

NORTH YORKSHIRE COUNCIL

COMMONS ACT 2006 — SCHEDULE 3

Notice of an application to amend the register to record an historic event

Application Reference Number: CA14 137

Clapham Common CL209 and Burn Moor CL270

To every reputed owner, lessee, tenant or occupier of any part of the land described below, and to all others whom it may concern.

Application has been made to the North Yorkshire Council by Pauline Hird and Yvonne Gibson under Schedule 3(2)(3)(c) of the Commons Act 2006 and in accordance with Schedule 4(19) 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 , 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. CA14 137
- 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 on or before 12 November 2025.

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 for unit numbers CL209 and CL270 by updating the common land registers to reflect the severance of the grazing rights of common previously attached to land registered at CL209 right entry 5 and CL270 right entry 2 and becoming rights held in gross.

Dated: 23 September 2025

Karl Battersby

Corporate Director – Environment
North Yorkshire Council

Commons Act 2006: Schedule 3

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

Official stamp

Application number

COMMONS ACT 2006

NORTH YORKSHIRE COUNCIL

COMMONS REGISTRATION AUTHORITY

DATE:

15 APR 2025

CA14 137

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

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

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

Note 1

*Insert name
of commons
registration
authority.*

*Ask the registration
authority when
the transitional
application period
ends.*

1. Commons Registration Authority

To the:

NORTH YORKSHIRE COMMONS
REGISTRATION AUTHORITY.

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:

PAULINE HIRD AND YVONNE GIBSON

Postal address:

(1) PAULINE HIRD -
BOSWINS, LEASDEN, CLAPHAM, LANCASTER, LA2 8EU
(2) YVONNE GIBSON -
LANE TOP BARN, ARNCLIFFE, SLIPTON, NORTH YORKSHIRE,
BD23 5DD. Postcode

Telephone number:

Fax number:

E-mail address:

3. Name and address of representative, if any

Name:

MELISSA HAIGH

Firm:

NAPTHENS & LLP

Postal address:

BRIDGE MILLS,
STRAMONGATE,
LENOAL

Postcode LA9 4RD

Telephone number:

Fax number:

E-mail address:

Note 4

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

4. Basis of application for registration and qualifying criteria

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

PERSON ENTITLED TO EXERCISE RIGHT OF COMMON

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?

JUNE 1982

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

(1) CL 209

(2) CL 270

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

(1) ENTRY NUMBER 5

(2) ENTRY NUMBER 2

Note 5

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

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

Name by which the land is usually known:

Location:

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

Note 6

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

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

Name by which the land is usually known:

WENNING SIDE, CLAPHAM VIA LANCASTER AS SHOWN EDGED RED ON THE SUPPLEMENTAL MAP FOR THE EXISTING COMMON RIGHTS ENTRIES.

Location:

CLAPHAM / LEASDEN, NORTH YORKSHIRE.

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)

PLEASE REFER TO ATTACHED STATEMENT OF TRUTH.

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

STATEMENT OF TRUTH BY PAULINE HIRD AND
YVONNE GIBSON

STATEMENT OF TRUTH BY JOSEPH MICHAEL
CORATHWAITE.

Refer to separate sheet 

10. Fairness test

It would be fair for the registration authority to amend the register as this amendment takes account of the historical manner in which the rights have actually been exercised and to whom the benefit of the rights has actually passed. The other third party land owners of the current dominant tenement have not exercised these rights. 

| | |
|--|---|
| <p>Note 11 <i>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.</i></p> | <p>11. Any other information relating to the application</p> <div style="border: 1px solid black; height: 180px; width: 100%;"></div> |
| <p>Note 12 <i>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.</i></p> | <p>12. Signature</p> <p>Date: <div style="border: 1px solid black; padding: 5px; display: inline-block;">11th April 2025.</div></p> <p>Signatures: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <div style="background-color: black; width: 200px; height: 80px; display: inline-block;"></div> </div></p> |

REMINDER TO APPLICANT

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

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

Data Protection Act 1998

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

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

**Supporting Documents relating to common rights application CA14 137 –
Application to amend the register to record an historic event
CL209 Clapham Common – Right Entry 5 and CL270 Burn Moor (Clapham
Portion) – Right Entry 2**

Statement of Truth by Pauline Hird and Yvonne Gibson

Statement of Truth by Joseph Michael Cornthwaite

Deed of Gift dated 8 June 1982 between (1) Ethel Cornthwaite and (2) Anne Margaret Mason

Deed of Gift dated 1 December 1986 between (1) Ethel Cornthwaite and (2) Ann Margaret Mason

Deed of Gift dated 5 July 1983 between (1) Ethel Cornthwaite and (2) Joseph Michael Cornthwaite

Deed of Gift dated 29 May 1984 between (1) Ethel Cornthwaite and (2) Joseph Michael Cornthwaite

Deed of Gift dated 16 July 1985 between (1) Ethel Cornthwaite and (2) Joseph Michael Cornthwaite

Deed of Gift dated 1 December 1986 between (1) Ethel Cornthwaite and (2) Joseph Michael Cornthwaite

Assent dated 9 July 2001 between (1) Robert Crossfield Cornthwaite, Anne Margaret Mason, Herbert David Cornthwaite and Joseph Michael Cornthwaite and (2) Joseph Michael Cornthwaite

Conveyance and Assignment dated 8 June 1937 between (1) Henry Mancknols Walton Esquire and (2) Robert Cornthwaite Esquire

Conveyance 26 October 2000 between (1) Robert Crossfield Cornthwaite, Anna Margaret Mason, Herbert David Cornthwaite and Joseph Michael Cornthwaite and (2) Robert Crossfield Cornthwaite

Assent dated 19 January 2017 between (1) May Cornthwaite, Pauline Hird and Yvonne Gibson and (2) Pauline Hird and Yvonne Gibson

Dated 11th April

2025

Statement of Truth relating to common rights at Wenningside Farm, Keasden,
Clapham, North Yorkshire, LA2 8ET

Pauline Hird and Yvonne Gibson

We hereby certify
this to be a true
copy of the original
document.

MEUSSA HAIGH
NAPTHENS LLP
14/4/25.

We, PAULINE HIRD of Boskins, Keasden, Clapham, Lancaster, LA2 8EU and YVONNE GIBSON of Lane Top Barn, Arncliffe, Skipton, North Yorkshire, BD23 5QD make this statement to confirm the use and ownership of common rights.

1. We are the legal owners of the freehold property being Wenningside, Keasden, Clapham, Lancaster, LA2 8ET as registered at the Land Registry under title number NYK244652 ("Wenningside Farm").
2. In 1968, 40 sheep rights were registered to our Grandfather Robert Cornthwaite at the Commons Registry under CL270, at entry number 2, and CL209 at entry number 5 as attached to Wenning Side, Clapham, Via Lancaster as shown edged red on the supplemental map relating to those entries ("the Dominant Land"). A copy of the commons register entries and supplemental maps are attached at "ST1".
3. The rights registered under CL270 at entry 2 and CL209 at entry 5 were to graze 40 sheep to a limit of 40 sheep gaits, over the whole of the land comprised in the two registered units ("the Common Rights").
4. The Dominant Land contains four plots to which the Common Rights were originally attached. These four plots are separately coloured on the attached plan marked "ST2".
5. The land shown edged blue on the attached plan marked "ST2", is known as land at Norber, Austwick and is registered at the Land Registry under title number NYK250009. This was conveyed from our Grandmother Ethel Cornthwaite to our Aunt, Anne Margaret Mason on the 8 June 1982 and 1 December 1986 without reference to the transfer of any common rights with that land. A copy of these Deeds of Gift are attached at "ST3". This property is now owned by us and our uncle Joseph Michael Cornthwaite ("Michael").
6. The land and property shown edged purple on the attached plan marked "ST2" is currently unregistered as to the majority, although the river is registered. This property is known as The Fold, Austwick, North Yorkshire and was transferred to Michael from our Grandmother Ethel Cornthwaite by a number of gifts and an assent, again with no reference to the transfer of any common rights with this property. The various Deeds of Gifts and Assent of this property were dated 5 July 1983, 29 May 1984, 16 July 1985, 1 December 1986 and 9 July 2001. A copy of these deeds and assent are attached at "ST4".
7. The land and property shown edged red on the attached plan marked "ST2" is Wenningside Farm (including land previously forming part of Wenningside Farm which was recently conveyed to third parties by us). Wenningside Farm was conveyed to our Grandfather Robert Cornthwaite on the 8 June 1937. Wenningside Farm was then conveyed to our Father Robert Crossfield Cornthwaite out of the late Robert Cornthwaite's estate on 26 October 2000. In the 26 October 2000 Conveyance, there was no reference to the transfer of common rights. Wenningside Farm was transferred to us from our late Father Robert Crossfield Cornthwaite's estate on the 19 January 2017. Again, there was no reference to any common rights being transferred with Wenningside Farm. A copy of these documents are attached at "ST5".

8. We have no evidence as to the transfer of land shown edged green on the attached plan marked "ST2".
9. The deeds were silent in relation to the transfer of Common Rights with the historic transfers of ownership of the Dominant Land. We believe this is because the Common Rights were not transferred with the land to which they were attached within the historic transfers of ownership and we believe the Common Rights were severed from the Dominant Land and are now held in gross as a result of the same. The earliest this severance of the Commons Rights may have taken place in accordance with the deeds and documents we have access to, could be 8 June 1982 when the Norber land was transferred to our Aunt Anne Margaret Mason.
10. The other reason why we believe the Common Rights have been severed from the Dominant Land and now all held in gross is because we have had the benefit and use of the same since Wenningside Farm was transferred to us from our late Father's estate on the 19 January 2017. From our knowledge, our Father had also always used the Common Rights in full whilst he farmed at and owned Wenningside Farm.
11. In that regard, we believe that the Common Rights were severed from the Dominant Land in accordance with the various historic transfers of land without any of the Common Rights and because we have exercised all the Common Rights in full at least since our ownership of Wenningside Farm and to our knowledge our late Father did so prior to this as well. Thus we believe that all the Common Rights are now held in gross and should be registered as such.

And we make this statement believing that the facts and matters contained in this statement are true.

Signed ...

Pauline Hird

Dated 11th April 2025

Signed ...

Yvonne Gibson

Dated 11th April 2025.

