

## **NORTH YORKSHIRE COUNCIL**

### **COMMONS ACT 2006 — SECTION 8**

#### **Notice of an application for apportionment of rights of common**

#### **Application Reference Number: CA3 010**

#### **Common land within the Manor of Danby (CL63)**

Application has been made to the North Yorkshire Council by J H Hutchinson & Son Limited under Section 8 of the Commons Act 2006 and in accordance with Schedule 4(3) of the Commons Registration (England) Regulations 2014.

The application, which includes documentary evidence, can be viewed at:

<https://www.northyorks.gov.uk/environment-and-neighbourhoods/land-and-waterways/common-land-and-village-greens/common-land-applications-and-decision-notice>

or you can request a copy by contacting the Commons Registration Officer: -

email: [commons.registration@northyorks.gov.uk](mailto:commons.registration@northyorks.gov.uk) , telephone: 01609 534753

or write to: North Yorkshire Council, Commons Registration, County Hall, Northallerton, North Yorkshire DL7 8AD

Any person wishing to make a representation regarding this amendment:

- should quote the Application No. CA3 010
- must state the name and postal address of the person making the representation and the nature of that person's interest (if any) in any land affected by the application.
- may include an e-mail address of the person making the representation
- must be signed by the person making the representation
- must state the grounds on which the representation is made
- should send the representation to: Commons Registration Officer, Commons Registration North Yorkshire Council, County Hall, Northallerton, North Yorkshire DL7 8AD or e-mail to [commons.registration@northyorks.gov.uk](mailto:commons.registration@northyorks.gov.uk) on or before 28 June 2024

Representations cannot be treated as confidential, and a copy will be sent to the applicant in accordance with Regulation 25 of the 2014 Regulations. Should the application be referred to the Planning Inspectorate for determination, in accordance with Regulation 26 of the 2014 Regulations, any representations will be forwarded to the Planning Inspectorate.

A summary of the effect of the application (if granted) is as follows: the Registration Authority will amend the register to show that the rights at entry no. 111 have been apportioned and that of the 100 grazing rights 76 rights are now registered to J H Hutchinson & Son Limited and 24 rights remain registered to James Gill.

Dated: 9 May 2024

Karl Battersby

Corporate Director – Environment  
North Yorkshire Council

## Commons Act 2006: section 8

**Application for apportionment of rights of common****This section is for office use only**

Official stamp

Application number

<p><b>COMMONS ACT 2006</b></p> <p><b>NORTH YORKSHIRE COUNCIL</b></p> <p><b>COMMONS REGISTRATION AUTHORITY</b></p> <p>DATE:            - 1 SEP 2023</p>
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<p>CA3 010</p>
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Applicants are advised to read 'Part 1 of the Commons Act 2006: Guidance to applicants' and to note:

- All applicants should complete boxes 1-10.
- Where an application made under section 8 to the Commons Act 2006 is consequent to a "primary application" to amend the register (see Schedule 4, paragraph 3(1) to the Commons Registration (England) Regulations 2014, e.g. to vary part of a right), the primary application must be submitted together with this application to apportion the right.
- Only the following persons can apply under section 8: the person (or persons) who also makes a primary application, or the owner of any part of the land to which the right is attached: two or more owners of the land can make a joint application to apportion the right.
- You will be required to pay a fee for your application. Ask the registration authority for details. You would have to pay a separate fee should your application be referred to the Planning Inspectorate.

**Note 1**

*Insert name of commons registration authority.*

**1. Commons Registration Authority**

To the:

<p>NORTH YORKSHIRE COUNCIL</p>
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Tick the box to confirm that you have enclosed the appropriate fee for this application:

**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:

J H HUTCHINSON & SON LIMITED

Postal address:

WILKS FARM, SHORTWAITE, LEALHOLME, WHITBY, NORTH YORKSHIRE

Postcode Y021 2AA

Telephone number:

[Redacted]

Fax number:

[Redacted]

E-mail address:

[Redacted]

**3. Name and address of representative, if any**

Name:

ANDREW LITTLE

Firm:

PEARSONS & WARD SOLICITORS

Postal address:

2 MARKET STREET, MALTON

Postcode Y017 7AS

Telephone number:

[Redacted]

Fax number:

[Redacted]

E-mail address:

[Redacted]

**Note 4**

For further details of the requirements of an application refer to Schedule 4, paragraph 3 to the Commons Registration (England) Regulations 2014.

**4. Basis of application for registration and qualifying criteria**

Tick one of the following boxes to indicate your capacity to apply.

I (or we) made the primary application:

or

I (or we) own part or parts of the land to which the right is attached:

Tick one of the following boxes to indicate the section of the Commons Act 2006 under which the primary application, if any, was made.

Section 7 (variation of a right):

Section 11 (re-allocation of rights attached to a property):

Section 13 (surrender or extinguishment of a right):

Section 14 (statutory disposition) and paragraph 8 of Schedule 4 to the 2014 Regulations:

Schedule 1, paragraph 1(6)(b) (severance by transfer to public body):

Schedule 1, paragraph 3(7)(b) (severance by order):

**5. Identification of the right and the apportionment**

Specify the register unit number to which this application relates:

CL63

Specify the registered rights entry number to which this application relates:

111

Description of the right to be apportioned:

The right to graze 100 sheep, of turbury, to take away top stones, bracken, heaths and ling.

Calculation of the rateable apportionment of the right:

The right to graze 76 sheep  
117 acres total applicant owns 89 acres total 76% of 100 total.

**Note 5**

Specify the right to be apportioned and the rateable apportionment of the right.

**Note 6**

The accompanying Ordnance map of the area of land to which the right will be attached must be at a scale of at least 1:10,560 and show both the area(s) of land owned by the applicant(s), and the remaining part of the land, by means of distinctive colourings within accurately identified boundaries. Give grid reference or other identifying detail.

**Note 7**

Describe the details of the primary application, if relevant.

**6. Description of the land to which the right is attached**

Name by which the land is usually known:

Land at Church House Farm, Danby Head, Danby, Whitby, YO21 2NH and land on the south-east side of Church House Farm, Danby Head, Danby, Whitby, YO21 2NH

Location:

Danby, Whitby

Describe the area of the part(s) of the land in the ownership of the applicant(s) (including details of that ownership):

Approximately 56.93 acres of land at Church House Farm stead bought by the Applicant on 30/5/2015 and shown edged red on the plan attached to the Transfer Deed and the land shown coloured blue in the Transfer to the applicant dated 22/10/2020. The land edged purple is owned by the applicant and is registered under Title Numbers NYK456108 & NYK479724

Describe the area of any remaining part of the dominant tenement and details of its ownership:

The land coloured blue on the enclosed plan is not within our applicants ownership

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

**7. Description of the primary application (if any) to which this application relates**

Describe the primary application, and why the right must be apportioned:

[Empty box for describing the primary application]

**Note 8**

List all supporting documents and maps which accompany the application, including evidence of your capacity to apply. 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 9**

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.

**8. Supporting documentation**

1. Transfer Deed dated 30/5/2018
2. Transfer Deed dated 22/10/2020
3. Office Copy Register and Plan for NYK456108
4. Office Copy Register and Plan for NYK479724
5. Plan showing land owned by the applicant (edged purple)
6. Plan showing acreage

**9. Any other information relating to the application**

**Note 10**

*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.*

**10. Signature**

Date:

14/3/24

Signatures:

**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.*



Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: <b>NYK290920</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: <b>Lots 2 – 5 Church House Farm, Danby Head, Danby, Whitby North Yorkshire YO21 2NH</b>  The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: <b>edged red on Plan 1</b>  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <b>30th May 2018</b>
5	Transferor: <b>Andrew David Morris and Judith Anne Morris</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:  <b>J H Hutchinson &amp; Son Limited</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <b>05737491</b>  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

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

7 Transferee's intended address(es) for service for entry in the register:  
Wilks Farm Shortwaite Lealholme Whitby North Yorkshire  
YO21 2AA

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):  
**Four hundred and thirty five thousand five hundred pounds (£435,500)**
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

**12.1 Definitions**

In this Transfer:-

- 12.1.1. 'the Plan' means the plans annexed to this transfer and marked 1, 2, 3 and 4.
- 12.1.2. 'the Retained Land' means the land and buildings

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

known as Lot 1 Church House Farm, Danby Head, Danby Whitby North Yorkshire YO21 2NH shown edged red on Plan 2

12.1.3. words importing one gender shall be construed as importing any other gender.

12.1.4. words importing the singular shall be construed as importing the plural and vice versa.

12.1.5. where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons.

12.1.6. the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation.

12.1.7. any reference to a clause is to one so numbered in this panel unless otherwise stated.

12.1.8. any reference to a colour or letter is to one on the Plan.

## **12.2. Rights granted for the benefit of the Property**

12.2.1. The Property is transferred together with the following rights

(a) The right for the Transferee and their successors in title, the owners and occupiers for the time being of the Property to take water through and to connect to the existing water pipe under the Retained Land between points C and D on Plan 3 and afterwards to maintain a new feed pipe for the purposes of watering stock only with power at any time on giving at least 24 hours' notice (except in case of emergency) to enter the Retained Land to lay, inspect, clean, maintain or renew the pipes.

(b) The right for the Transferee and their successors in title, the owners and occupiers for the time being of the Property to take water through and to connect to the existing water pipe between points A - B on Plan 3 for the purpose of domestic use only to supply water to one residential barn conversion on the Property with power at any time on giving at least 24 hours' notice (except in case of emergency) to lay, inspect, clean, maintain or renew the pipes

(c) Full right and liberty for the Transferee and his successors in title the owners and occupiers for the time being of the Property to free and uninterrupted passage and running of electricity to and from the Property through over and along wires cables and all other conducting media between points J and K on Plan 3 that are now or in the future laid in over or under the Retained Land for the use and enjoyment of the Property with the power to enter onto so much as is reasonably necessary of the Retained Land to lay, inspect, maintain, replace or renew such wires cables and other conducting media the persons so entering making good all damage caused in the exercise of such rights and paying compensation for any damage which cannot be so made good

(d) The temporary right for a period of 6 months from the date of this Transfer only for the Transferee and their successors in title the owners and occupiers for the time being of the Property to connect to the existing electricity supply on the Retained Land to install a sub meter and use the supply with power to enter on to so much as is necessary of the Retained Land to connect, lay, inspect, maintain, replace or renew such cables.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

### **12.3. Rights reserved for the benefit of other land**

12.3.1. There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:-

(a) Full right and liberty for the Transferor and their successors in title, the owners and occupiers for the time being of the Retained Land and his or their servants and licensees in common with the Transferee and other persons having the like right to use the line of pipes along the route between points A – B on Plan 3 for the supply of water for domestic purposes connected with the Retained Land with the right upon giving 24 hours' notice (except in the case of an emergency) to enter upon such part of the Property as is under or through which those pipes are laid to clean, repair and renew them, doing as little damage as possible and making good all damage caused provided that neither the Transferee nor their successors in title, owners for the time being of the Property shall be under any obligation to ensure that there is a continuous supply of water nor the quality of the water.

