or demise to Mr Metcalfe any easement right privilege right licence or advantage whatsoever over Gunnerside's Retained Land and such easements rights privileges licences or advantages over Gunnerside's Retained Land as exist are hereby expressly excluded including (without limitation) any rights of grazing or other rights now or formerly appurtenant or appendant to The Swale Fields"

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

Title number NYK188971

B: Proprietorship Register continued

- 1 (23.11.2006) PROPRIETOR: GUNNERSIDE ESTATES LIMITED (Incorporated in the British Virgin Islands) care of K & L GATES LLP, 110 Cannon Street, London EC4N 6AR.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (09.02.1995) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 25 June 1949 made between (1) Marmaduke Clarkson (Vendor) and (2) The Right Honourable Arthur William Ashton Earl Peel:-

"Excepting and reserving unto the Vendor and his successors in title the owner or occupiers for the time being of the adjoining property retained by him (a) full and free right

of using all sewers and drains now or hereafter to be made on or over the premises hereby conveyed and also the free passage and running of water and soil to and from all other parts of the property retained by the Vendor with power to enter to make repairs cleanse and maintain any pipes or drains so that the person or persons entering shall make good all damage to the surface occasioned thereby"
- 2 (09.02.1995) By the Conveyance dated 25 June 1949 referred to above the land was conveyed subject as follows:-

"subject to ...

all such rights in the nature of easements or quasi-easements as have been heretofore used enjoyed or suffered by the property hereby conveyed in relation to the property retained by the Vendor"
- 3 (09.02.1995) By a Transfer dated 1 February 1995 made between (1) The Right Honourable William James Robert The Earl Peel and (2) Gunnerside Estates Limited the land in this title together with other land was conveyed subject as follows:-

"subject to...

all rights including rights of way (whether public or private) light support, drainage, water and electricity supply and other rights and obligation, all existing and proposed wayleaves and masts, pylons, stays, cables, drains, water and other pipes and all matters affecting the Property"
- 4 (09.02.1995) In so far as it is affected thereby the land is subject to such rights covenants or other provisions as may be contained in Conveyances of adjacent or neighbouring lands which were formerly in common ownership with the land in this title.
- 5 (27.10.1997) A Transfer of the land in this title dated 17 October 1997 made between (1) Gunnerside Estates Limited and (2) Maurice Metcalfe contains the following covenants:-

"Mr Metcalfe so as to bind the whole and every part of The Swale Fields covenants with Gunnerside for the benefit of the whole and every part of Gunnerside's Retained Land

(a) not to do or permit to be done anything on The Swale Fields which shall be or grow to be a nuisance injury damage danger disturbance or annoyance to the owners or occupiers of Gunnerside's Retained Land

(b) not to do or omit to do (or permit to be done or omitted to be done) anything which shall or might adversely affect any Game and their nests and eggs or any shooting hunting hawking or sporting for Game on or over The Swale Fields or Gunnerside's Retained Land

(c) not to use The Swale Fields or allow or permit it to be used for any purpose other than for agricultural purposes