Register of

COMMON LAND

See Overleaf
for Notes

LAND SECTION—Sheet No. 1

| No. and date of entry | Description of the land, reference to the register map, registration particulars etc. |
|---|---|
| 1 28th June, 1968 (See entry No. 2 below) & No. 3 below) | The piece of land part of Burn Moor (Clapham Portion) in the Parish of Clapham-Cum-Newby in the Rural District of Settle in the West Riding of the County of York, as marked with a green verge line inside the boundary on sheet 80 of the register map and distinguished by the number of this register unit. Registered in consequence of application No. 649 (rights) made 17th May, 1968 by William Townley, Newby Cote, Clapham, Via Lancaster (Registration provisional) |
| 2 26th February 1972 | The registration at entry No. 1 above, being undisputed, became final on 1st October, 1970. |
| 3 16th February 1973 | The area of land in Entry No. 1 above is 55.671 hectares. |

ST-1

| No. and date of note | Notes | No. and date of note | Notes |
|----------------------------|--|-------------------------|-------|
| 1 17/12/69 | | | |
| 2 9th December, 1969 | The application of Amblers Association 124 Finsbury Road, London, N.4.3 No 2149 made 8th December, 1969 is noted in respect of the registration at entry number 1. | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RIDING COUNTY COUNCIL

Register unit No. C.L. 270

Edition No. 1

Register of

COMMON LAND

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, 1968 (See entry No. 25 below) | 649 17th May, 1968 | William Townley, Navy Gate, Clapham, Via Lancaster Owner | To graze 3 sheep with followers from 1st April to 15th August, and 3 ewes or 3 hogs from 16th August to 31st October and from 1st December to 31st March in any year to a limit of 3 sheep gaita over the whole of the land comprised in this register unit and in register unit C.L. 209 (Registration provisional) | Gifforde Farm, Clapham Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| | | (See entry No. 25 below) | | |
| 2 28th June, 1968 (See entry No. 25 below) | 653 17th May, 1968 | Robert Cornthwaite, Wenning Side, Clapham Via Lancaster Owner | To graze 40 sheep to a limit of 40 sheep gaita, over the whole of the land comprised in this register unit, and in register unit C.L. 209 (Registration provisional) | Wenning Side, Clapham, Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| | | (See entry No. 25 below) | | |
| 3 22nd August 1968 | 696 27th May 1968 | James Thomas Garth Birk Knott, Keasden, Clapham, Via. Lancaster Owner | To graze: (a) 120 sheep or (b) 150 Wool Sheep or (c) 30 Cows or (d) 20 horses being 30 sheep gaita over the whole of the land comprised in this register unit and in Register unit C.L. 209 | Birk Knott and Green Hill, Keasden, Clapham, Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| | | (See entry No. 25 below) | | |

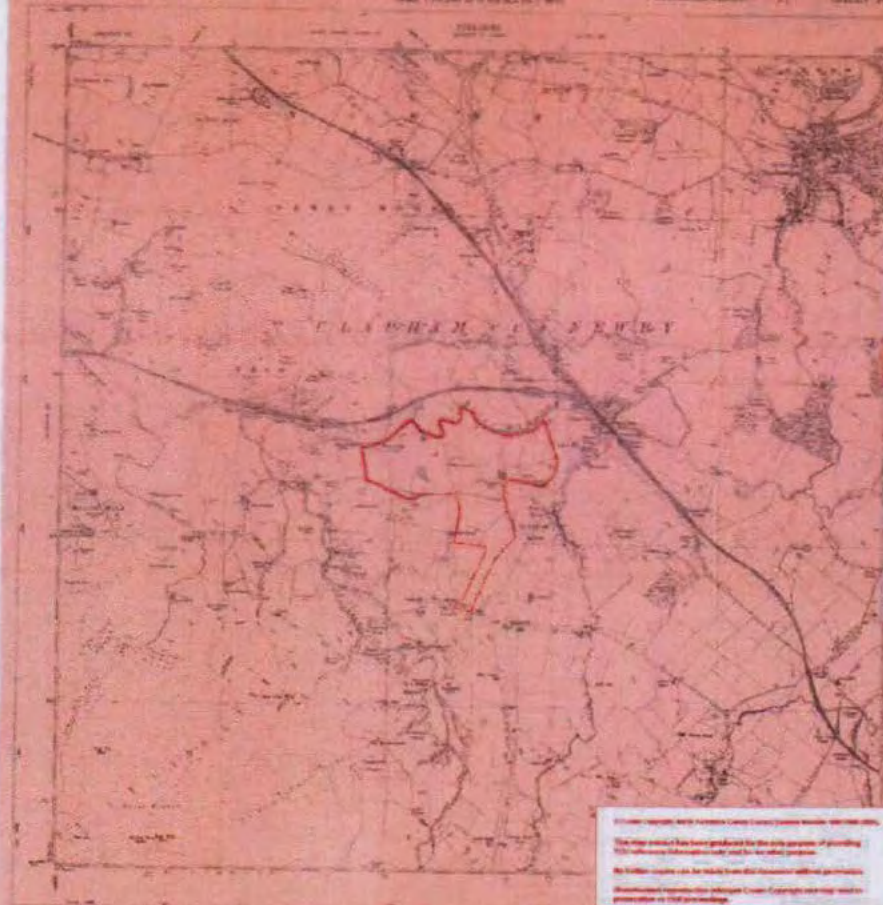
Supplemental Map CL270 Right Entry 2

SHEET 50 N NW

ORDNANCE SURVEY
Scale 1:10,000 or 1 inch to 1 mile

Revised Edition 12

SHEET 50 E NE



This map is a reproduction of the original map and is not a substitute for the original map. It is intended for use as a reference only and should not be used for any other purpose. The map is a reproduction of the original map and is not a substitute for the original map. It is intended for use as a reference only and should not be used for any other purpose.



COMMONS REGISTRATION ACT 1965

NOTE: This section contains the registration of the land comprised in this register unit.

Registration authority

WEST RIDING COUNTY COUNCIL.

Register unit No. G.L. 209.

Edition No. 1.

Register of COMMON LAND.

See Overleaf
for Notes

LAND SECTION—Sheet No. 1

| No. and date of entry | Description of the land, references to the register map, registration particulars etc. |
|--------------------------|---|
| 1. 28th June, 1968 | <p>The piece of land containing 1310.2 acres or thereabouts known as Clapham Common, Clapham Cum Newby, in the Rural District of Settle, in the West Riding of the County of York, as marked with a green verge line inside the boundary on sheets 80 and 114 of the register map and distinguished by the number of this register unit. Registered in consequence of application No. 209 (rights) made 26th April, 1965 by Kenneth Schmezer, Turner Ford, Clapham, Lancaster. *See Entry No. 2 below</p> <p>(Interim status—provisional)</p> |
| 2 12th July, 1985 | <p>In pursuance of Section 5(2) of the Commons Registration Act 1965 in accordance with a Notice of Final Disposal of Disputed Registration dated 6th July, 1985, made by A. A. Baden Fuller, Commons Commissioner the registration at Entry No. 1 above became FINAL on the 1st July, 1985 with the following modification that there be inserted after the words "and distinguished by the number of this register unit" the following words: "except the house formerly being Keasden School and the buildings and enclosed garden in 1958 held with the house", Refs. 268/D/W30-435</p> |

| No. and date of note | Notes | No. and date of note | Notes |
|----------------------------|---|-------------------------|--|
| | | 2 18th June, 1969 | The objection No. 20 of Frank Haining Johnston and of 31 School Road, Thornton, Blackpool. Kathleen Johnston made the 31st March, 1967 is noted in respect of the registration entry No. 1 in this section. See Entry No. 1 overleaf |
| 3 9th December, 1969 | The application of Ramblers Association 124 Finchley Road, London, N.W.3 No. 2149 made 8th December, 1969 is noted in respect of the registration at entry number 1. (See note 5 below) | 4 1973 | The objection No. 32 of Dr. J.A. Ferris of Ingleborough Estate offices, Wharfedale, via Lancaster, is noted in respect of registration entry No. 1 in this section. See Entry No. 2 overleaf |
| 5 27th June 1973 | The application No. 2149 of the Ramblers Association noted at note 3 above is withdrawn in respect of the land contained in Objection No. 20. | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RIDING COUNTY COUNCIL.

Register unit No. G.L.209.

Edition No. 1.

Register of COMMON LAND.

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, 1968 | 544 26th April, 1968 | Kenneth Horner. Turner Ford, Clapham, Lancaster. (Tenant) | To graze:- (A) 76 sheep with followers (b) 95 wool sheep or (c) 19 cows or (d) 12½ horses to a limit of 19 sheep gails over the whole of the land comprised in this register unit. (Registration provisional) | Turner Ford, Clapham, Vis. Lancaster as shown edged red on the supplemental map bearing the number of this registration. |
| 2 23th June 1968 | 576 3rd May 1968 | William George Wallbank, Bantree Farm, Clapham, vis Lancaster Owner | To graze:- (a) 144 sheep with followers, or (b) 180 wool sheep, or (c) 9 head of cattle, or (d) 6 horses, to a limit of 36 sheep gails over the whole of the land comprised in this register unit. (Registration provisional) | Bantree and Moss House, Clapham, vis Lancaster, as shown edged red on the supplemental map bearing the number of this registration. |

(See en.
No. 37

| No. and date of note | Notes | No. and date of note | Notes |
|-------------------------|---|-------------------------|-------|
| 1 18th June, 1967 | Every objection to the registration whether as Common land or as a town or village green, of any land comprised in this register unit has effect as an objection to any registration whenever made under Section 4 of the Commons Registration Act 1965 or any rights over that land, whether that registration appears in this register or in the Register of Town or Village Greens. If any of the land is also registered as a Town or Village Green a note to that effect will appear in each section of this register unit. | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RIDING COUNTY COUNCIL

Register unit No. C.L. 209

Edition No. 1

Register of

COMMON LAND

RIGHTS SECTION—Sheet No. 2

See Overleaf
for Notes

| 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 |
|-----------------------------------|-------------------------------------|--|---|--|
| 3 28th June 1968 | 610 9th May 1968 | Henry Snow Price and William Price, Long Bank Farm, Clapham, Via Lan- caster Owner | To graze 4 sheep with followers, or 5 wool sheep or 1 cow, or $\frac{1}{2}$ horse, to a limit of 1 sheep gait each sheep gait giving the right to graze 4 sheep with followers, or 5 wool sheep or 1 cow, and each 1 $\frac{1}{2}$ sheep gaits giving the right to graze 1 horse, over the whole of the land comprised in this register unit. (Registration provisional) | Long Bank, Clapham, via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| (See entry No. 37 in Unit 209) | | | | |
| 4 28th June, 1968 | 649 17th May, 1968 | William Townley Newby Cote, Clapham, Via Lancaster Owner NOT KNOWN AT GIFFORDS BARN BUSINESS | To graze 3 sheep with followers from 1st April to 15th August, and 3 ewes or 3 hogs from 16th August to 31st October and from 1st December to 31st March in any year to a limit of 3 sheep gaits over the whole of the land comprised in this register unit and in register unit C.L. 270 (Registration provisional) | Giffords Farm, Clapham Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| (See entry 37 in Unit 209) | | | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RIDING COUNTY COUNCIL