(b) The right for the Transferor and their successors in title, the owners and occupiers for the time being of the Retained Land to connect to the existing water pipe between the points C and D on Plan 3 and afterwards to maintain a new feed pipe for the purpose of watering stock only with power at any time on giving at least 24 hours' notice (except in case of emergency) to inspect, clean, maintain or renew the pipes provided that neither the Transferee nor their successors in title, owners for the time being of the Property shall be under any obligation to ensure that there is a continuous supply of water nor the quality of the water

Include words of covenant.

### **12.4 Positive covenants by the Transferee**

The Transferee covenants with the Transferor as follows:

(a) To maintain and repair the water pipe between points C – D on Plan 3 subject to the Transferor or their successors in title contributing a fair and reasonable proportion of the cost of its upkeep and maintenance.

(b) To pay a fair and reasonable proportion of the cost of the upkeep and maintenance of the water pipe between points A – B.

(c) To erect and thereafter at all times to maintain a stock proof fence along the dividing boundary between the Property and the Retained Land shown between points E – F on Plan 1.

(d) To pay within 14 days of demand by the Transferor or their successors in title any standing order in relation to the electricity sub meter and at the charge out rates current at the time of billing of the electricity supply company for the area for all electricity consumed through the sub meter and a proportion of the standing charge assessed on the Transferor's or successors in title in respect of their mains meter, such proportion to be calculated by reference to the total quantity of electricity consumed through the mains meter against the quantity of electricity consumed through the sub meter.

include words of covenant.

## **12.5. Restrictive covenants by the Transferee**

12.5.1. The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.5.2 ('the Restrictions') and it is agreed and declared that:

12.5.1.1. the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land that remains unsold by the Transferor or has been sold by the Transferor or by any person claiming through the Transferor otherwise than by a transfer on sale with the express benefit of this covenant.

12.5.1.2. the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed.

12.5.1.3. an obligation in the Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

12.5.2. The Restrictions are the following:

(a) Not to use or permit to be used any buildings on the Property for housing, storing or breeding of pigs, poultry or any other purposes other than agricultural, equestrian or forestry use with the exception of residential use for the barn shown coloured yellow on Plan 1.

(b) No new or additional building structure or development as defined in the Town and Country Planning Act 1990 (or any statutory modification) will be erected outside the existing yard area shown edged red on Plan 4 on or under the Property or any part of it whatsoever other than the development of the barn coloured yellow on Plan 1 in accordance with the Planning Permission NYM2014/0133/FL or any non-material amendments to the Planning Permission as one agreed with the Local Authority without the prior written consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(c) Not to permit or allow any machinery being operated in the yard of the Property before 6.00 am or after 7.00 pm on any day with the exception of silage or haymaking and harvesting work when hours can be extended until 10pm on any day without the prior consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(d) No agricultural manure to be stored or spread on part of the Property shown coloured purple on Plan 1 except immediately prior to reseeded work where manure may be spread provided it is ploughed in within 72 hours of spreading without the prior consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(e) Not to allow to do anything or suffer anything to be done on the Property that might adversely affect the purity or the flow of water passing through said water pipe.

(f) Not to use or permit the name of "Church House Farm" to be used in the description of the Property or any part of it.

insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

## **12.6 Agreements and declarations**

It is agreed and declared

(a) The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any Retained Land for building development or any other purpose

(b) The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or of the Law of Property Act 1925 section 62 acquire, any easement, right, privilege or advantage over or in respect of the Retained Land be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 4.

13 Execution

Executed as a deed by the said:

**ANDREW DAVID MORRIS**

Signature. [Redacted] .....

In the presence of:

Signature of witness [Redacted] ..... X

Name (in BLOCK CAPITALS) EMILY DOWSON

Address WILLOW TREE FARM DANBY

WHITBY NORTH YORKSHIRE YO21 2NN

Executed as a deed by the said:

**JUDITH ANNE MORRIS**

Signature. [Redacted] .....

In the presence of:

Signature of witness [Redacted] ..... X

Name (in BLOCK CAPITALS) EMILY DOWSON

Address WILLOW TREE FARM DANBY

WHITBY NORTH YORKSHIRE YO21 2NN

Executed as a deed by the said:

**J H HUTCHINSON & SON LIMITED**

.....  
Acting by its director In the presence of:

Signature of witness .....

Name (in BLOCK CAPITALS).....

Address .....

.....

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

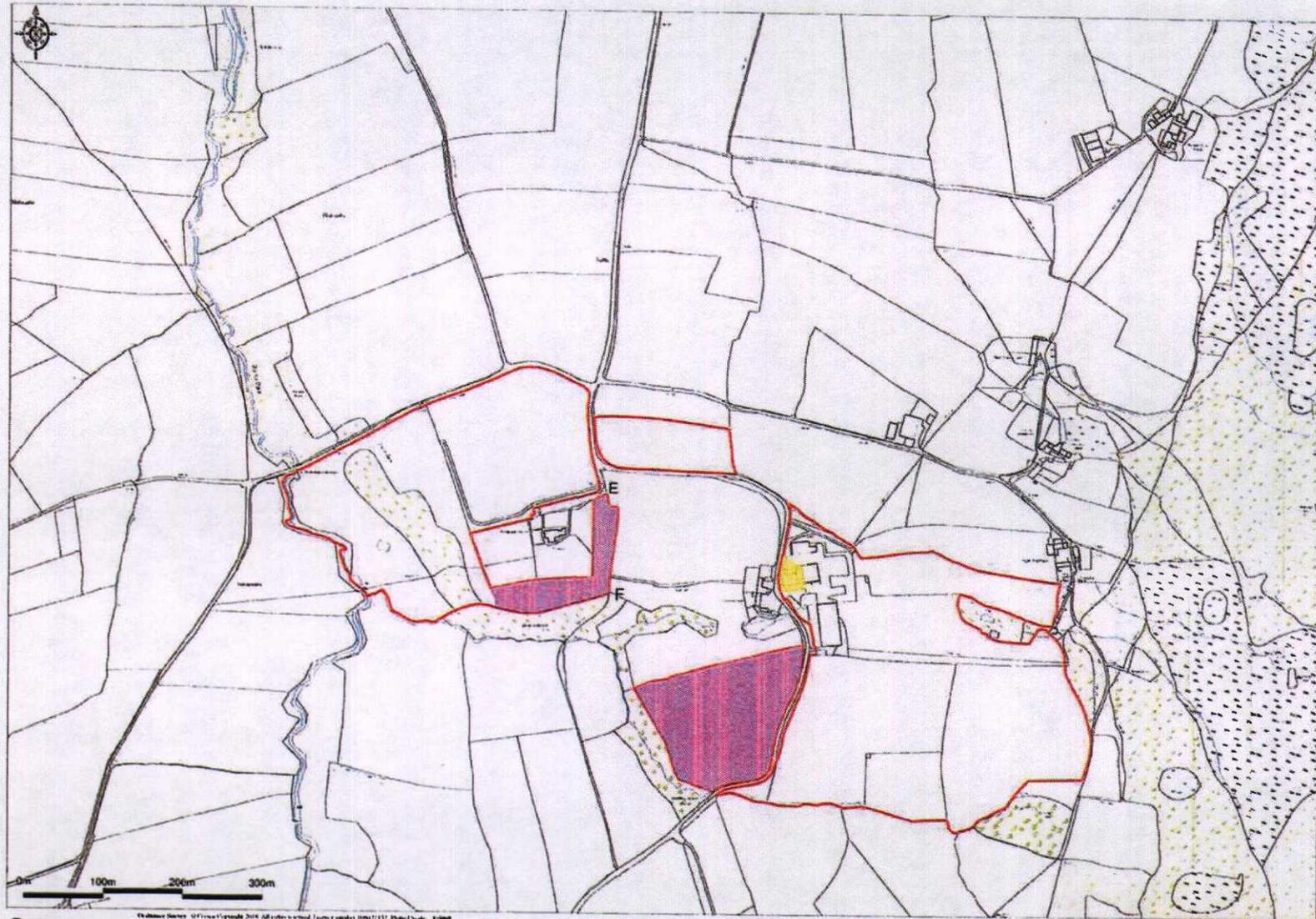
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 04/17

Church House Farm, Danby Dale.