(d) not to obstruct or in any way interfere with any of the rights

Title number NYK188971

C: Charges Register continued

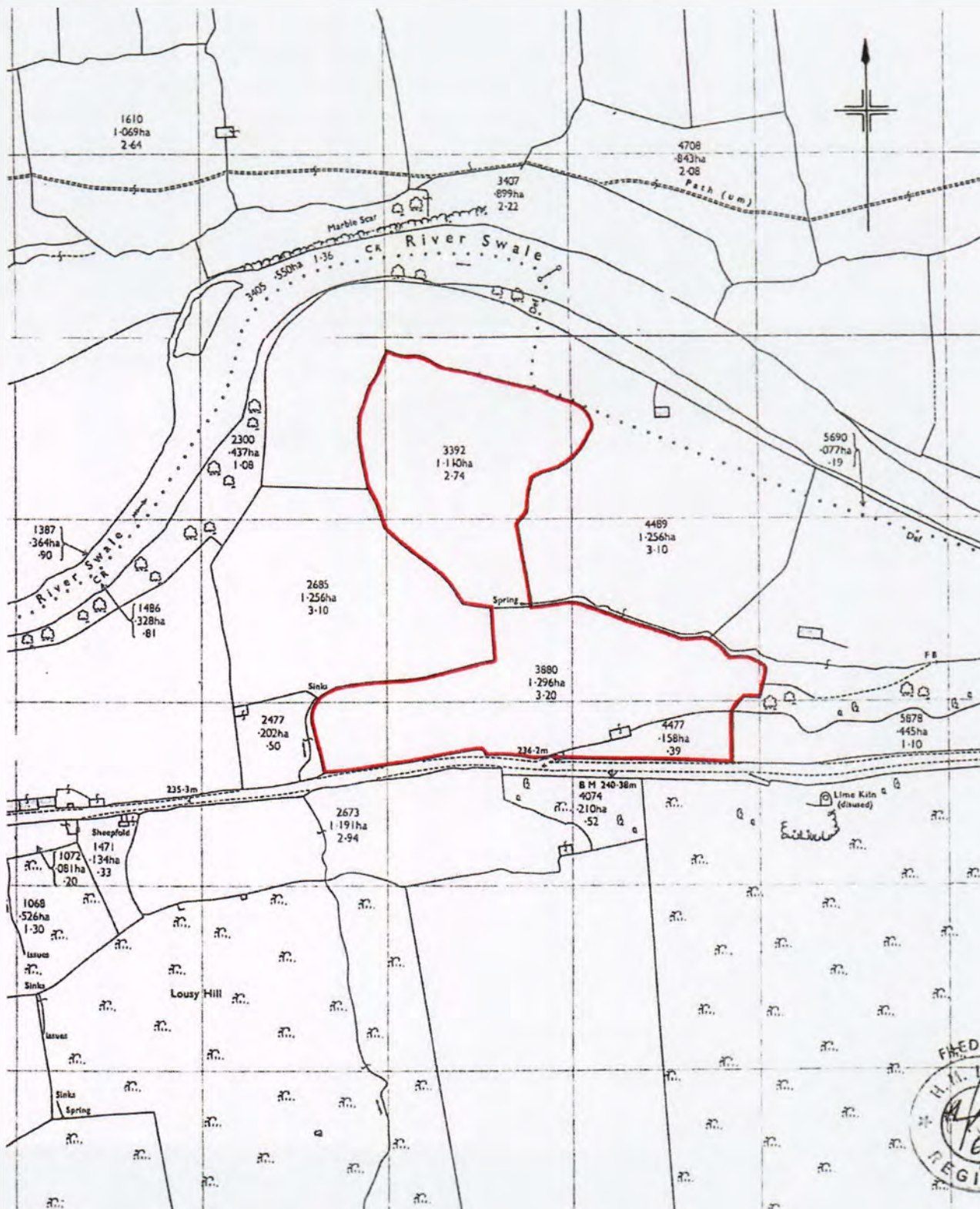
reserved in favour of Gunnerside which are referred to in the Schedule to the Transfer

(e) at all times after the date hereof to keep in good and substantial repair a stock proof fence (or other stock proof feature) on or within the boundaries of The Swale Fields (including (without limitation) such features presently not on the boundaries of but within The Swale Fields) and where the same is not so fenced (or otherwise stock proof as above) whether now or at any time in the future Mr Metcalfe further covenants as soon as is reasonably possible to erect (and at all times afterwards to keep in good and substantial repair) a stock proof boundary fence (or other stock proof feature) within the boundaries of The Swale Fields."

NOTE: Gunnerside's Retained Land is the land in title NYK162725 other than the land edged and numbered NYK193834 in green on the filed plan thereto known as Hill Top, Gunnerside.

End of register

H.M. LAND REGISTRY			TITLE NUMBER
			NYK 188971
ORDNANCE SURVEY PLAN REFERENCE	SD9497 SD9498		Scale 1/2500
COUNTY	NORTH YORKSHIRE	DISTRICT	RICHMONDSHIRE
			All rights reserved © Crown Copyright 19



From: Hugh Craddock <
Sent: 10 April 2019 14:33
To: commons Registration
Cc: Christine Hunter
Subject: RE: CA14 119 - SATRON MOOR (CL158) - RIGHT ENTRIES 6 AND 13

Categories: Simon Evans, Jayne Applegarth

Hi Tracey

Thank you for notice of application CA14/119, as regards severance in relation to rights exercisable on Satron Moor (CL158). The society has no legal interest in the rights of common, nor the land over which the rights are exercisable.