Register unit No. C.L. 209

Edition No. 1

Register of
COMMON LAND

RIGHTS SECTION—Sheet No. 3

See Overleaf
For Notes

| 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 |
|-------------------------------|-------------------------------------|---|--|---|
| 5 | 653 | Robert Cornthwaite, | To graze 40 sheep to a limit of 40 sheep gails, | Wanning Side, Clapham, Via Lancaster, as shown edged |
| 28th June, | 17th May, | Wanning Side, Clapham, *1a | over the whole of the land comprised in this | red on the supplemental map bearing the number of this |
| 1968 | 1968 | Lancaster | register unit, and in register unit CL. 270 | registration |
| (See entry No. 37 below) | | Owner | (Registration provisional) | |
| 6 | 696 | James Thomas Girth | To graze— | High Knott and Green Hill, Rearden, Clapham, Via |
| 22nd August | 27th May, | Birk Knott, Rearden, Clapham, | (a) 120 Sheep or | Lancaster as shown edged red on the supplemental map |
| 1968 | 1968 | Via. Lancaster | (b) 150 Wool Sheep or | bearing the number of this registration |
| | | Owner | (c) 30 Cows or | |
| (See entry No. 37 below) | | | (d) 20 horses being 30 sheep gails over the whole | |
| | | | of the land comprised in this register unit | |
| | | | and in register unit C.L. 270 | |
| | | | (Registration provisional) | |
| | | | (See Entry No. 39 below) | |
| 7 | 725 | John Gutton, | To graze— | Tausings Farm, Clapham, Via. Lancaster, as shown edged |
| 30th September | 29th May, | Tausings Farm, Clapham, Via. | (a) 40 Cows with followers or | red on the supplemental map bearing the number of this |
| 1968. | 1968. | Lancaster. | (b) 30 Wool Sheep or | registration. |
| | | Owner | (c) 4 Cows or | |
| (See entry No. 37 below) | | THOMAS G. GUTTON ESQ., THE BUCKS, WEST BIRKKNOTT, CLAPHAM (SEE LIST OF ENTRIES) | (d) 30 horses to a limit of 4 sheep gails, the total | |
| | | | is closed from 1st November to 1st December | |
| | | | in each year, over the whole of the land comprised | |
| | | | in this register unit and register unit C.L. 270. | |
| | | | (Registration provisional) | |

ENTRY NO. 8/209

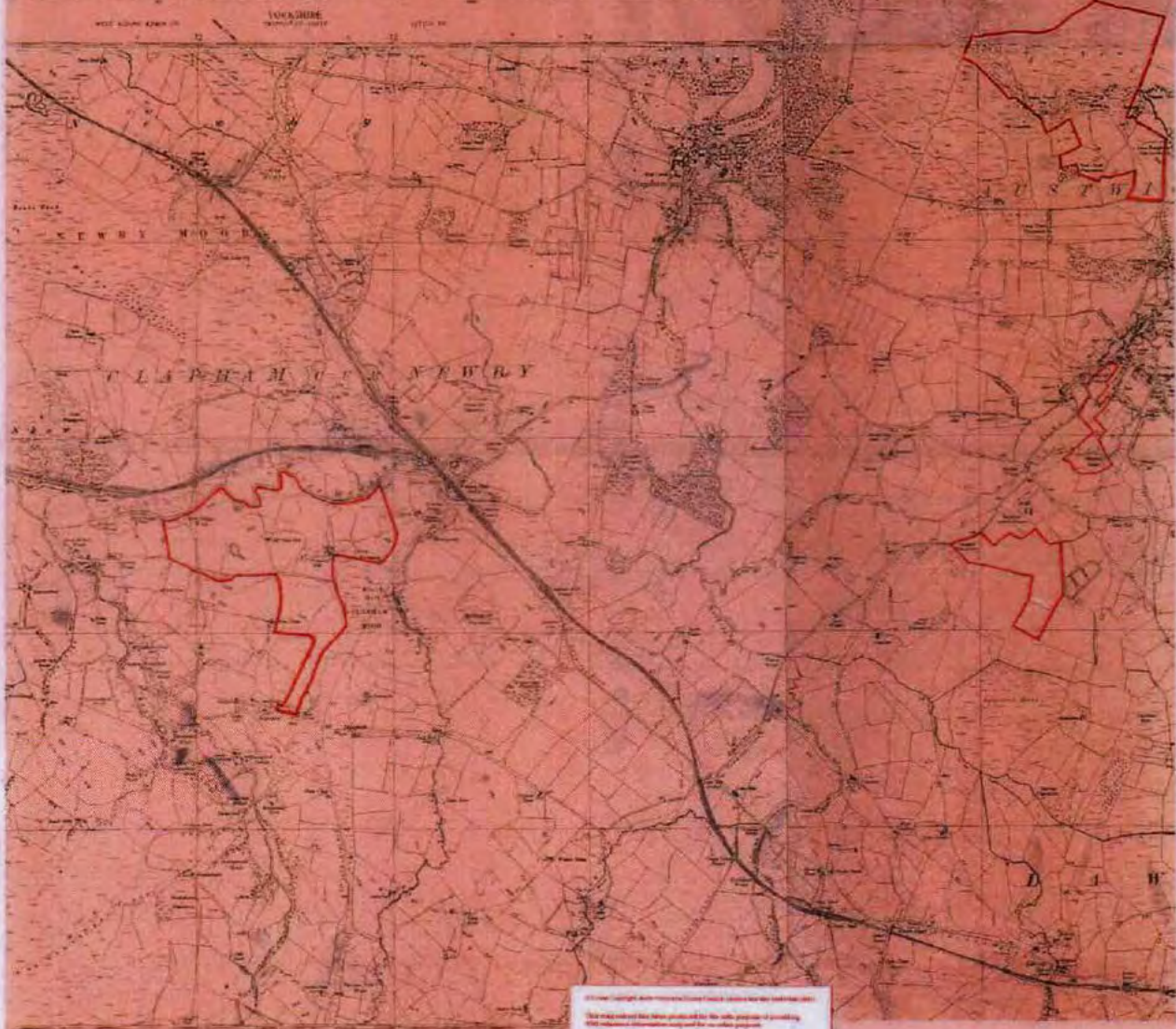
NORTH HAVES

Supplemental Map CL209 Right Entry 5

ORDNANCE SURVEY
Scale 1:100,000 or 6 inches to 1 mile

Provisional Edition

SHEET SD



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Change Information

Information about the map is available on the internet at www.ordnancesurvey.co.uk. The map is published by the Ordnance Survey, which is the official source of the information contained herein.

Map Information

Information about the map is available on the internet at www.ordnancesurvey.co.uk. The map is published by the Ordnance Survey, which is the official source of the information contained herein.

SHEET SD

ST 2





THIS DEED OF GIFT is made the Eighth 2007
day of June One thousand nine hundred and eighty two
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick in North Yorkshire
(hereinafter called "the Grantor") of the one part and ANNE MARGARET
MASON of Greenlands Farm Tewit Field Carnforth in the County of Lancashire
the Daughter of the Grantor (hereinafter called "the Donee") of the other
part

WHEREAS :-

- (1) By a Conveyance (hereinafter called "the Conveyance") dated the
Eleventh day of May One thousand nine hundred and forty six made between
Richard Turner and Thomas Parker of the first part the said Thomas Parker of
the second part and the Grantor of the third part the property hereinafter
described was charged together with adjoining land with a perpetual
yearly rentcharge of Thirty Six Pounds Thirty Pence to Austwick Church
- (2) The Grantor is the estate owner in respect of the fee simple
absolute in possession of (inter alia) the property hereinafter
described subject to the said rentcharge and to the rights hereinafter
mentioned but otherwise free from incumbrances
- (3) The Grantor is desirous of conveying the said property to the
Donee by way of gift exonerated from the entirety of the said rentcharge
of Thirty Six Pounds Thirty Pence.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the Donee
the Grantor hereby conveys unto the Donee ALL THAT close piece or
parcel of land situate at Austwick in North Yorkshire being Field Number
626 on the Ordnance Survey Map (1909 Edition) and containing in the whole
Seven and decimal point eight three nought acres or thereabouts but
excluding the barn situate adjoining the said close piece or parcel of
land All Which said property is by way of identification only and not
of warranty delineated on the map or plan annexed hereto and thereon edged
red TOGETHER WITH a right of way at all times and for all purposes for
the Donee and her successors in title over and along the track or roadway
the approximate position of which is indicated by a green dotted line
on the said plan EXCEPTING AND RESERVING unto the Grantor and her
successors in title a right of way at all times and for all purposes through
the property hereby conveyed or transferred to and from the adjoining
property retained by the Grantor TO HOLD the same unto the Donee in
fee simple discharged and exonerated from the entirety of the said rentcharge
of Thirty Six Pounds Thirty Pence to Austwick Church but SUBJECT to the
rights of the Lord or Lords Lady Or Ladies for the time being of the Manors
of Austwick and Lawkland with Feizor to the mines and minerals and the other
rights preserved by the 12th Schedule to the Law of Property Act 1922

2. The entirety of the said rentcharge shall be charged exclusively on the land comprised in the Conveyance and not hereby conveyed but retained by the Grantor in exoneration of the land hereby conveyed

3. The like covenants shall be implied herein under paragraph (B) of subsection (1) of Section 77 of the Law of Property Act 1925 as if this were a Conveyance or Gift subject to a part of the said yearly rentcharge apportioned by this deed in respect of the land conveyed but so that the covenant so implied on the part of the Donee shall not include any covenant for payment of any part of the said rentcharge and so that the covenant on the part of the Grantor shall be modified as provided by paragraph (f1) of subsection (2) of Section 77 of the said Act

4. (1) The Grantor hereby charges the residue of the property comprised in the Conveyance and not hereby conveyed with the payment of all sums of money which may become payable under the covenant on her part implied by the last foregoing clause

(2) The Donee hereby charges the property hereby conveyed or transferred with the payment of all sums of money which may become payable under the covenant on her part so implied herein as aforesaid.

5. The Grantor hereby acknowledges the right of the Donee to the production of the Conveyance and to delivery of copies thereof and undertakes with the Donee for the safe custody of the same

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds TWENTY FIVE THOUSAND POUNDS

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

SIGNED SEALED AND DELIVERED
by the said Ethel Corninwaite
in the presence of:-

Clerk to Doris M. Jordan
Solicitor General

SIGNED SEALED AND DELIVERED
by the said Anne Margaret
Mason in the presence of:-

Anne R. Mason
Greenlands.
Twickenham
Cambridge.