Plan 1

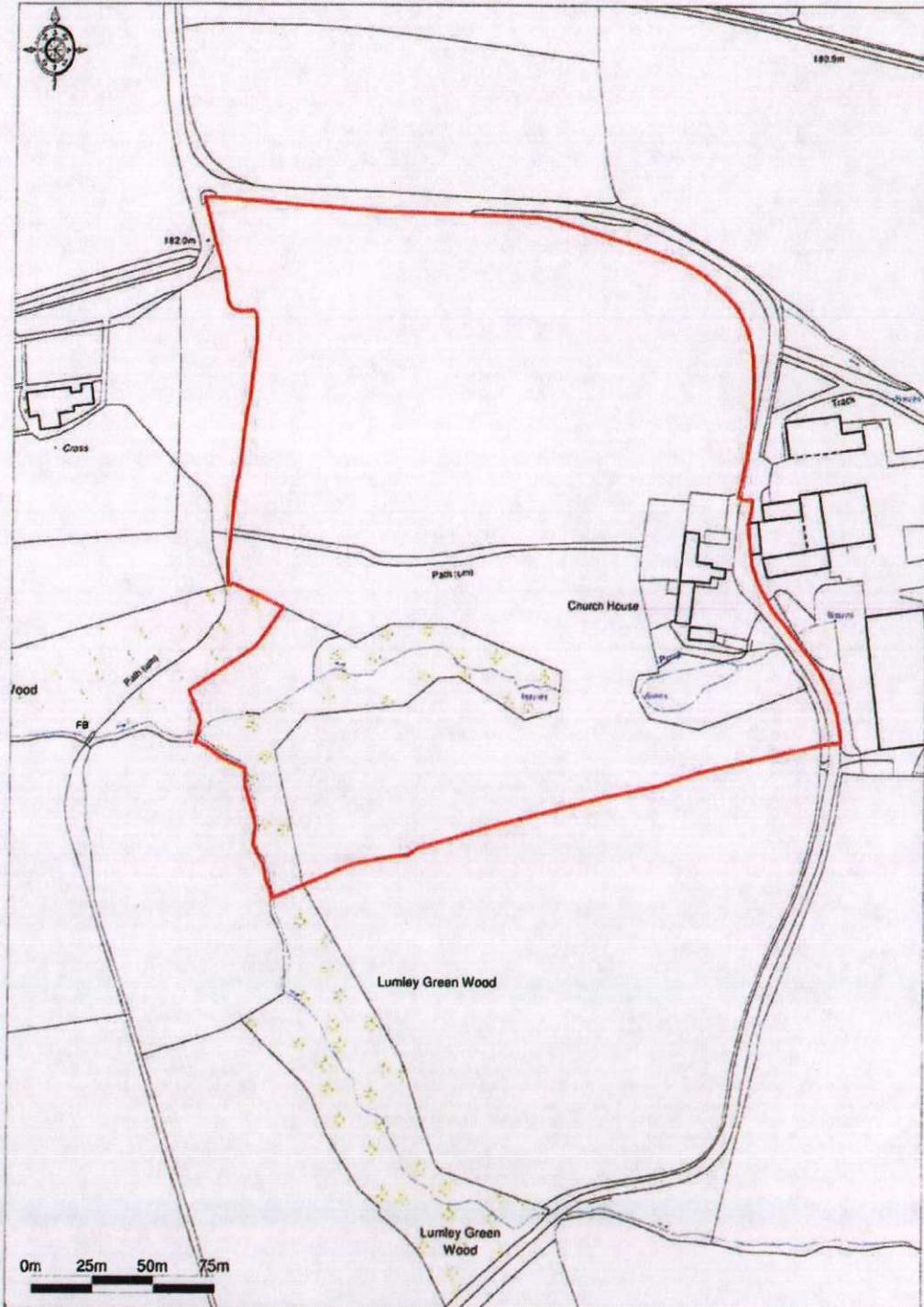


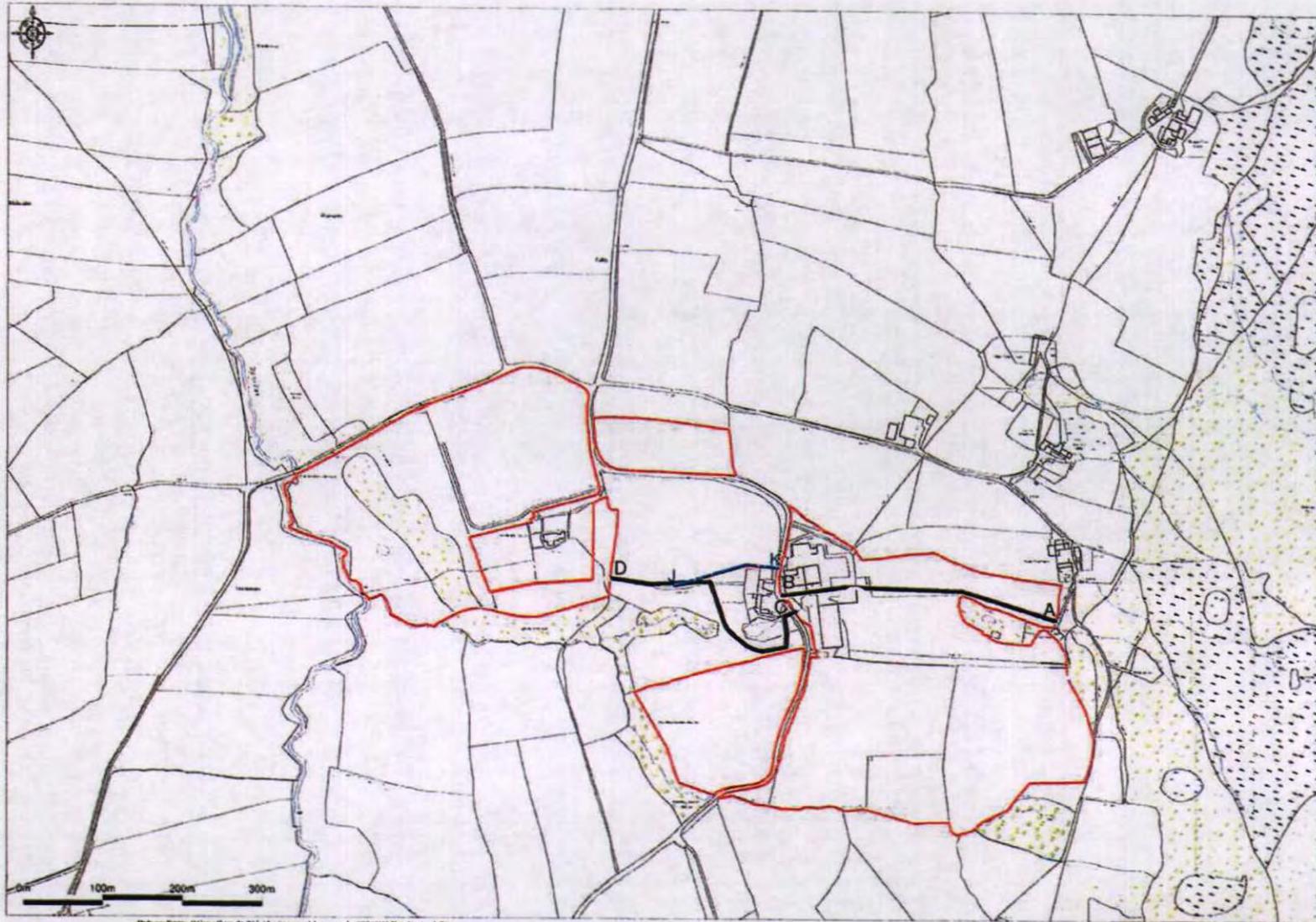
Promap

© All Rights Reserved. All Rights Reserved. Farm Plan Number: 00002112. Plan No: 00000

Cundalls

Plan 2



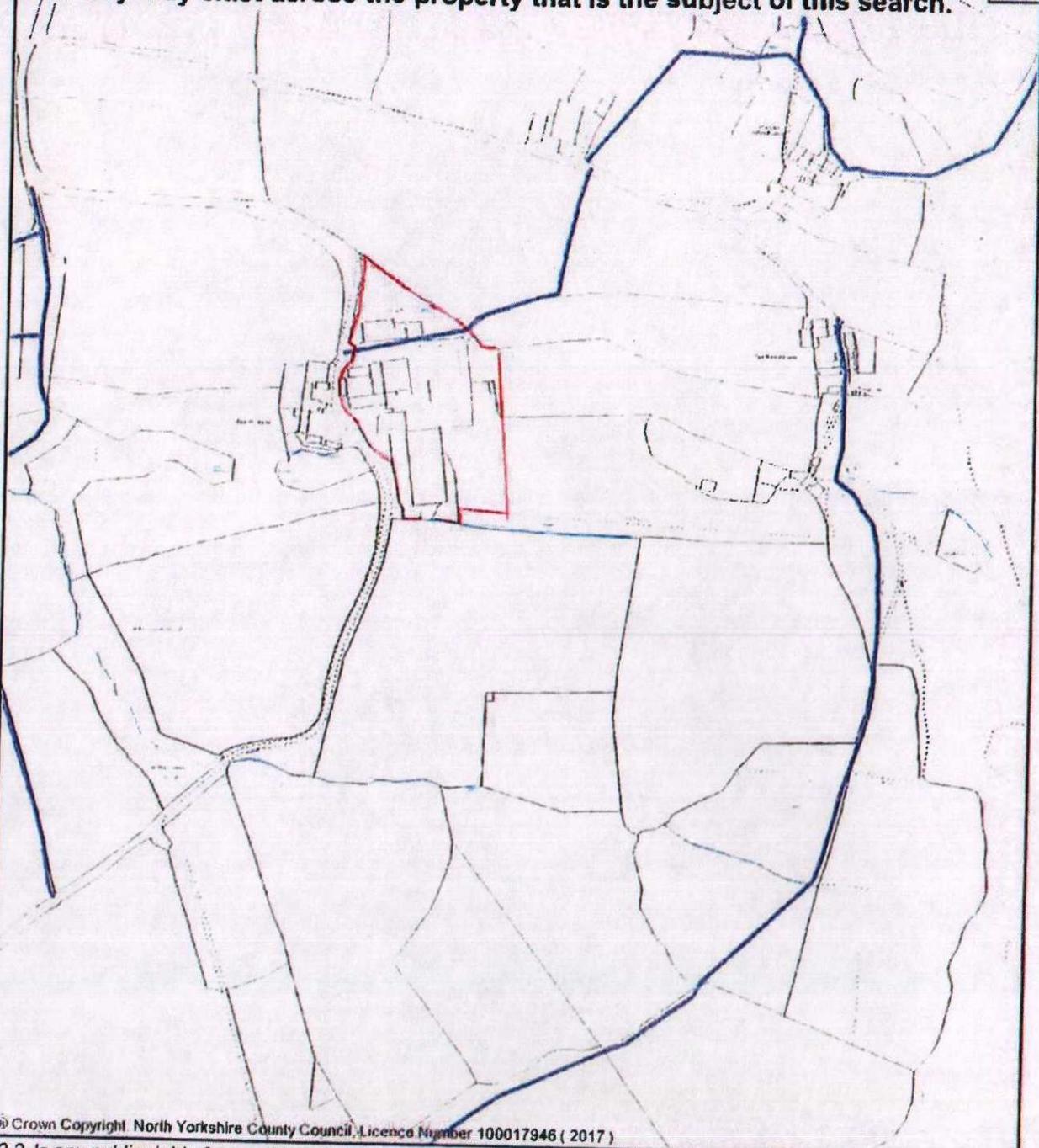


Promap

© Crown Copyright 2011. All Rights Reserved. Ordnance Survey Licence No. 100019898

Cundalls

**This is NOT a copy of the Definitive Map.**  
**Only recorded public rights of way are shown, unrecorded public rights of way may exist across the property that is the subject of this search.**



© Crown Copyright North Yorkshire County Council, Licence Number 100017946 ( 2017 )

- 2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map? **Yes**
- 2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, a definitive map or revised definitive map? **No**
- 2.4 Are there any legal orders to stop up, divert, alter or create a public right which abuts, or crosses the property not yet implemented or shown on a definitive map? **No**

Key:  
 Public footpath (Q2.2)



**North Yorkshire**  
 County Council

This plan shows the APPROXIMATE location of public rights of way crossing or abutting the property that is the subject of this search

**PLAN 3**

Search Ref:  
**45-171801125 - OB**

21 of 26 sheets 17/09/2017 10:10

# HM Land Registry

## Transfer of part of registered title(s)

# TP1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

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1	Title number(s) out of which the property is transferred: <b>NYK290920</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: <b>Lots 2 – 5 Church House Farm, Danby Head, Danby, Whitby North Yorkshire YO21 2NH</b></p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: <b>edged red on Plan 1</b></p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: <b>30<sup>TH</sup> MAY 2018</b>
5	<p>Transferor: <b>Andrew David Morris and Judith Anne Morris</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: <b>J H Hutchinson &amp; Son Limited</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <b>05737491</b></p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

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

7 Transferee's intended address(es) for service for entry in the register:  
Wilks Farm Shortwaite Lealholme Whitby North Yorkshire YO21 2AA

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):  
**Four hundred and thirty five thousand five hundred pounds (£435,500)**
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

### 12.1 Definitions

In this Transfer:-

12.1.1. 'the Plan' means the plans annexed to this transfer and marked 1, 2, 3 and 4.