Nor for the first time, we struggle to understand the basis of the application.

It appears from box 6 of the application form that the intention of the applicants is that only part of each right would be severed, or possibly that the intention is to apportion the right: 'Entry 6 — only one parcel of land would be removed from the existing dominant tenement. Revised plan attached. Area shaded red to be removed.' Similar words appear in relation to entry 13. I assume the plan referred to is the supplemental map in relation to each right, where part of the land identified as dominant tenement has been shaded red (presumably also, it is the applicants who have added the red shading?). What then is the intention of the applicants: do they wish to secure the apportionment of each right, so as to register the right vested in the applicants (and to exclude the right vested in the third party who now owns the land shaded red, so that it is separately registered)?

If the intention nevertheless is to register a severance, on what basis is it alleged that the rights have been severed? I have not read every line of the deed of exchange, but box 7 of the application form states that, 'No rights were attached to the deed of exchange'. If the land was exchanged without reference to the rights of common attached to the land, then s.62 of the Law of Property Act 1925 functions to convey the rights of common along with the land, and it has not been suggested otherwise. In that case, what has occurred is merely a transaction in land giving rise to a consequential apportionment of the rights — albeit made slightly more complicated by the circumstances of the exchange.

We have no objection to an application for apportionment on that basis — but that is not the application which you have received. As it stands, there seems to be no grounds for granting an application for severance, because there is no evidence to show on what grounds severance has occurred. Given that s.9 of the 2006 Act prohibits severance — even to the extent of applying retrospectively (see s.9(7)), it need hardly be said that a commons registration authority should be rigorous in not accepting an application for historical severance, alleged to have taken place before 28 June 2005, unless the evidence in support is cogent.

We also note that no fee was enclosed with the application (box 1 of the application form), but the application was not made during the transitional application period, which closed on 14 December 2017. However, we note that the council has not appointed a fee for applications made under Sch.3, para.4 (applications outside transitional application period). Is a zero fee the long-term plan please? It seems odd that an application to register an apportionment occurring before 2015 attracts no fee, but where the apportionment occurred after 2014, the fee is £240.

regards

Hugh

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

Email: info@oss.org.uk
www.oss.org.uk

Tel: [01609 532364](tel:01609532364)
Please note that I work Mondays, Wednesdays and Thursdays
(Registered in England and Wales, limited company number 7846516
Registered charity number 1144840)

**Please [support our campaign](#) now to stop
the wrongful deregistration of common land.**



The Open Spaces Society has staff with exhaustive experience in handling matters related to our charitable purposes. While every endeavour has been made to give our considered opinion, the law in these matters is complex and subject to differing interpretations. Such opinion is offered to help members, but does not constitute formal legal advice.

From: commons Registration [mailto:commons.Registration@northyorks.gov.uk]
Sent: 02 April 2019 12:43
Subject: CA14 119 - SATRON MOOR (CL158) - RIGHT ENTRIES 6 AND 13

Good Afternoon

Following your request to be notified, please find attached a notice that has been published on our website today.

CA14 119 Satron Moor (CL158) – Right Entries 6 and 13.

Kind regards

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

From: Dick Murphy <[REDACTED]>
Sent: 11 April 2019 14:57
To: commons Registration
Subject: RE: Objection to application CA14 119
Attachments: 2019-04-10 TO NYCC - OSS Objection dp.pdf

Dear Jayne,

Thank you for your e-mail below and we have of course since spoken.

Please note that I have no comments to make on the attached objection.

You kindly said you would keep us updated as to how this application progresses for which I thank you in advance.