Anne E. Mason
Cambridge House
Ashmeads Road
Avenue Cambridge
Cambridge

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1926

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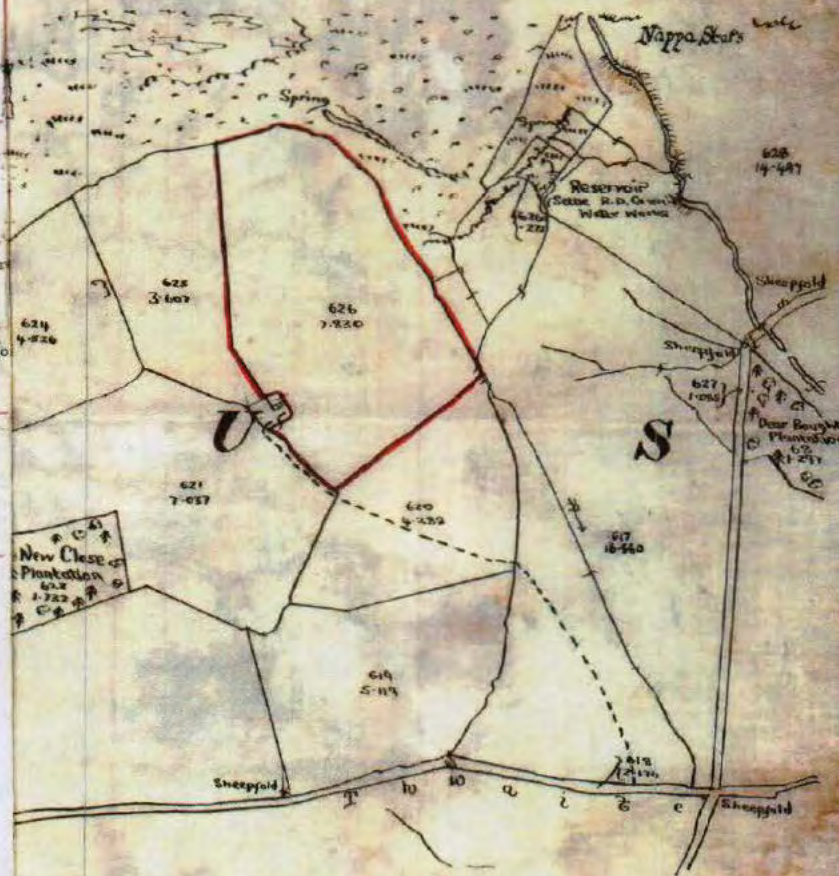
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MRS. E. CORNTHWAITE

- to -

MRS. A.M. MASON

DEED OF GIFT

of

Land at Austwick in North Yorkshire

DEREK M. JORDAN

SELLER

I certify this to be a true copy of the
original document seen by me
Napthens LLP, Bridge Mills
Stramington, Cambs. LA9 4BD

11

THIS DEED OF GIFT is made the first
day of December One thousand nine hundred and eighty six
BETWEEN ETHEL CORNTHWAITE of The Folds Austwick in North
Yorkshire (hereinafter called "the Grantor") of the one part and
ANN MARGARET MASON of Greenlands Farm Tewit Field Carnforth in
Lancashire (hereinafter called "the Donee") the Daughter of the
Grantor of the other part _____

WHEREAS :-

- (1) By a Conveyance (hereinafter called "the Conveyance") dated the Eleventh day of May One thousand nine hundred and forty six made between Richard Turner and Thomas Parker of the first part the said Thomas Parker of the second part and the Grantor of the third part the property hereinafter described was charged together with adjoining land with a perpetual yearly rent charge of Thirty six pounds and thirty pence to Austwick Church _____
- (2) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described subject to the said rent charge and to the rights hereinafter mentioned but otherwise free from incumbrances _____
- (3) The Grantor is desirous of conveying the said property to the Donee by way of gift _____

NOW THIS DEED WITNESSETH that in consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT the property described in the Schedule hereto TOGETHER WITH the right of way excepted and reserved to the Grantor in a Deed of Gift dated the Eighth day of June One thousand nine hundred and eighty two and made between The Grantor and the Donee TO HOLD unto the Donee for an estate in fee simple Subject to the Lord or Lords Lady or Ladies for the time being of the Manors of Austwick and Lawkland with Feizor to the mines and minerals and the other rights preserved by the 12th Schedule to the Law of Property Act 1922 and Subject also to the

said rent charge and subject also to the Covenant contained in the Conveyance _____

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

The Schedule hereinbefore referred to

ALL THOSE closes pieces or parcels of land situate at Austwick in North Yorkshire formerly forming part of Bridge End Farm and containing in the whole One hundred and thirty six decimal eight one two acres or thereabouts as the same are more particularly described hereunder and are delineated for the purpose of identification only and not by way of limitation or enlargement on the plan annexed hereto and thereon edged and hatched red
TOGETHER WITH one dale on Austwick Moss _____

| <u>Ordinance No.</u> <u>(1909 Edition)</u> | <u>Description</u> | <u>Area - Acres</u> |
|---|-------------------------|---------------------|
| - | Norber | 105.000 |
| 621 | Norber Meadow | 7.037 |
| 625 | Norber Pasture | 3.607 |
| 620 | New Close Meadow | 4.288 |
| 617 | Thwaite (or Nappa Scar) | 16.880 |
| | | <u>136.812</u> |

SIGNED SEALED AND DELIVERED)
by the said Ethel Cornthwaite)
in the presence of:-)

*Leigh Cottage
Austwick*

Housewife
SIGNED SEALED AND DELIVERED)
by the said Anne Margaret)
Mason in the presence of:-)

*Cringleber Farm
Melling
Carnforth
Lancashire
Farmer*

DATED 1st December 1986

MRS. E. CORNTHWAITE

to

MRS. A.M. MASON

DEED OF GIFT

of

Land situate at Austwick
in North Yorkshire formerly
forming part of Bridge End
Farm.

DEREK M. JORDAN,
SETTLE.

I certify this to be a true copy of the
original document seen by me
Napthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

ST4

PRESENTED

2 JUL 1983
27436

THIS DEED OF GIFT is made the FJK day of July One thousand nine hundred and eighty three
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick
Yorkshire (hereinafter called "the Grantor") of the one part
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the Son of the Grantor of
the other part



WHEREAS:-

(1) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described subject only as hereinafter mentioned but otherwise free from incumbrances

(2) The Grantor is desirous of conveying the said property to the Donee by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT piece or parcel of land situate at Austwick in North Yorkshire being Ordnance Survey Field Number 259 on the Ordnance Survey Map and containing according thereto 4.331 acres or thereabouts All which property is for identification purposes only delineated and edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three made between Gorman Robinson of the one part and Robert Cornthwaite and the Grantor of the other part TO HOLD the same unto the Donee in fee simple SUBJECT TO such part or parts of the property hereinbefore described as is or are liable thereto to the payment of the annual sum of Thirty six pounds Thirty pence (formerly Thirty six pounds six shillings) to Austwick Church or any part thereof

2. The Grantor hereby acknowledges the right of the Donee to

production and delivery of copies of the said Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and hereby undertakes with the Donee for the safe custody of the same _____

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds TWENTY FIVE THOUSAND POUNDS _____

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

SIGNED SEALED AND DELIVERED }
by the said Ethel }
Cornthwaite in the }
presence of:- }
[REDACTED]

Leigh bottage
Austwick
Housewife

SIGNED SEALED AND DELIVERED }
by the said Joseph Michael }
Cornthwaite in the }
presence of:- }
[REDACTED]

Leigh bottage
Austwick
Housewife



MRS. E. CORNWHAITE

- to -

MR. J.M. CORNWHAITE

DEED OF GIFT

of

Land situate at Austwick
in North Yorkshire.

DEREK W. JORDAN
SETTLE.

I certify this to be a true copy of the
original document seen by me
Napthens LLP, Bridge Mills
Strameggale, Kendal, LA9 4BD

THIS DEED OF GIFT was made the Twenty ninth
day of May One thousand nine hundred and eighty four BETWEEN
ETHEL CORNTHWAITE of The Fold Austwick in North Yorkshire (hereinafter called "the Grantor") of the one part and JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid (hereinafter called "the Donee") the Son of the Grantor of the other part

WHEREAS :-

(1) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described subject only as hereinafter mentioned but otherwise free from incumbrances

(2) The Grantor is desirous of conveying the said property to the Donee by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT piece or parcel of land situate at Austwick aforesaid being Ordnance Survey Field Number 273 and containing according thereto three point nine nine three acres or thereabouts All Which property is for identification purposes only delineated and edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Grantor of the other part TO HOLD the same unto the Donee in fee simple SUBJECT TO such part or parts of the property hereinbefore described as is or are liable to the payment of the annual sum of Thirty six pounds thirty pence (formerly thirty six pounds six shillings) to Austwick Church or any part thereof

2. The Grantor hereby acknowledges the right of the Donee to production and delivery of copies of the said Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and hereby undertakes with the Donee for the safe custody of the same

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of

of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds THIRTY THOUSAND POUNDS

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

SIGNED SEALED AND DELIVERED)
by the said Ethel)
Cornthwaite in the presence)
of:-

W Name

I

T Address

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S

S Occupation DAIRYMAN.

SIGNED SEALED AND DELIVERED)
by the said Joseph Michael)
Cornthwaite in the presence)
of:-

W Name

I

T Address

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S Occupation DAIRYMAN.



I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramengate, Kendal, LA9 4BD

20th M 1981
MRS. E. CORNTHWAITE

- to -

MR. J.M. CORNTHWAITE

DEED OF GIFT

of

Land at Austwick in North
Yorkshire

DEREK M. JORDAN
SETTLE

THIS DEED OF GIFT is made the Sixteenth
day of July One thousand nine hundred and eighty five
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick in North
Yorkshire (hereinafter called "the Grantor") of the one part and
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the Son of the Grantor of the
other part

WHEREAS:-

(1) The Grantor is and estate owner in respect of the fee simple
absolute in possession of, inter alia, the property hereinafter
described subject only as hereinafter mentioned but otherwise
free from incumbrances

(2) The Grantor is desirous of conveying the said property to
the Donee by way of gift

NOW THIS DEED OF GIFT is made as follows:-

1. In consideration of her natural love and affection for the
Donee the Grantor hereby conveys unto the Donee ALL THAT piece
or parcel of land situate at Austwick aforesaid being Ordnance
Survey Field Number 306 and containing according thereto 5.242
acres or thereabouts All which property is for identification
purposes only delineated and edged red on the map or plan annexed
hereto and is part of the property comprised in a Conveyance
dated the Fifteenth day of November One thousand nine hundred and
sixty three made between Norman Robinson of the one part and
Robert Cornthwaite and the Grantor of the other part TO HOLD the
same unto the Donee in fee simple

2. The Grantor hereby acknowledges the right of the Donee to
production and delivery of copies of the said Conveyance dated
the Fifteenth day of November One thousand nine hundred and sixty
three and hereby undertakes with the Donee for the safe custody
of the same