12.1.2. 'the Retained Land' means the land and buildings

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

known as Lot 1 Church House Farm, Danby Head, Danby Whitby North Yorkshire YO21 2NH shown edged red on Plan 2  
12.1.3. words importing one gender shall be construed as importing any other gender.

12.1.4. words importing the singular shall be construed as importing the plural and vice versa.

12.1.5. where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons.

12.1.6. the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation.

12.1.7. any reference to a clause is to one so numbered in this panel unless otherwise stated.

12.1.8. any reference to a colour or letter is to one on the Plan.

## **12.2. Rights granted for the benefit of the Property**

12.2.1. The Property is transferred together with the following rights

(a) The right for the Transferee and their successors in title, the owners and occupiers for the time being of the Property to take water through and to connect to the existing water pipe under the Retained Land between points C and D on Plan 3 and afterwards to maintain a new feed pipe for the purposes of watering stock only with power at any time on giving at least 24 hours' notice (except in case of emergency) to enter the Retained Land to lay, inspect, clean, maintain or renew the pipes.

(b) The right for the Transferee and their successors in title, the owners and occupiers for the time being of the Property to take water through and to connect to the existing water pipe between points A - B on Plan 3 for the purpose of domestic use only to supply water to one residential barn conversion on the Property with power at any time on giving at least 24 hours' notice (except in case of emergency) to lay, inspect, clean, maintain or renew the pipes

(c) Full right and liberty for the Transferee and his successors in title the owners and occupiers for the time being of the Property to free and uninterrupted passage and running of electricity to and from the Property through over and along wires cables and all other conducting media between points J and K on Plan 3 that are now or in the future laid in over or under the Retained Land for the use and enjoyment of the Property with the power to enter onto so much as is reasonably necessary of the Retained Land to lay, inspect, maintain, replace or renew such wires cables and other conducting media the persons so entering making good all damage caused in the exercise of such rights and paying compensation for any damage which cannot be so made good

(d) The temporary right for a period of 6 months from the date of this Transfer only for the Transferee and their successors in title the owners and occupiers for the time being of the Property to connect to the existing electricity supply on the Retained Land to install a sub meter and use the supply with power to enter on to so much as is necessary of the Retained Land to connect, lay, inspect, maintain, replace or renew such cables.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

### **12.3. Rights reserved for the benefit of other land**

12.3.1. There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:-

(a) Full right and liberty for the Transferor and their successors in title, the owners and occupiers for the time being of the Retained Land and his or their servants and licensees in common with the Transferee and other persons having the like right to use the line of pipes along the route between points A – B on Plan 3 for the supply of water for domestic purposes connected with the Retained Land with the right upon giving 24 hours' notice (except in the case of an emergency) to enter upon such part of the Property as is under or through which those pipes are laid to clean, repair and renew them, doing as little damage as possible and making good all damage caused provided that neither the Transferee nor their successors in title, owners for the time being of the Property shall be under any obligation to ensure that there is a continuous supply of water nor the quality of the water.

(b) The right for the Transferor and their successors in title, the owners and occupiers for the time being of the Retained Land to connect to the existing water pipe between the points C and D on Plan 3 and afterwards to maintain a new feed pipe for the purpose of watering stock only with power at any time on giving at least 24 hours' notice (except in case of emergency) to inspect, clean, maintain or renew the pipes provided that neither the Transferee nor their successors in title, owners for the time being of the Property shall be under any obligation to ensure that there is a continuous supply of water nor the quality of the water

Include words of covenant.

### **12.4 Positive covenants by the Transferee**

The Transferee covenants with the Transferor as follows:

(a) To maintain and repair the water pipe between points C – D on Plan 3 subject to the Transferor or their successors in title contributing a fair and reasonable proportion of the cost of its upkeep and maintenance.

(b) To pay a fair and reasonable proportion of the cost of the upkeep and maintenance of the water pipe between points A – B.

(c) To erect and thereafter at all times to maintain a stock proof fence along the dividing boundary between the Property and the Retained Land shown between points E – F on Plan 1.

(d) To pay within 14 days of demand by the Transferor or their successors in title any standing order in relation to the electricity sub meter and at the charge out rates current at the time of billing of the electricity supply company for the area for all electricity consumed through the sub meter and a proportion of the standing charge assessed on the Transferor's or successors in title in respect of their mains meter, such proportion to be calculated by reference to the total quantity of electricity consumed through the mains meter against the quantity of electricity consumed through the sub meter.

## **12.5. Restrictive covenants by the Transferee**

12.5.1. The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.5.2 ('the Restrictions') and it is agreed and declared that:

12.5.1.1. the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land that remains unsold by the Transferor or has been sold by the Transferor or by any person claiming through the Transferor otherwise than by a transfer on sale with the express benefit of this covenant.

12.5.1.2. the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed.

12.5.1.3. an obligation in the Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

12.5.2. The Restrictions are the following:

(a) Not to use or permit to be used any buildings on the Property for housing, storing or breeding of pigs, poultry or any other purposes other than agricultural, equestrian or forestry use with the exception of residential use for the barn shown coloured yellow on Plan 1.

(b) No new or additional building structure or development as defined in the Town and Country Planning Act 1990 (or any statutory modification) will be erected outside the existing yard area shown edged red on Plan 4 on or under the Property or any part of it whatsoever other than the development of the barn coloured yellow on Plan 1 in accordance with the Planning Permission NYM2014/0133/FL or any non-material amendments to the Planning Permission as one agreed with the Local Authority without the prior written consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(c) Not to permit or allow any machinery being operated in the yard of the Property before 6.00 am or after 7.00 pm on any day with the exception of silage or haymaking and harvesting work when hours can be extended until 10pm on any day without the prior consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(d) No agricultural manure to be stored or spread on part of the Property shown coloured purple on Plan 1 except immediately prior to reseeded work where manure may be spread provided it is ploughed in within 72 hours of spreading without the prior consent of the Transferor or their successors in title of the Retained Land such consent not to be unreasonably withheld or delayed.

(e) Not to allow to do anything or suffer anything to be done on the Property that might adversely affect the purity or the flow of water passing through said water pipe.

(f) Not to use or permit the name of "Church House Farm" to be used in the description of the Property or any part of it.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

#### **12.6 Agreements and declarations**

It is agreed and declared

(a) The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any Retained Land for building development or any other purpose

(b) The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or of the Law of Property Act 1925 section 62 acquire, any easement, right, privilege or advantage over or in respect of the Retained Land be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership and practice guide 24: private trusts of land* for further guidance.

Remember to date this deed in panel 4.

13 Execution

Executed as a deed by the said:

**ANDREW DAVID MORRIS**

Signature.....

In the presence of:

Signature of witness .....

Name (in BLOCK CAPITALS).....

Address .....

.....

Executed as a deed by the said:

**JUDITH ANNE MORRIS**

Signature.....

In the presence of:

Signature of witness .....

Name (in BLOCK CAPITALS).....

Address .....

.....

Executed as a deed by the said:

**J H HUTCHINSON & SON LIMITED**



Acting by its director In the presence of:

Signature of witness  .....

Name (in BLOCK CAPITALS) HAZEL LOUISE ANYON

Address 2 MARKET STREET, MACTON

YO17 7AS

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

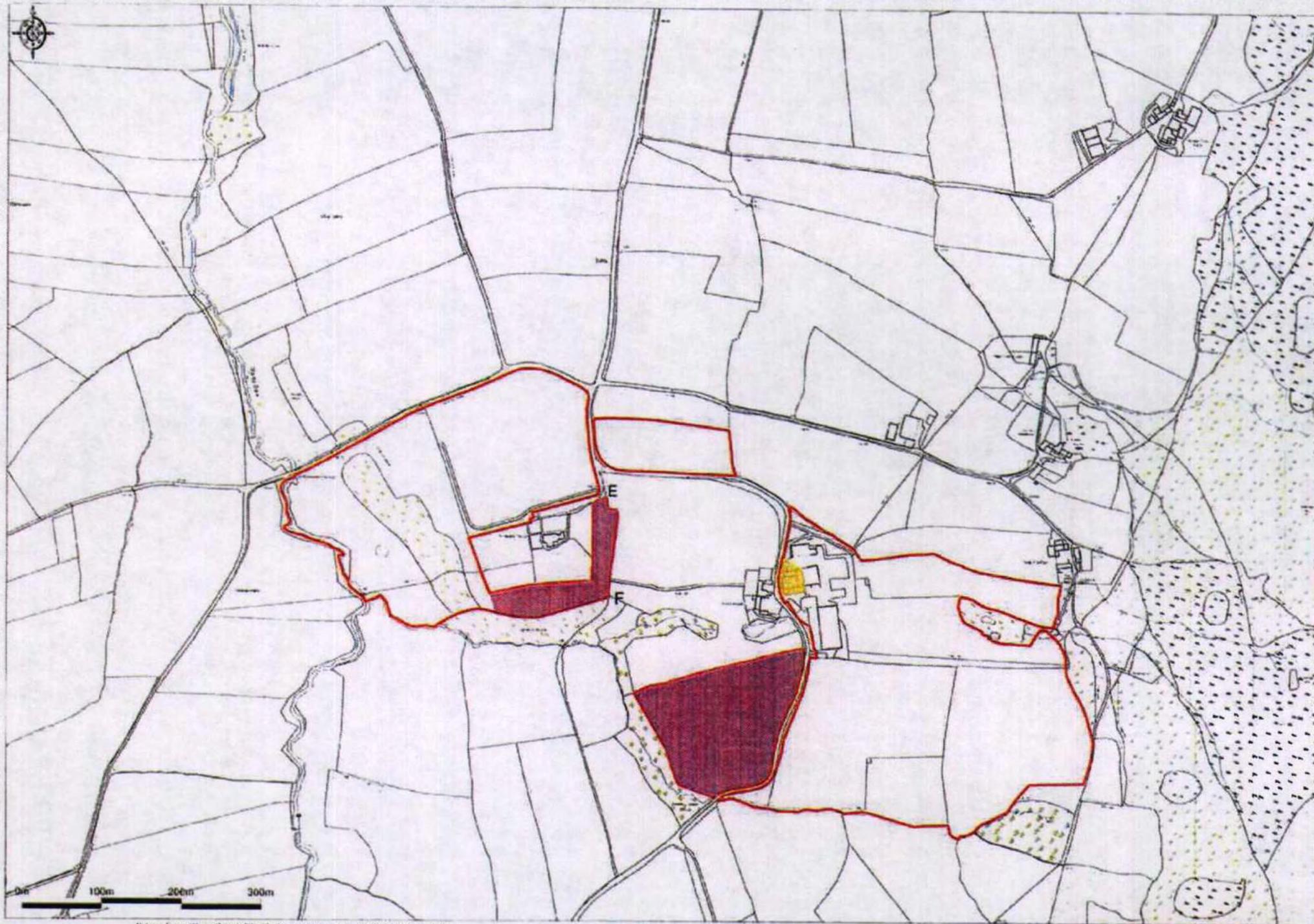
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 04/17

Church House Farm, Danby Dale.