Kind regards,

Dick

Dick Murphy MRICS
Estate Manager Gunnerside Estate
E-mail: [REDACTED]
Tel: [REDACTED]
Fax: 01748 886107

This e-mail and any files transmitted with it are confidential and intended for the exclusive use of the addressee. If the message is received by anyone other than the addressee, please return the e-mail to the sender and then delete the e-mail from your computer. E-mails are not secure and it is the responsibility of the recipient to ensure that they are virus free. Gunnerside Estate accept no responsibility for any loss or damage resulting from the receipt or use of this e-mail or attached files

From: commons Registration [mailto:commons.Registration@northyorks.gov.uk]
Sent: 11 April 2019 14:39
To: Dick Murphy <dickmurphy@gunnersideestate.co.uk>
Subject: Objection to application CA14 119

Good Afternoon

Please find attached a data protected copy of an object ion that we received yesterday regarding your application to amend the common land register for rights exercisable over Satron Moor reference CA14 119. I would be grateful to receive any comments that you may have regarding this objection by the close of business on Friday 3rd May 2019.

Kind Regards

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



GUNNERSIDE ESTATE

Mr J Waggett
East Farm
Satron, Gunnerside
Richmond
North Yorkshire
DL11 6JW

Your ref:
Our ref: DWM/G

08 August 2017

Dear John,

GRAZING RIGHT ON SATRON MOOR

This is to confirm that you have the right to graze 150 sheep on Satron Moor under the terms of your tenancy agreement for East Farm, Satron dated 6th April 1961.

Kind Regards,

Yours sincerely,



R W Murphy MRICS
Estate Manager



Aug.23rd 2017

Dear Sirs,

To whom it may concern.

I hereby confirm that my right to graze 20 sheep on Satron moor has been let to my Uncle John Waggett and will be so let for the foreseeable future.

Yours faithfully,

A black rectangular box redacting the signature of David Waggett.

David Waggett.

SpringEnd EastFarm

LowRow

Richmond

N.Youks.

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

1. DEED OF EXCHANGE BETWEEN CHRISTOPHER & WILLIAM BIRKBECK WAGGETT & GUNNERSIDE ESTATE (PREVIOUSLY OWNED BY THE EARL PEEL)
2. REVISED SUPPLEMENTAL MAPS FOR ENTRIES 6 & 13. THE AREAS SHADED RED ARE NO LONGER OWNED BY GUNNERSIDE ESTATES LTD.
3. TITLE NYK188971 (A COPY OF TITLE NYK162725 HAS BEEN SUPPLIED PREVIOUSLY)

10. Fairness test

THE APPLICANT PURCHASED THE LAND IN TITLES NYK162725 & NYK188971 AND THE ATTACHED SHEEP RIGHTS BUT THE REGISTER HAD NOT BEEN UPDATED BY THE PREVIOUS OWNERS.

Jayne Applegarth

From: Linda Rukin <[REDACTED]>
Sent: 25 May 2021 15:17
To: commons Registration
Cc: Dick Murphy
Subject: FW: Request for additional information Application CA14 119
Attachments: 2021-02-24 - From NYCC Application CA14 119.pdf
Categories: Jayne Applegarth

Dear Jayne

Thank you for the email below that you sent to Dick back in February. I apologise that we have not replied sooner but I have only returned from maternity leave recently. I hope all is well with you?

In response to the letter, please see below. I do feel that we are stating the obvious but hope this will suffice?

“Whilst it is not a legal requirement to update the Common Land registers, they are a vital tool for understanding the ownership/tenancy of rights on commons, which can be lost over time. Therefore, we feel the application is important to update the Estate’s ownership records for the land in question but also to ensure that other graziers/tenants/parties can access an up to date and accurate record. It is important the information regarding the land transfer/rights ownership is recorded. This will serve for many purposes in the future, therefore, we think it would be fair for the registration authority to amend the register”.

Please let me know if you require anything further.

Kind regards

Linda

From: commons Registration <commons.Registration@northyorks.gov.uk>
Sent: 24 February 2021 12:21
To: Dick Murphy <[REDACTED]>
Subject: Request for additional information Application CA14 119

Good Afternoon Dick

Please refer to the attached regarding your application seeking to record a historic severance for RE 6 and 13 over Satron Moor CL158, application reference CA14 119

Kind Regards
Jayne

Jayne Applegarth
Commons Registration Officer

Tel: 01609 534753
commons.registration@northyorks.gov.uk

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 application CA14 119 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		
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>June 2021</p>			