IN WITNESS whereof the parties hereto have hereunto set

their hands and seals the day and year first before written:-

SIGNED SEALED AND DELIVERED

by the said Ethel
Cornthwaite in the presence
of:-

W Name

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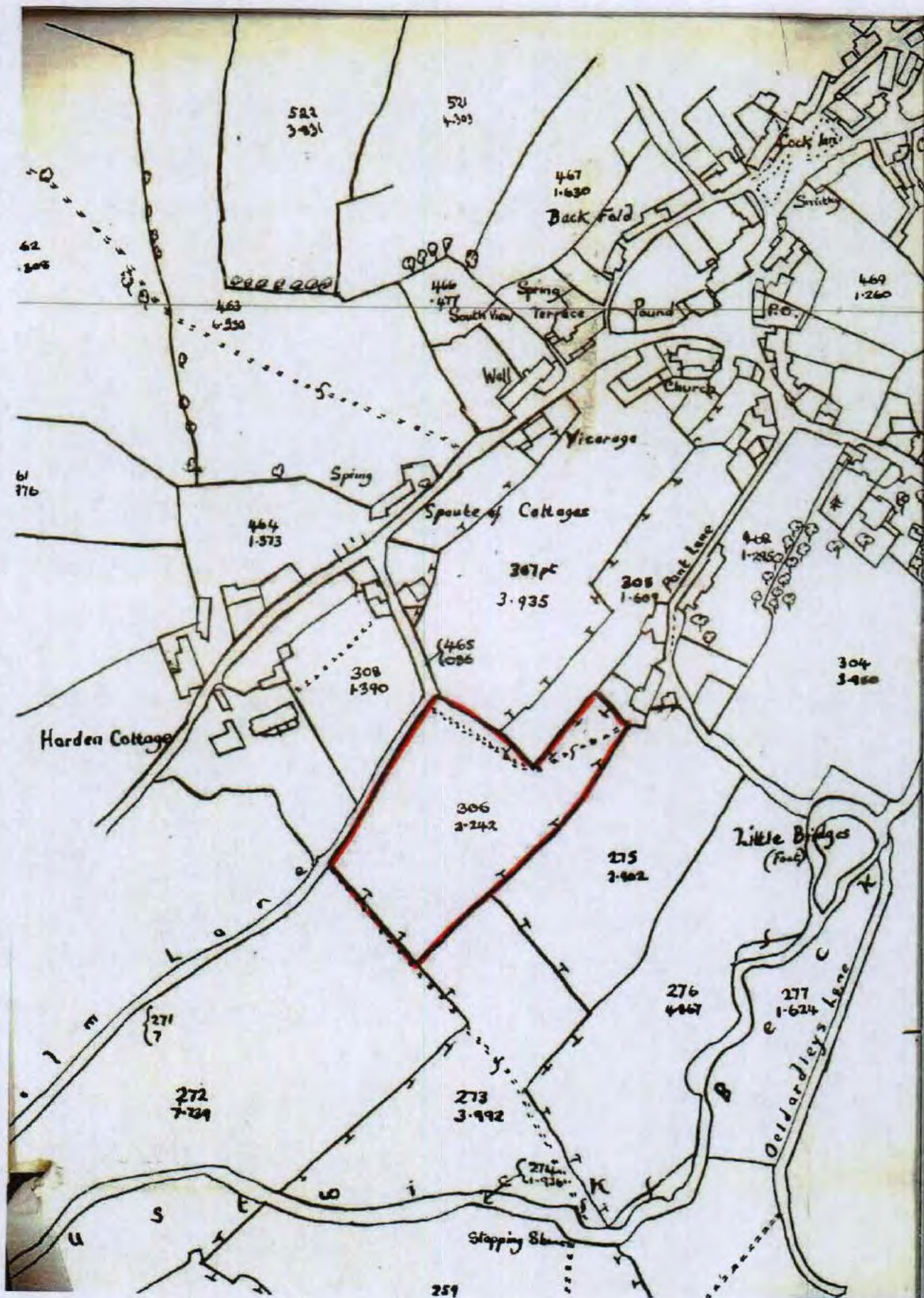
County

of

England

of:-

W Name



DATED 16 July 1985

MRS. E. CORNTHWAITE

to

MR. J.M. CORNTHWAITE

DEED OF GIFT

of

a piece or parcel of land
situate at Austwick in
North Yorkshire.

DEREK M. JORDAN,
SETTLE.

THIS DEED OF GIFT is made the Five
day of December One thousand nine hundred and eighty six
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick North
Yorkshire (hereinafter called "the Grantor") of the one part and
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the son of the Grantor of the
other part _____

WHEREAS:-

- (1) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described free from incumbrances _____
- (2) The Grantor is desirous of conveying the said property to the Donee by way of gift _____

NOW THIS DEED WITNESSETH that in consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT cottage situate and known as The Fold Austwick aforesaid TOGETHER WITH part of that piece or parcel of land at Austwick aforesaid being Ordnance Survey Field Number 307 and containing according thereto three point nine three five acres or thereabouts ALL WHICH property is for the purpose of identification only edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Grantor of the other part TO HOLD the same unto the Donee in fee simple _____

IN WITNESS whereof the parties hereto have hereunto set their respective hand and seals this day and year first
hereinbefore written:-

SIGNED SEALED AND DELIVERED)
by the said Ethel Cornthwaite)
in the presence of:-)

WITNESSES
1. _____
2. _____

Leigh Cottage, Austwick

I certify this to be a true copy of the original document seen by me
Napthens LLP, Bridge Mills
Stramington, Kendal, LA3 4BD

SIGNED SEALED AND DELIVERED)
by the said Joseph Michael)
Cornthwaite in the presence)
of:-)

W Name

T Address *High Cottage*

N

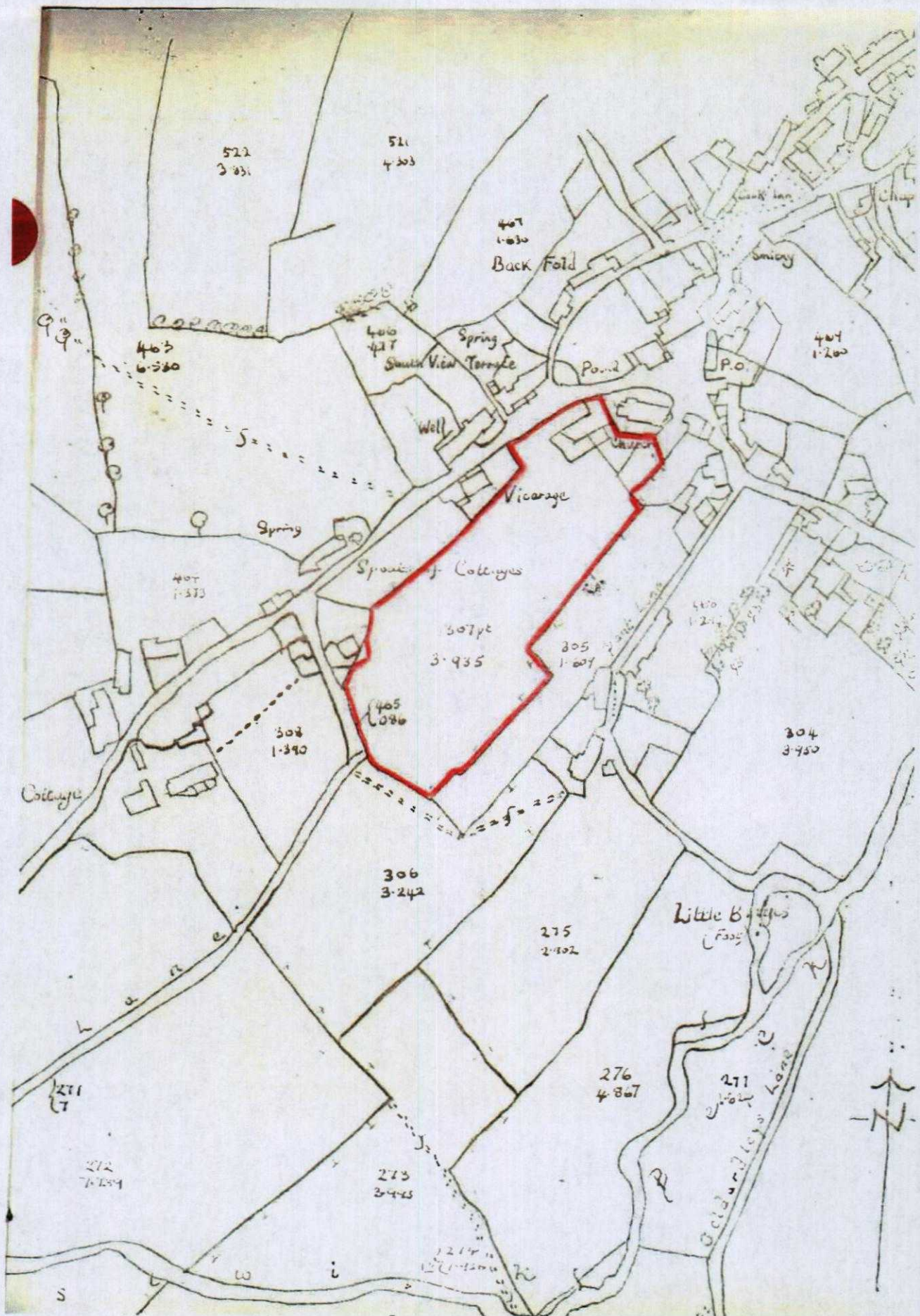
E

Austwick

S

S Occupation *Housewife*

Coit



DATED 1st December 1986

MRS.E. CORNTHWAITE

to

MR.J.M. CORNTHWAITE

DEED OF GIFT

of

Land and
a cottage known as The Fold,
Austwick in North Yorkshire.

DEREK M. JORDAN,
SETTLE.