Plan 1



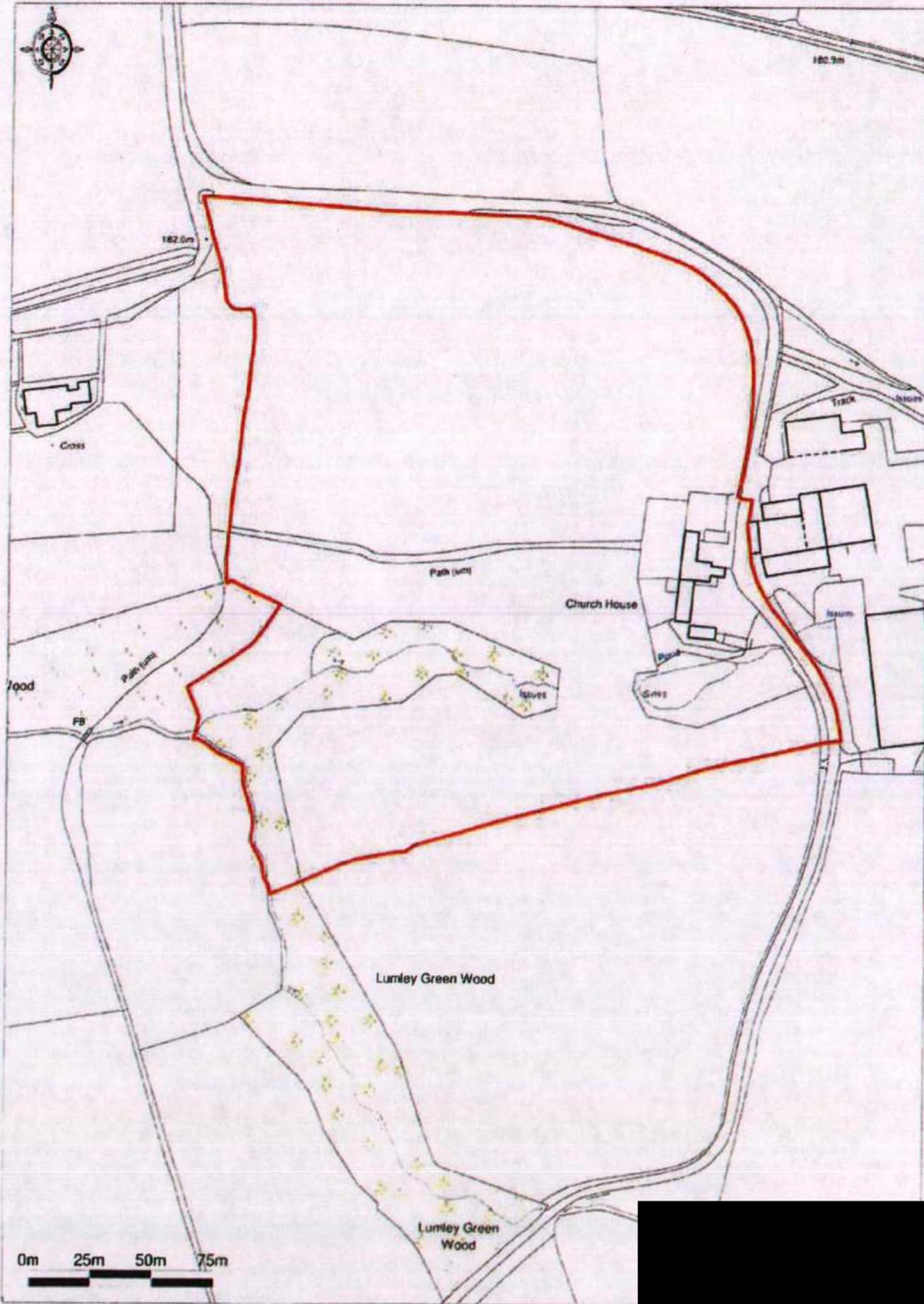
Promap

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Cundalls

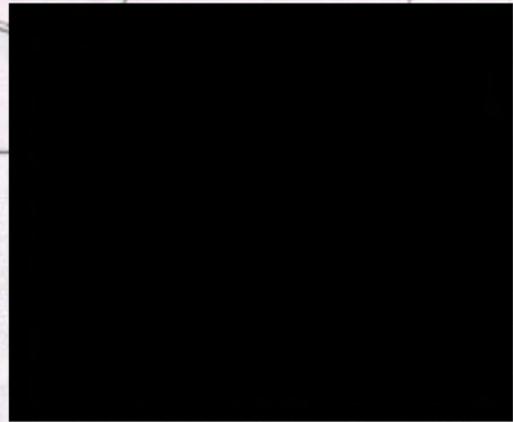


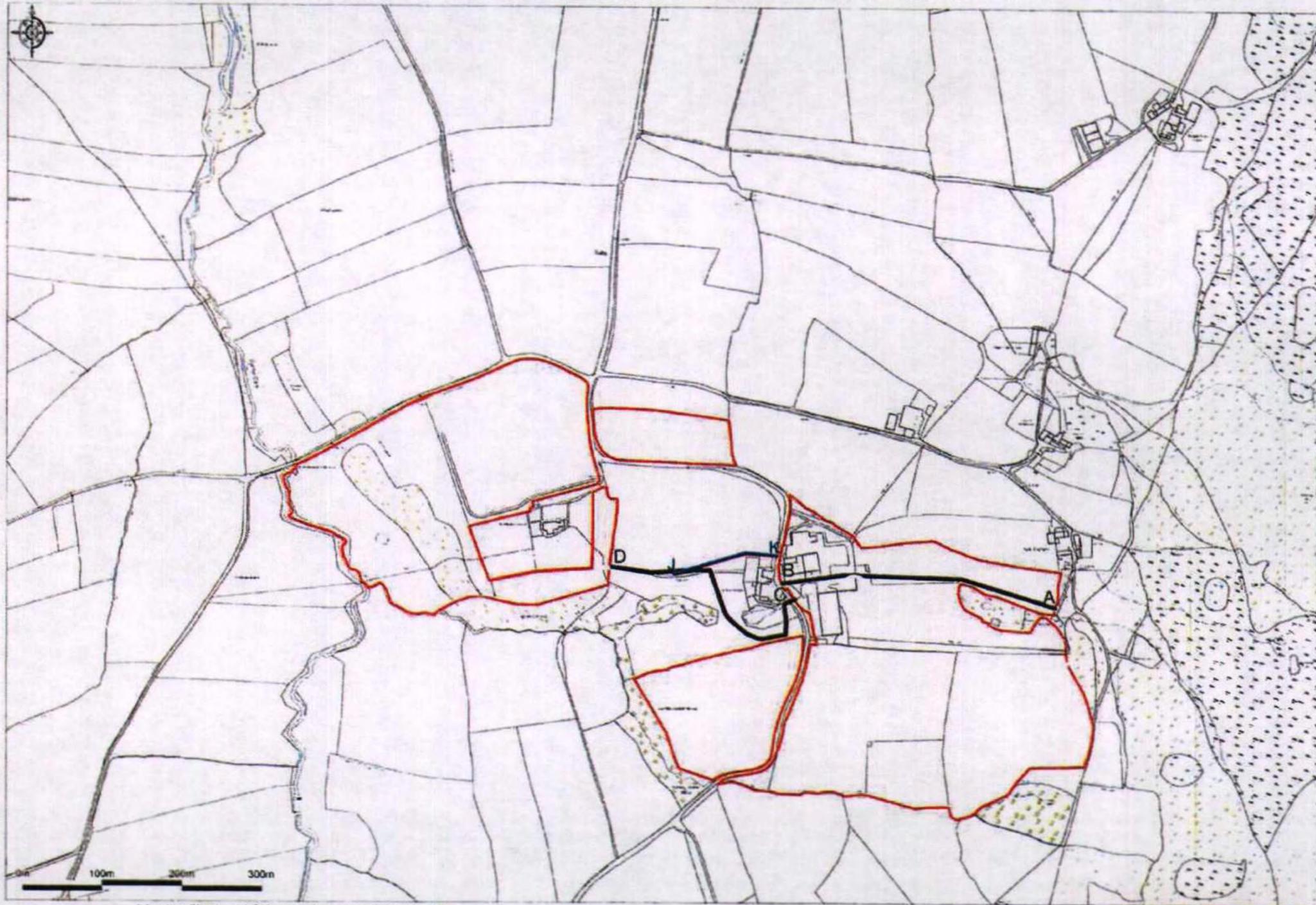
Plan 2



**Promap**  
LANDMARK INFORMATION GROUP

Ordnance Survey © Crown Copyright 2017 All rights reserved  
Licence number 100022412 Printed Scale 1:2500





Promap

Map data © OpenStreetMap contributors, Imagery © Mapbox



Cundalls

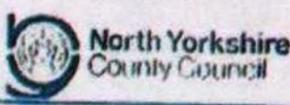
This is NOT a copy of the Definitive Map.  
Only recorded public rights of way are shown, unrecorded public rights of way may exist across the property that is the subject of this search.