Dated this

9th day of

July

2001

THE PERSONAL REPRESENTATIVES OF ETHEL CORNTHWAITE

- to -

JOSEPH MICHAEL CORNTHWAITE

ASSENT

relating to the river bed adjoining the land
known as The Fold, Austwick in North Yorkshire

I certify this to be a true copy of the
original document seen by me
Naphens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD



Derek M Jordan
Solicitor
Chapel Street
Settle
North Yorkshire

THIS ASSENT is made the *Ninth* day of *July* Two thousand and one **BETWEEN ROBERT CROSSFIELD CORNTHWAITE** of Wenning Side Clapham in North Yorkshire and **ANNE MARGARET MASON** of 2 Borwick Court Borwick Carnforth in Lancashire and **HERBERT DAVID CORNTHWAITE** of The Lodge Bolton-by-Bowland Clitheroe in Lancashire and **JOSEPH MICHAEL CORNTHWAITE** of The Fold Austwick in North Yorkshire (hereinafter called "the Executors") of the one part and the said **JOSEPH MICHAEL CORNTHWAITE** of the other part

WHEREAS Ethel Cornthwaite (hereinafter called "the Testatrix") late of The Fold Austwick aforesaid died on the Eighteenth day of April Two thousand having by her Will dated the First day of December One thousand nine hundred and eighty one appointed the Executors to be the executors thereof who proved the said Will in the District Probate Registry at Leeds on the Twelfth day of February Two thousand and one

NOW the Executors as Personal Representatives of the Testatrix hereby assent to the vesting in the said **JOSEPH MICHAEL CORNTHWAITE** of **ALL THAT** the property more particularly described in the Schedule hereto for an estate in fee simple and the Executors hereby acknowledge the right of the said Joseph Michael Cornthwaite to production and delivery of copies of the said Grant of Probate of the Will of the Testatrix

IN WITNESS the hands of the parties hereto the day and year first before written

THE SCHEDULE above referred to

ALL THAT river bed adjoining the land known as The Fold situate at Austwick

aforesaid being Ordnance Survey field number 274 and containing according thereto 1.936 acres **ALL WHICH** property is for identification purposes only delineated and edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Testatrix of the other part

SIGNED by the said
ROBERT CROSSFIELD CORNTHWAITE
in the presence of:-

BRIDGET VICKERS
CLAPHAM WOODS FARMHOUSE,
KEASDEN,
CLAPHAM,
N. YORKSHIRE. LA28ET
SELF-EMPLOYED. HUMAN RESOURCES MGR.

SIGNED by the said
ANNE MARGARET MASON
in the presence of:-

4 Bowrick Court
Bowrick, Camforth LA6 0X
Farmer

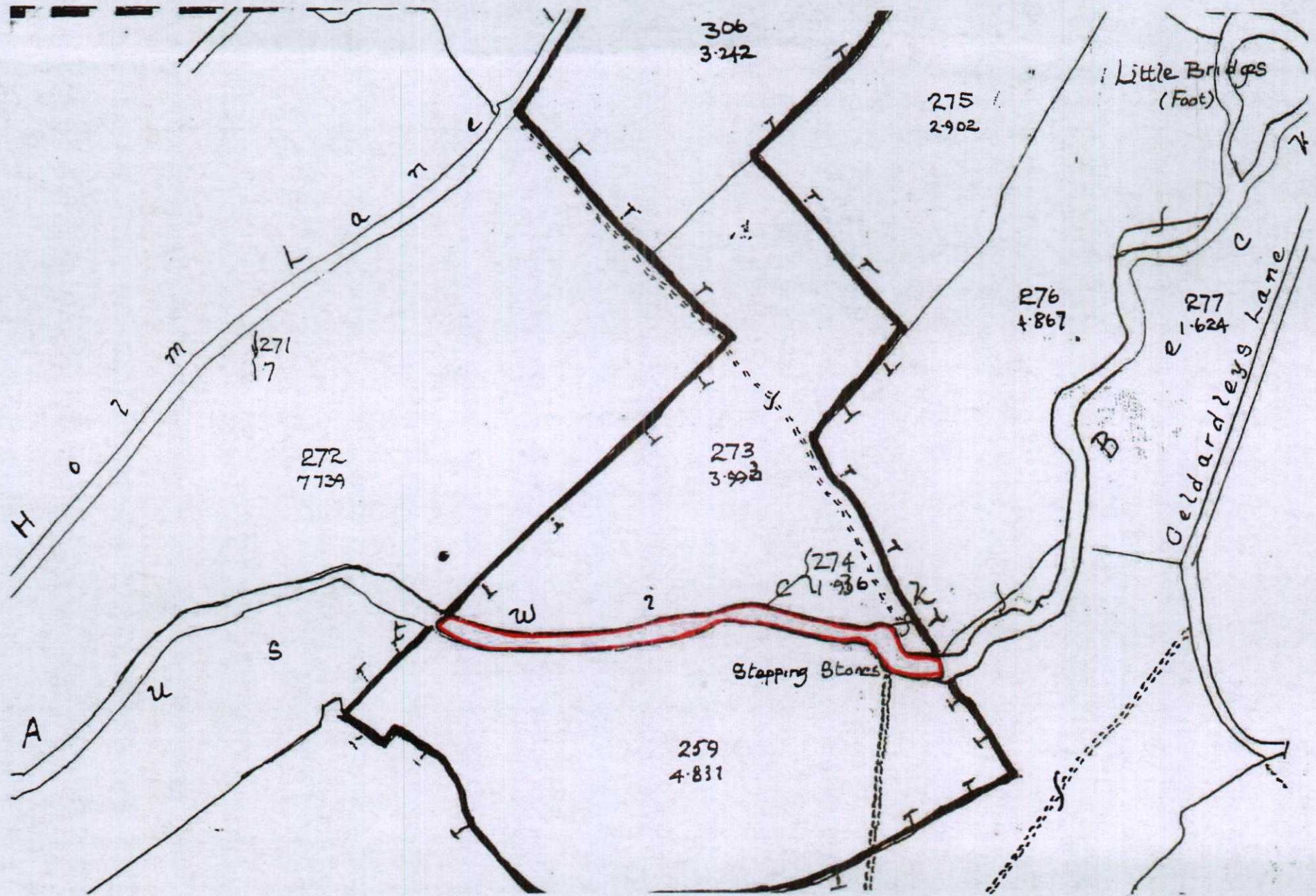
SIGNED by the said
HERBERT DAVID CORNTHWAITE
in the presence of:-

Bolton by Bawland
Post office
BB7 4NW
Postmistress.

SIGNED by the said
JOSEPH MICHAEL CORNTHWAITE
in the presence of:-

BRIDGET VICKERS
CLAPHAM WOODS FARMHOUSE,
KEASDEN,
CLAPHAM,
N. YORKSHIRE LA28ET.
SELF-EMPLOYED. HUMAN RESOURCES MGR.

/s/assant/cornthwaite



515

DATED

8th

June

1937.

HENRY MANCKNOLS WALTON ESQUIRE

- to -

ROBERT CORNTHWAITE ESQUIRE

D E E D O F

C O N V E Y A N C E

A N D

A S S I G N M E N T

- of -

Wenningside and Wickworth Farms
situate in the Township of
Clapham-cum-Newby in the West
Riding of the County of York.

I certify this to be a true copy of the
original document seen by me
Napthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

E. H. Vant.
SETTLE.



This

DEED OF CONVEYANCE AND ASSIGNMENT is made the

Eighth day of June One thousand

nine hundred and thirty seven BETWEEN HENRY MANCKNOLS WALTON

of 81 Albert Street Southport in the County of Lancaster Company Director

(hereinafter called "the Vendor") of the one part and ROBERT CONNEMAN

of Newingside Clapham in the West Riding of the County of York Farmer

(hereinafter called "the Purchaser") of the other part WHEREAS

William Herbert Mancknols Walton late of 4 Park Avenue Southport afore-

said Brick and Tile Manufacturer (hereinafter called "the Intestate")

was at the date of his death seized of the freehold hereditaments and

premises hereinafter described in unincumbered fee simple in possession

Subject only in whole or in part to the rights (if any) of the Lords of

the Manors of Clapham and Newby to mines minerals and other rights which

were preserved by the Law of Property Act 1922 by reason of the said

hereditaments or some part or parts thereof having been before One

thousand nine hundred and twenty six customary freehold held of the said

Manors or of one of them and was possessed of the leasehold hereditaments

hereinafter described for all the residue of a certain term of Three

Hundred years or other the term of years created by a Lease dated the

Fifteenth day of July One thousand six hundred and forty two and made

between Henry Clark of the one part and John Gifford of the other part

AND WHEREAS by an Agreement dated the Twenty Fourth day of August One

thousand nine hundred and thirty three and made between Sidney James

Farrer (Lord of the Manor of Newby) of the one part and The Intestate of

the other part (hereinafter called "the Compensation Agreement") it was

in pursuance of the said Acts agreed that the compensation for the ex-

tinguishment of the Manorial Incidents saved by Part V of the said Act of

1922 should be the sum of Four Pounds Eighteen Shillings and Sixpence

And it was by the Compensation Agreement stated that the Steward's com-

penetration and all costs and expenses paid or incurred by the Lord and

recoverable from the Tenant in respect of such extinguishment as aforesaid

had been included in the said compensation money AND WHEREAS all rents

finer reliefs heriots and fees have been duly discharged and all the said

compensation money and interest (if any) thereon has been paid as appears

by a receipt under the hand of the said Lord dated the Twenty Fourth day

of August One thousand nine hundred and thirty three AND WHEREAS by an

Agreement dated the Twenty Fourth day of August One thousand nine hundred

and thirty three and made between the said Sidney James Farrer (Lord of

the Manor of Clapham) of the one part and The Intestate of the other part

(hereinafter called "the said Compensation Agreement") it was in pursuance of the said Acts agreed that the compensation for the extinguishment of the said Manorial Incidents saved by Part V of the said Act of 1922 should be Fourteen Pounds Twelve Shillings and Ninepence And it was by the said Compensation Agreement stated that the Steward's compensation and all costs and expenses paid or incurred by the Lord and recoverable from the Tenant in respect of such extinguishment as aforesaid had been included in the said compensation money AND WHEREAS all rents fines reliefs heriots and fees have been duly discharged and all the said compensation money and interest (if any) thereon has been paid as appears by a receipt under the hand of the said Lord dated the Twenty Fourth day of August One thousand nine hundred and thirty three AND WHEREAS the Intestate died on the Twenty Ninth day of January One thousand nine hundred and thirty six intestate and Letters of Administration of his estate were granted out of the Liverpool District Probate Registry on the Second day of April One thousand nine hundred and thirty six to the Vendor AND WHEREAS the Vendor has not given or made any Assent Conveyance or Assignment in respect of a legal estate in or affecting the said hereditaments and premises or any part thereof AND WHEREAS the Vendor as Personal Representative of the Intestate has agreed with the Purchaser for the sale to him of the said freehold hereditaments and premises for such estate as aforesaid and of the said leasehold property for all the residue unexpired of the said term at the price of Three Thousand Two Hundred and Fifty Pounds.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the sum of THREE THOUSAND TWO HUNDRED AND FIFTY POUNDS paid to the Vendor by the Purchaser (the receipt of which sum the Vendor hereby acknowledges) the Vendor as Personal Representative of the Intestate and in exercise of his Statutory power in that behalf and of all other powers him enabling hereby conveys unto the Purchaser ALL the hereditaments and premises particulars whereof are set out in the Schedule hereto TO HOLD the same unto the Purchaser in fee simple But Subject in whole or in part to rights of the Lord of the Manor of Kewby and the Lord of the Manor of Clapham reserved by the said Agreements dated the Twenty Fourth day of August One thousand nine hundred and thirty three and Also Subject to the right of the owner or occupier for the time being of the property known as Clapham Woods Farm at all times hereafter and for all purposes connected with the use and enjoyment of that farm to go pass and repass with or without horses carts carriages motor cars motor waggons or other vehicles and to drive cattle sheep and other animals over and along the road or lane running through

Wenningside Farm and connecting with the road or lane leading to the high road the owner or occupier of Clapham Woods Farm contributing a reasonable share of the expenses of keeping such first mentioned road or lane and the fences and gates thereof at all times hereafter in good repair and condition.

2. That for the consideration aforesaid the Vendor as Personal Representative of the Intestate and in exercise of his Statutory power in that behalf and of all other powers hereunto him enabling hereby assigns unto the Purchaser ALL THAT parcel of arable meadow and pasture ground called and commonly known by the name of Clapham Woods containing Twenty Three acres One rood and Four Perches or thereabouts situate in the Township of Clapham cum Newby aforesaid TO HOLD the same unto the Purchaser for the unexpired residue of the term created by the said Lease of the Nineteenth day of July One thousand six hundred and Forty two subject henceforth to the payment of the rent reserved and the performance and observance of the covenants on the Lessee's part and the conditions contained in the said Lease.

3. The Purchaser hereby covenants with the Vendor to keep the Vendor indemnified against all actions claims and demands whatsoever in respect of the rent and covenants contained in the said Lease or anything relating thereto.

4. The Vendor hereby acknowledges the right of the Purchaser to production of Probate of the Will of William Walton dated the First day of January One thousand nine hundred and seven and Letters of Administration of the estate of the Intestate dated the Second day of April One thousand nine hundred and thirty six and to delivery of copies thereof.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

THE SCHEDULE hereinbefore referred to.

FIRSTLY ALL THOSE several closes or parcels of land called or known as WENNINGSIDE FARM situate in the Township of Clapham cum Newby in the County of York and containing according to the Ordnance Survey of the District Ninety Six acres Two roods and Twenty Four perches but according to the Tithe Map Ninety Five acres Three roods and Twenty perches or thereabouts the particulars whereof are set out below:

| Description. | Number on Tithe plan. | | Area on Ordnance Survey. | |
|---------------|-----------------------|----------|--------------------------|----------|
| | | A. R. P. | | A. R. P. |
| Captain Field | 456 | 6 1 38 | 487A | 1 1 10 |
| Lane | 457 | 35 | | |
| Plantation | | | 389 | 1 2.29. |
| Farrocks | 484 | 3 0 51 | | 2 0 0 |

| Description. | Number on Tithe plan. | Area on Tithe plan. | | Number on Ordnance Survey. | Area on Ordnance Survey. | | |
|---------------------------|--------------------------|------------------------|-------|-------------------------------|-----------------------------|------|----|
| | | A. | R. P. | | A. | R. | P. |
| Rosamund | 486 | 4 | 3 36 | | | | |
| Horse Close | 500 | 8 | 1 10 | 343 | 16 | 1 38 | |
| Middle Field | 501 | 7 | 0 36 | 359 | 16 | 3 25 | |
| Cross Hill | 502 | 6 | 3 16 | | | | |
| High Parrock and Barn. | 503 | 1 | 0 36 | | | | |
| Lane | 504 | | 30 | | | | |
| Lane | 505 | | 1 38 | 394 | | 2 20 | |
| Kiln Hill | 506 | 5 | 3 4 | 395 | 6 | 0 31 | |
| Hard Hill Meadow | 507 | 2 | 2 26 | | | | |
| Little Flat | 508 | 5 | 1 12 | 393 | 7 | 3 29 | |
| Outbuildings and Yard | 509 | | 1 25 | 424 | | 1 24 | |
| Newfield | 511 | 3 | 3 17 | 426 pt | 17 | 1 12 | |
| Far Ends | 512 | 9 | 2 4 | 425 | | 2 33 | |
| Half of River | 513 | 1 | 2 8 | | | | |
| Croft House Meadow | 514 | 3 | 2 27 | | | | |
| Holme | 515 | 4 | 2 36 | 421 | 8 | 1 8 | |
| Great Flat | 516 | 14 | 1 2 | 420 | 14 | 0 13 | |
| Parrock | 517 | 2 | 0 33 | 419 | 2 | 0 18 | |
| Homestead Garden | 518 | | 1 32 | 396 | | 2 9 | |
| Orchard and Fold | | | | | | | |
| Swine Parrock | 519 | | 1 12 | | | | |

95 3 20

96 2 24

TOGETHER WITH the dwellinghouse, dairy, shippens, stable, barns, cart shed and other buildings thereon.

SECONDLY ALL THOSE several closes or parcels of land called or known as WICKWORTH PARK situate in the said Township and containing according to the Ordnance Survey of the District Twenty Three acres Three roods Twenty Seven perches but according to the Tithe Map Twenty Four acres and Thirty Seven perches or thereabouts the particulars whereof are set out below:

| Description. | Number on Tithe plan | Area on Tithe plan | | | Number on Ordnance Survey. | Area on Ordnance Survey. | | |
|---------------------|-------------------------|-----------------------|----|----|-------------------------------|-----------------------------|----|----|
| | | A. | R. | P. | | A. | R. | P. |
| | 520 | 2 | 0 | 20 | 397 | 2 | 0 | 22 |
| Half of River | 521 | 8 | 3 | 12 | 418 | 8 | 1 | 38 |
| Low Meadow | 522 | 5 | 0 | 16 | 417 | 5 | 0 | 8 |
| | 523 | 1 | 1 | 16 | 416 | 1 | 1 | 21 |
| Whitworth Hill | 524 | 6 | 1 | 25 | 398 | 6 | 2 | 28 |
| Homestead Garden | 525 | | | 32 | | | | |

| Description. | Number on | | Area on | | Number on | | Area on | |
|--------------|-------------|-------------|-------------|-------------|------------------|------------------|------------------|------------------|
| | Tithe plan. | Tithe plan. | Tithe plan. | Tithe plan. | Ordnance Survey. | Ordnance Survey. | Ordnance Survey. | Ordnance Survey. |
| And Fold | | | | | 399 | | | 30 |
| Parrock | 526 | | | 36 | | | | |
| | | | 24 | 0 37 | | | 23 | 3 27 |

TOGETHER WITH the dwellinghouse and shippon thereon ALL WHICH said

premises are now in the occupation of

SIGNED SEALED AND DELIVERED by the said

Henry Mansknols Walton in the presence of:-

Henry Mansknols Walton

John

John

SIGNED SEALED AND DELIVERED by the said

Robert Cornthwaite in the presence of:-

Mulling, Leake, Blapham

Farmers

Registered at the West Riding Registry of
Deeds at Wakefield the Twentyfourth of August 1937
at 10. 0 a.m. in Volume 123 Page 959
Number 546

Registrar

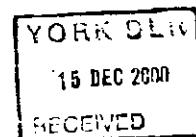
Dated this

26th

day of

October

2000



**ROBERT CROSSFIELD CORNTHWAITE
ANNA MARGARET MASON
HERBERT DAVID CORNTHWAITE
JOSEPH MICHAEL CORNTHWAITE (1)**

and

ROBERT CROSSFIELD CORNTHWAITE (2)

CONVEYANCE

**relating Wenning Side, Clapham,
in North Yorkshire.**

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

**Derek M Jordan
Solicitor
Chapel Street
Settle
North Yorkshire**

THIS CONVEYANCE is made the *TwentySixth* day of *October* Two Thousand
BETWEEN ROBERT CROSSFIELD CORNTHWAITE of Wenningside Farm Clapham
in North Yorkshire **ANNE MARGARET MASON** of 2 Borwick Court Borwick
Carnforth Lancashire **HERBERT DAVID CORNTHWAITE** of The Lodge Bolton-by-
Bowland Clitheroe Lancashire **JOSEPH MICHAEL CORNTHWAITE** of The Fold
Austwick in North Yorkshire (hereinafter called "the Trustees") of the one part and
the said **ROBERT CROSSFIELD CORNTHWAITE** (hereinafter called "the Purchaser")
of the other part

WHEREAS

(1) Robert Cornthwaite late of The Fold Austwick in North Yorkshire (hereinafter
called "the Testator") made his will dated the Twelfth day of November One
Thousand Nine Hundred and Sixty Nine and thereby appointed the Trustees to be
the Executors and Trustees thereof and devised unto them all his real estate upon
trust to sell the same and to stand possessed of the net proceeds of sale thereof
and of the net rents and profits thereof until sale upon trust to pay the income
therefrom unto his widow Ethel Cornthwaite during her lifetime and thereafter upon
trust to divide the remainder equally between all his children

(2) The Testator died on the Fifteenth day of December One thousand nine
hundred and seventy and Probate of the said Will of the Testator was granted to
the Trustees out of the Leeds District Probate Registry on the Twenty first day of
January One thousand nine hundred and seventy one

(3) The said Ethel Cornthwaite died on the Eighteenth day of April Two Thousand

(4) The Trustees are the children of the said Testator

(5) By his said will the Testator gave the Purchaser the option to purchase the
property hereinafter described for the sum of Sixteen Thousand Pounds

(6) By notice in writing to the Trustees dated 10th of August 2000 the Purchaser has exercised his option to purchase the said property hereinafter described for the sum of Sixteen Thousand Pounds

(7) The Trustees have agreed to execute this Deed to give effect to the terms of the will of the Testator whereby he granted the Purchaser the said option

(8) The Trustees have not given or made any Assent or Conveyance in respect of a legal estate in or affecting the property hereinafter described or any part thereof
NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. IN consideration of the sum of **SIXTEEN THOUSAND POUNDS** paid by the Purchaser to the Trustees (the receipt whereof the Trustees hereby acknowledge) the Trustees with **LIMITED TITLE GUARANTEE** as Personal Representatives of the Testator hereby convey unto the Purchaser **FIRST** all the hereditaments and premises more particularly described or referred to in the Schedule to a Conveyance and Assignment dated the Eighth day of June One Thousand Nine Hundred and Thirty Seven made between Henry Mancknol Walton of the one part and the Testator of the other part **TO HOLD** the same unto the Purchaser in fee simple **SUBJECT** as is mentioned in the Conveyance **AND SECONDLY** the Trustees with **LIMITED TITLE GUARANTEE** as Personal Representatives of the Testator hereby assign unto the Purchaser **ALL THAT** parcel of arable meadow and pasture ground called and commonly known by the name of Clapham Woods containing twenty three acres one rood and four perches **TO HOLD** the same unto the Purchaser for the unexpired residue of the term created by a Lease dated the Nineteenth day of July One thousand Six Hundred and Forty Two subject henceforth to the payment of the rent reserved and performance and observance of the covenants on the Lessees part and the conditions contained in the said Lease **ALL WHICH** property

firstly and secondly described is known by the names of Wenning Side and Wickworth Farm situate in the township of Clapham cum Newby in North Yorkshire

2. THE Purchaser hereby covenants with the Trustees that he the Purchaser and his successors in title will indemnify the Trustees and the estate and effects of the Testator from and against all actions costs claims and demands whatsoever in respect of the rent and payable under the said Lease and any breach or non-observance of any of the covenants contained in the said Lease or anything relating thereto