© Crown Copyright North Yorkshire County Council, Licence Number 100017946 (2017)

- 2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map? **Yes**
- 2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, a definitive map or revised definitive map? **No**
- 2.4 Are there any legal orders to stop up, divert, alter or create a public right which abuts, or crosses the property not yet implemented or shown on a definitive map? **No**

Key:  
Public footpath (Q2.2)



This plan shows the APPROXIMATE location of public rights of way crossing or abutting the property that is the subject of this search

**PLAN 4**

Search Ref:  
**45-171801125 - OB**

# HM Land Registry Transfer of part of registered title(s)

# TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

<p>1 Title number(s) out of which the property is transferred: <b>NYK290920</b></p>
<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
<p>3 Property: <b>Land at Danby Head Danby Whitby</b></p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: <b>coloured blue</b></p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
<p>4 Date: <b>20<sup>th</sup> OCTOBER 2020</b></p>
<p>5 Transferor: <b>Peter Graham Lees</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>6 Transferee for entry in the register: <b>J H Hutchinson &amp; Son Limited</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <b>05737491</b></p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

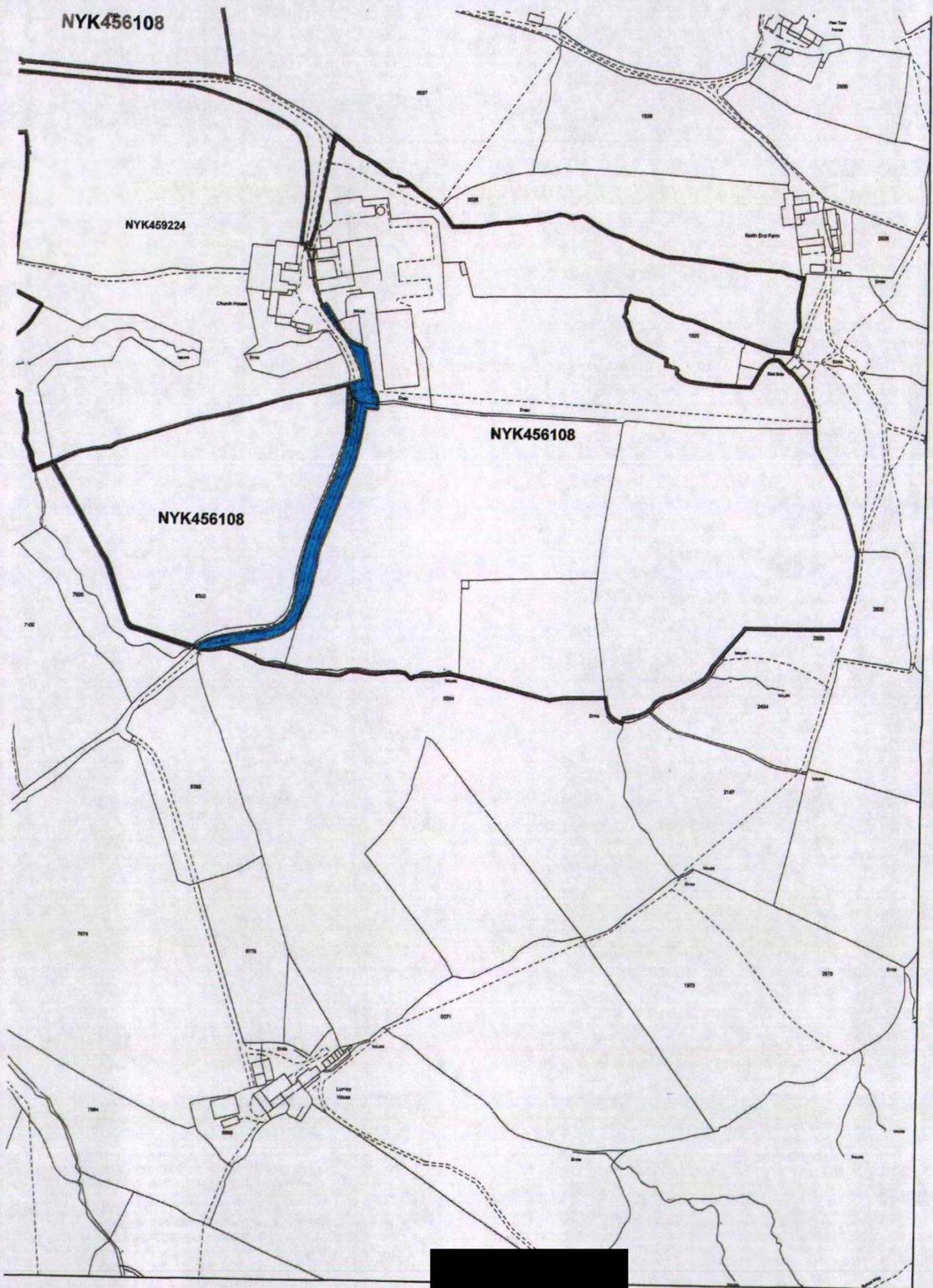
Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

<b>7</b>	<b>Transferee's intended address(es) for service for entry in the register:</b> <b>Wilks Farm Shortwaite Lealholme Whitby YO21 2AA</b>
<b>8</b>	<b>The transferor transfers the property to the transferee</b>
<b>9</b>	<b>Consideration</b> <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
<b>10</b>	<b>The transferor transfers with</b> <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
<b>11</b>	<b>Declaration of trust. The transferee is more than one person and</b> <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:



atch measurements between the same points on the ground.

Use this panel for:

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

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

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

## 12 Additional provisions

### Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed by:  
PETER GRAHAM LEES

Signature PGL X



28 Sept 2020

in the presence of:

Signature of witness X Elizabeth Jones

Name (in BLOCK CAPITALS) X ELIZABETH JONES

Address X 19 EASSON ROAD  
REDCAR  
TS10 1HH

Executed as a deed by  
J H HUTCHINSON & CO LIMITED  
acting by a director

Signature X



Director

In the presence of:

Signature of Witness X



Name (in BLOCK CAPITALS) Simon Cornforth

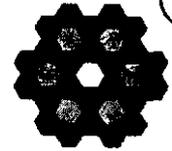
Address Bramble cottage  
Shortwait North Farm  
YO21 2AA

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



WARE & KAY  
2 MARKET STREET  
MALTON  
YO17 7AS

Delivered by



Date  
29 September 2018

Your ref  
HLA/HUT178/3

Our ref  
RCS/NYK456108

## Completion of registration

Title number **NYK456108**

Property **Land at Church House Farm, Danby Head, Danby, Whitby (YO21 2NH)**

Registered proprietor **J H Hutchinson & Son Limited**

Your application lodged on 14 June 2018 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

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

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

### Important information about the address for service

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

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

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

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

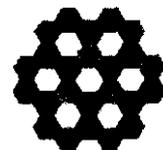
If you require this correspondence in an alternative format, please let us know.

HM Land Registry  
Durham Office  
PO Box 75  
Gloucester  
GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 0411  
durham.office  
@landregistry.gov.uk

[www.gov.uk/land-registry](http://www.gov.uk/land-registry)



# Official copy of register of title

Title number NYK456108    Edition date 14.06.2018

- This official copy shows the entries in the register of title on 29 September 2018 at 08:35:28.
- 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 29 September 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see [www.gov.uk/land-registry](http://www.gov.uk/land-registry).
- This title is dealt with by HM Land Registry Durham Office.

## A: Property register

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

NORTH YORKSHIRE : SCARBOROUGH

- 1        (09.02.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Church House Farm, Danby Head, Danby, Whitby (YO21 2NH).
- 2        (09.02.2004) The land has the benefit of the following rights granted by but is subject to the following exceptions and reservations contained in a Conveyance dated 29 November 1967 made between (1) Ian Ramshaw (Vendor) and (2) James Gill and Eva Mary Gill (Purchasers):-

"TOGETHER ALSO with such rights of way commons commons of pasture common turbarry turf graftspeats furzes ling brackens and heaths belonging or appertaining to the said land and such manner of tithes as may be still subsisting But Subject to such rights of way as may be subsisting and in particular a Ten foot wide right at all times and for all purposes including the leading of timber to and from Wandels Wood and Church Wood and Subject Also to such wayleave agreements as are now existing relating to electrical poles on the said land and made with the North Eastern Electricity Board but with the benefit of any payments made by the Board thereunderand Subject Also to a reservation of all sporting rights in respect of the property hereby conveyed with the exception of Fields Numbered O.S. 699 700and 722."

NOTE: Fields 699, 700 and 722 do not affect the land in this title.

- 3        (14.06.2018) The land has the benefit of any legal easements granted by the Transfer dated 30 May 2018 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.

## A: Property register continued

- 4 (14.06.2018) The Transfer dated 30 May 2018 referred to above contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

## 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 (14.06.2018) PROPRIETOR: J H HUTCHINSON & SON LIMITED (Co. Regn. No. 05737491) of Wilks Farm, Shortwaite, Lealholm, Whitby YO21 2AA.
- 2 (14.06.2018) The price stated to have been paid on 30 May 2018 was £435,500.
- 3 (14.06.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 May 2018 in favour of HSBC Bank PLC referred to in the Charges Register.

## C: Charges register

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

- 1 (14.06.2018) A Transfer of the land in this title dated 30 May 2018 made between (1) Andrew David Morris and Judith Anne Morris and (2) J H Hutchinson & Son Limited contains restrictive covenants.  
*NOTE:-Copy filed.*
- 2 (14.06.2018) REGISTERED CHARGE dated 30 May 2018.
- 3 (14.06.2018) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) of Securities Processing Centre, P.O. Box 6304, Coventry CV3 9JY.

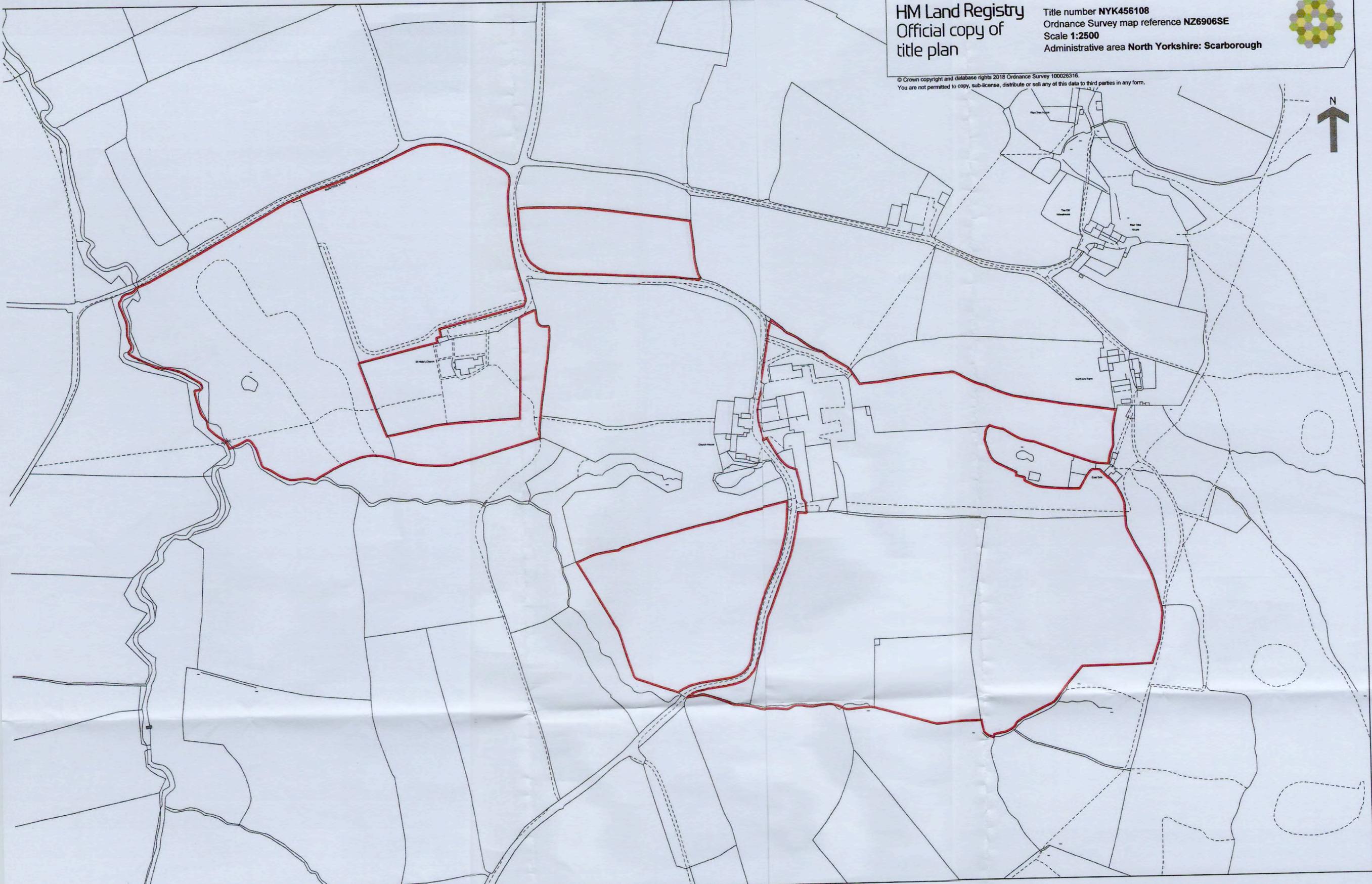
## End of register

HM Land Registry  
Official copy of  
title plan

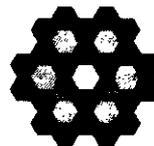
Title number **NYK456108**  
Ordnance Survey map reference **NZ6906SE**  
Scale **1:2500**  
Administrative area **North Yorkshire: Scarborough**



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Printed on 29 September 2018 shows the state of this title plan on 29 September 2018 at 08:35:28.  
Printed to the same extent as the original (s.67 Land Registration Act 2002).  
Shows a general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
Produced by HM Land Registry, Durham Office.



Title number NYK479724 Edition date 22.10.2020

- This official copy shows the entries on the register of title on 13 Aug 2021 at 11:05:08.
- 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 13 Aug 2021.
- 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 : SCARBOROUGH

- 1 (09.02.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south-east side of Church House Farm, Danby Head, Danby, Whitby (YO21 2NH).
- 2 (14.06.2018) The land has the benefit of any legal easements reserved by a Transfer of other land dated 30 May 2018 made between (1) Andrew David Morris and Judith Anne Morris and (2) J H Hutchinson & Son Limited but is subject to any rights that are granted by in the said deed and affect the registered land.

*NOTE:-Copy filed under NYK456108.*

- 3 (02.10.2018) The land has the benefit of any legal easements reserved by a Transfer of other land dated 30 May 2018 made between (1) Andrew David Morris and Judith Anne Morris and (2) Rachel Susanna Dutton and Rory McHardy Wilson but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under NYK459224.*

- 4 (16.10.2018) A Transfer of the land in this title and other land dated 25 July 2018 made between (1) Andrew David Morris and Judith Anne Morris and (2) Peter Graham Lees contains a provision relating to the creation and/or passing of easements.

*NOTE: Copy filed under NYK290920.*

### 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

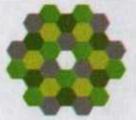
- 1 (22.10.2020) PROPRIETOR: J H HUTCHINSON & SON LIMITED (Co. Regn. No. 05797491) of Wilks Farm, Shortwaite, Lealholm, Whitby YO21 2AA.

Title number NYK479724

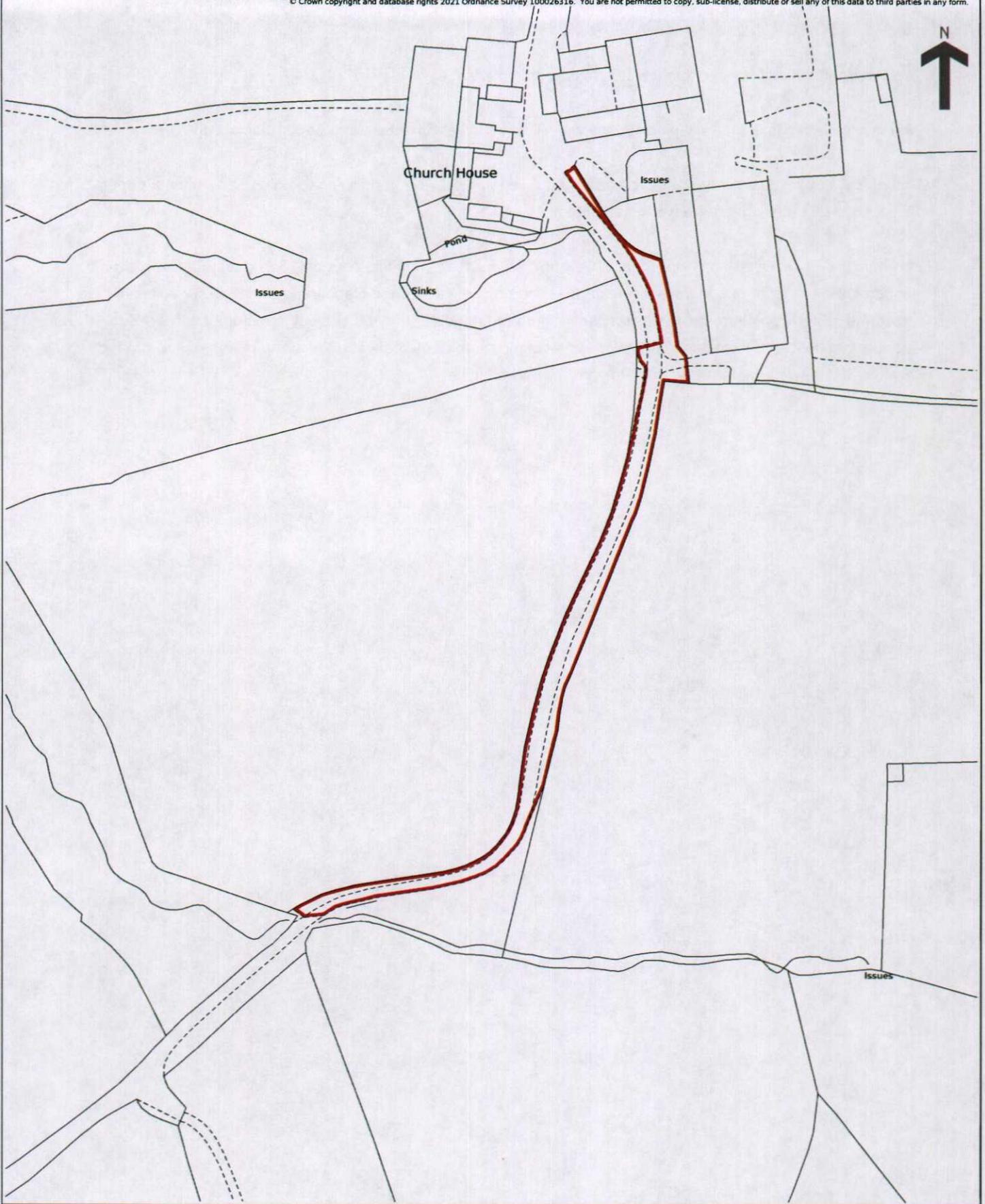
End of register

HM Land Registry  
Official copy of  
title plan

Title number **NYK479724**  
Ordnance Survey map reference **NZ6906SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Yorkshire :**  
**Scarborough**



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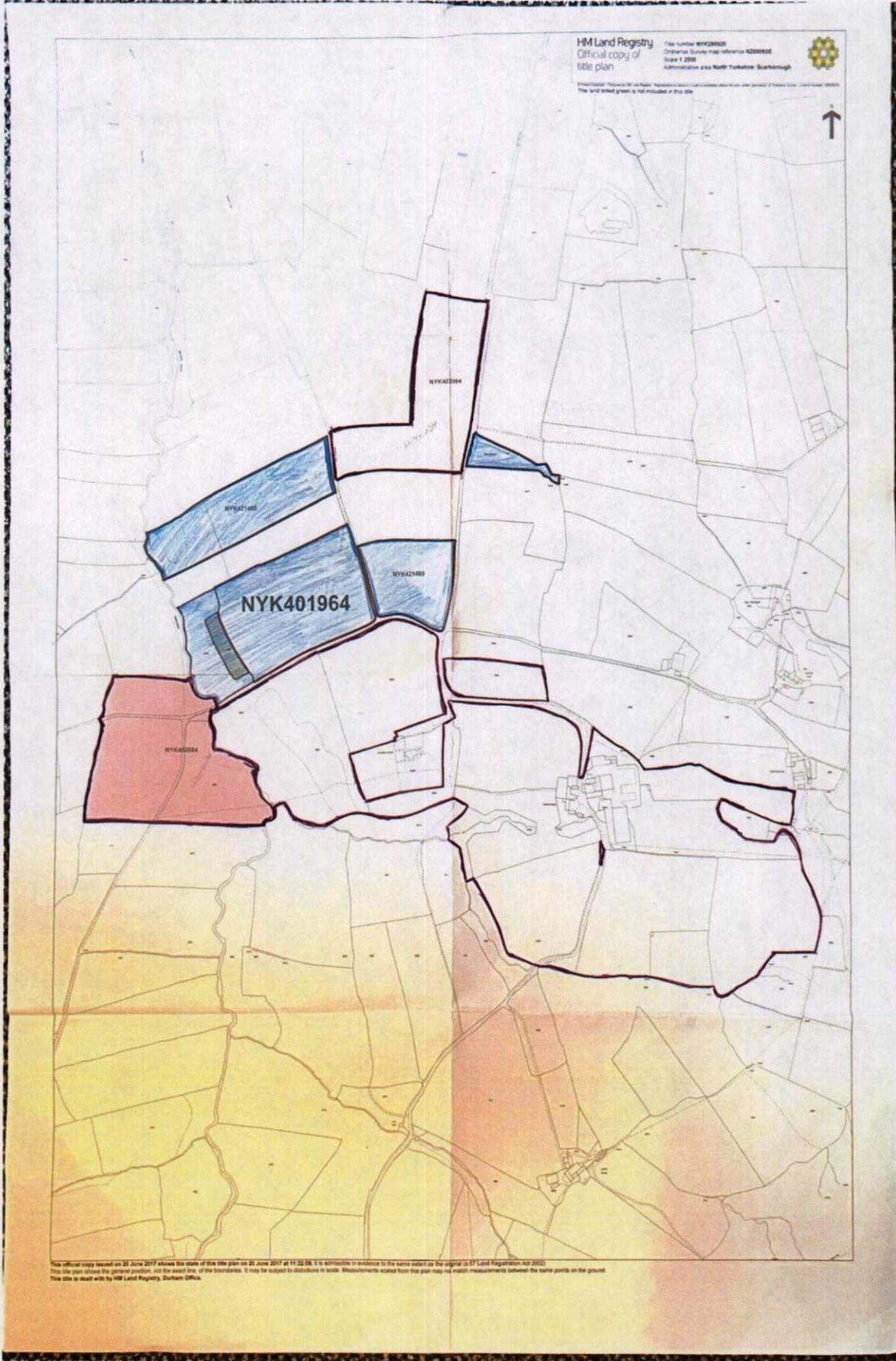
**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

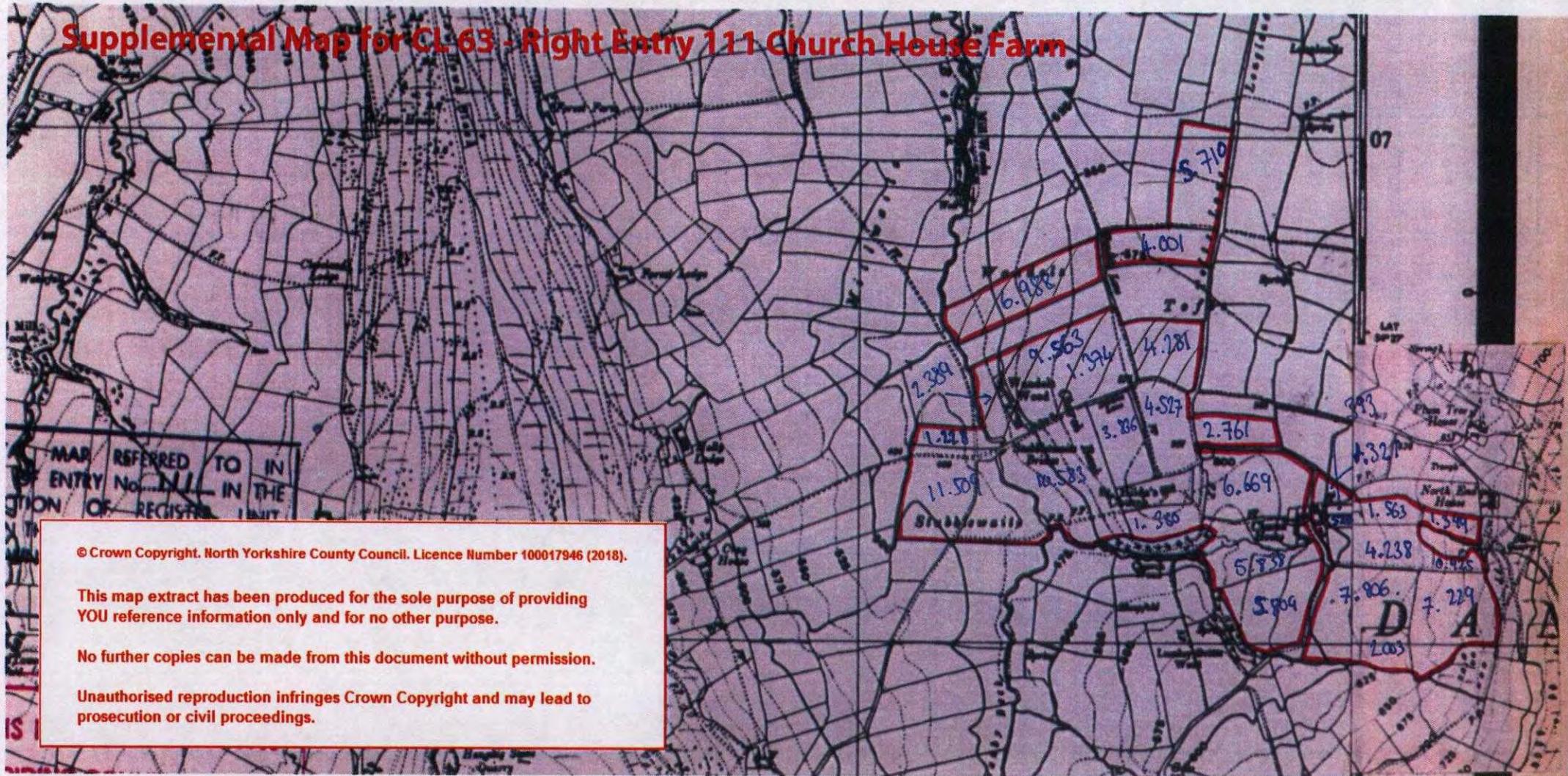
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 13 August 2021 shows the state of this title plan on 13 August 2021 at 11:05:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Durham Office .



# Supplemental Map for CL-63 - Right Entry 111 Church House Farm



100 ÷

~~107 total?~~

~~79.438~~

89.149 acres and

76% = 76 grazing rights

117 acres total? (5)

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

# Register of COMMON LAND

COMMONS REGISTRATION ACT 1965  
NORTH RIDING COUNTY COUNCIL  
REGISTRATION AUTHORITY  
28 JUN 1968  
Date: .....

Register unit No. C.L. 63

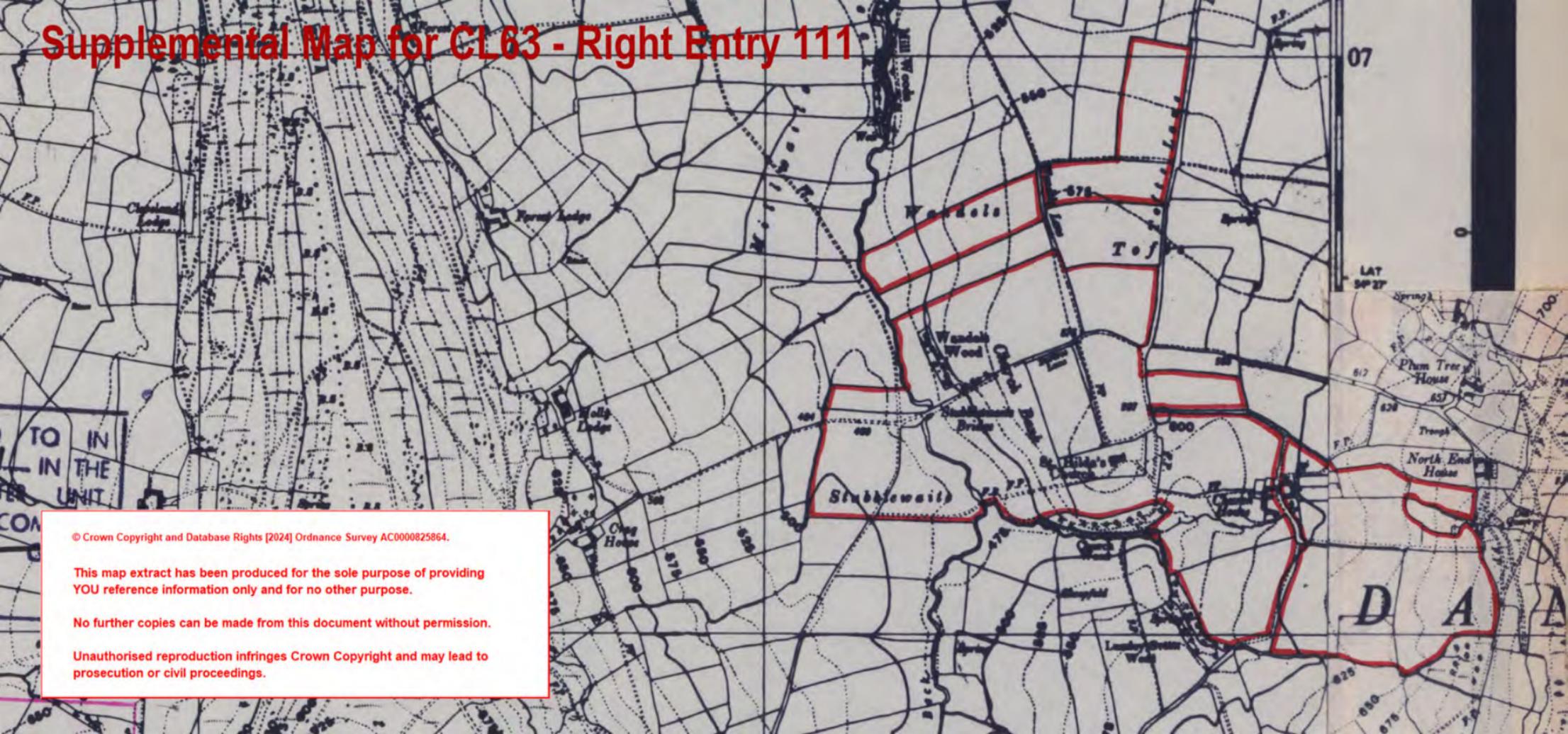
Edition No.

See Overleaf  
for Notes

RIGHTS SECTION—Sheet No. 35

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
<del>140</del> 28th June, 68	<del>1313</del> 27th June, 1968	<del>Joseph William Thompson, Lawns Farm, Lealholm, Whitby. Tenant.</del>	<del>The right - a) to graze 60 sheep, b) of turbary, over the whole of the land comprised in this regis- ter unit. (Registration Provisional)</del>	<del>Lawns Farm, in the Parish of Glaisdale, shown edged red on the supplemental map bearing the number of this register unit.</del>
<p>(see entry 209 below)</p>				
111 28th June, 1968	1274 26th June, 1968	James Gill, Church House, Danby, Whitby. Owner.	The right - a) to graze 100 sheep, b) of turbary, c) to take away top stones, bracken, heaths and ling, over the whole of the land comprised in this register unit. (Registration Provisional)	Church House Farm, in the Parish of Danby, shown edged red on the supplemental map bearing the number of this regis- ter unit.
112 28th June, 68	1321 25th June, 1968	Henry Campbell Marshall, Hangton Hill Farm, Glaisdale, Whitby. Owner.	The right - a) to graze 80 sheep, b) of turbary over the whole of the land comprised in this regis- ter unit. (Registration Provisional)	Hangton Hill Farm, in the Parish of Glaisdale, shown edged red on the supplemental map bearing the number of this register unit.

# Supplemental Map for CL63 - Right Entry 111



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