3. THE Trustees hereby acknowledge the right of the Purchaser to production and delivery of copies of the said Probate of the Will of the Testator

4. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds **SIXTY THOUSAND POUNDS**

IN WITNESS whereof the parties hereto have hereunto executed this Conveyance as a Deed the day and year first hereinbefore written

SIGNED as a Deed by the)
said **ROBERT CROSSFIELD CORNTHWAITE**)
in the presence of:)

SONN VICKERS
CLAPHAM WOODS FARMHOUSE
122 ASDEN
CLAPHAM
WARRICK

PRACTICE MANAGER (SOLICITORS)

SIGNED as a Deed by the)
said **ANNE MARGARET MASON**)
in the presence of:-)

HARRIET WIGHTMAN

GREEN PASTURES


CAPRAHAY

CHARTERHILL

LANCS LABIND

WILSON Political Association

SIGNED as a Deed by the
said HERBERT DAVID CORNTHWAITE
in the presence of:-

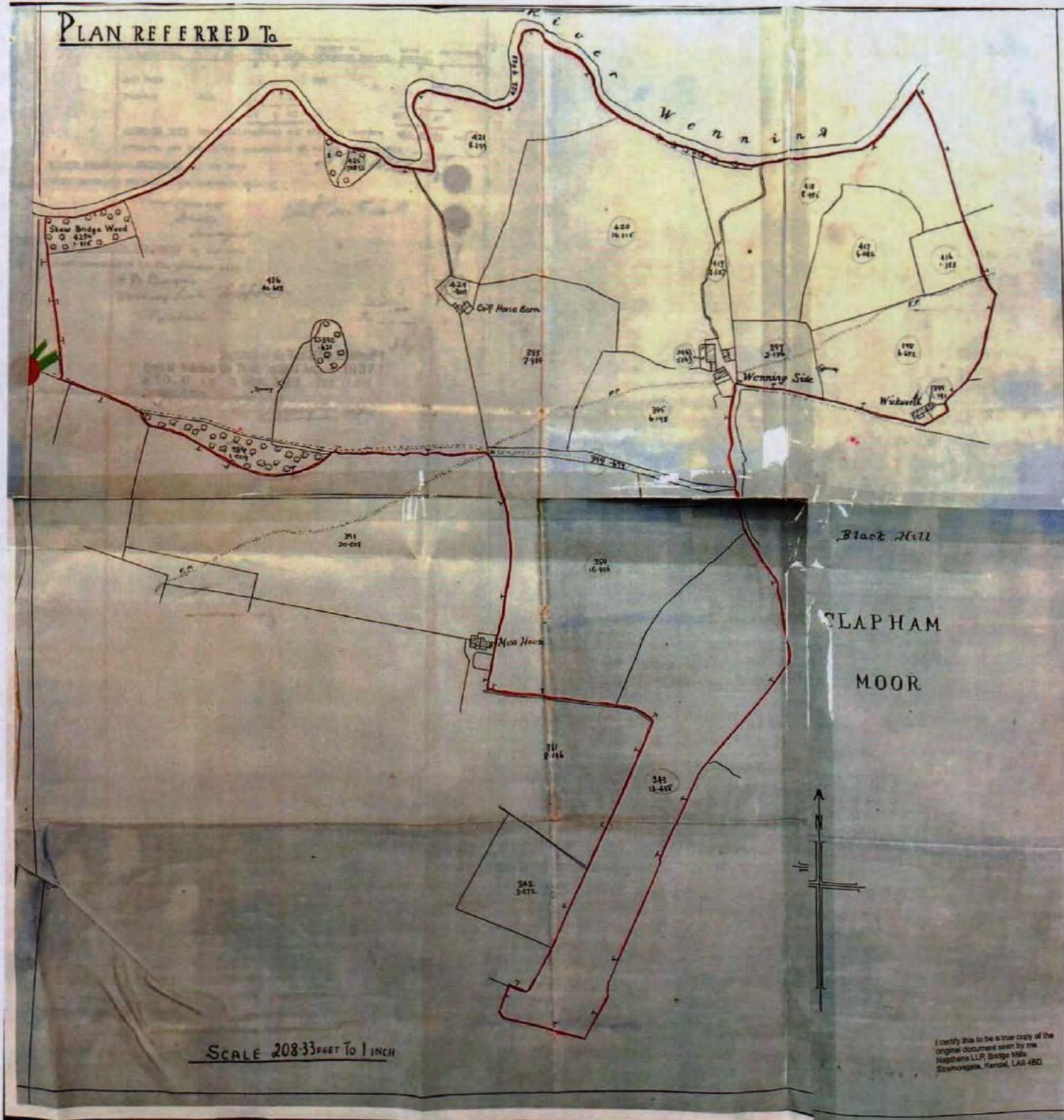

Chapel Street
Settle

SIGNED as a Deed by the
said JOSEPH MICHAEL CORNTHWAITE
in the presence of:-


J. WALKER
Chapel Street
Settle

Secretary.

PLAN REFERRED TO



SCALE 208.33 FEET TO 1 INCH

I certify this to be a true copy of the original document seen by me
Hephern LLP, Bridge Mills
Stamington, Fenland, LAs 4BD



Registry

Transfer of registered
land(s) by personal representative(s)

AS1

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.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

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

Give full name.

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

Complete as appropriate where the personal representative 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 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.

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.

| | |
|---|---|
| 1 | Title number(s) of the property: NYK244652 |
| 2 | Property: Wenning Side, Clapham, Lancaster LA2 8ET |
| 3 | Date: 19 th JANUARY 2017 |
| 4 | Name of deceased proprietor: Robert Crossfield Cornthwaite |
| 5 | Personal representative of deceased proprietor: MAY CORNTHWAITE, PAULINE HIRD and YVONNE GIBSON <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: (a) PAULINE HIRD and (b) YVONNE GIBSON <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: |
| 7 | Transferee's intended address(es) for service for entry in the register: (a) Boskins, Keasden, Clapham, Lancaster LA2 8EU (b) Lane Top Barn, Arncliffe, Skipton, North Yorkshire BD23 5QD |
| 8 | The personal representative transfers the property to the transferee |

any box that applies.

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 applicants 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.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on. If you are a conveyancer you can also include the following certificate instead of enclosing the documents mentioned:

"I am the applicant's conveyancer and certify that I am holding the original or a certified or office copy of the grant of probate, letters of administration or court order."

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 10 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 3.

9 The personal representative transfers with

- ☐ full title guarantee
- ☒ limited title guarantee

10 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:

11 Additional provisions

12 Execution

Signed as a Deed by
MAY CORNTHWAITE
in the presence of:

Signature of Witness:

Name (in BLOCK LETTERS) SUSAN ASHWELL

Address Town Hall

Settle

Signed as a Deed by
PAULINE HIRD
in the presence of:

Signature of Witness: _____

Name (in BLOCK LETTERS) SUSAN ASTWELL

Address Town Hall
Settle

Signed as a Deed by
YVONNE GIBSON
in the presence of:

Signature of Witness: _____

Name (in BLOCK LETTERS) SUSAN ASTWELL

Address Town Hall
Settle

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 68 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.

Dated

28th March 2025

2025

Statement of Truth relating to common rights at Wenningside Farm, Keasden,
Clapham, North Yorkshire, LA2 8ET

Joseph Michael Cornthwaite

We hereby certify
this to be a true
copy of the original.

MEUSBA HANICH
NATHENS LLP.

14/4/25.

I, JOSEPH MICHAEL CORNTHWAITE of The Fold, Austwick, Lancaster, LA2 8BE make this statement to confirm the use and ownership of common rights.

1. I am the owner of the land and property shown edged ~~purple~~ ^{as to the majority although the river section is registered} on the attached plan marked "ST1", which is currently unregistered. This property is known as The Fold, Austwick, North Yorkshire and was transferred to me from my Mother Ethel Cornthwaite by a number of gifts and an assent ("The Fold"). The various Deeds of Gifts and Assent of this property were dated 5 July 1983, 29 May 1984, 16 July 1985, 1 December 1986 and 9 July 2001. A copy of these Deed of Gifts and Assent are attached at "ST2".
2. The land shown edged blue on the attached plan marked "ST1", is known as land at Norber, Austwick and is registered at the Land Registry under title number NYK250009 (the Land at Norber). This was conveyed from my Mother Ethel Cornthwaite to my sister, Anne Margaret Mason on the 8 June 1982 and 1 December 1986. A copy of these conveyances are attached at "ST3". This property is now owned by me and my nieces Pauline Hird and Yvonne Gibson ("my Nieces").
3. In 1968, 40 sheep rights were registered to my Father Robert Cornthwaite at the Commons Registry under CL270, at entry number 2, and CL209 at entry number 5 as attached to Wenning Side, Clapham, Via Lancaster as shown edged red on the supplemental map relating to those entries ("the Dominant Land"). A copy of the commons register entries and supplemental maps are attached at "ST4".
4. The rights registered under CL270 at entry 2 and CL209 at entry 5 were to graze 40 sheep to a limit of 40 sheep gaits, over the whole of the land comprised in the two registered units ("the Common Rights").
5. The Dominant Land contains four plots to which the Common Rights were originally attached. These four plots are separately coloured on the attached plan marked "ST1".
6. The transfers of The Fold to me and the transfers of the Land at Norber to me and my nieces made no reference to the transfer of any of the Common Rights attached to those properties. In respect of my ownership of The Fold, I have never exercised any of the Common Rights. In respect of my joint ownership of the land at Norber, we have never exercised any of the Commons Rights.
7. My Nieces owned the land and property shown edged red on the attached plan marked "ST1". Part of this land has recently been sold to third parties by my Nieces. The land edged red on the attached plan marked "ST1" is Wenningside, Keasden, Clapham, Lancaster, LA2 8ET as registered at the Land Registry under title number NYK244652 ("Wenningside Farm").
8. As far as I am aware the Common Rights have always been exercised by the owners of Wenningside Farm, initially being my late brother Robert Crossfield Cornthwaite and more latterly my Nieces. I have farmed in partnership with my Nieces at Wenningside Farm and all the Commons Rights have been exercised via that partnership on behalf of my Nieces.

9. In that regard, I believe that the Common Rights were severed from The Fold and the Land at Norber when the historic transfers of the properties took place. I believe the Common Rights are now held in gross and that my Nieces are entitled to be registered as owners of the same by virtue of their exercise of all the Common Rights via the farming of Wenningside Farm.

And I make this statement believing that the facts and matters contained in this statement are true.

Signed ...

Joseph Michael Cornthwaite

Dated ... 28-3-2025

NORTH YORKS

Provisional Edition

SHEET SD

CLAPHAM & SONS NEWBY

SHEET SD

I certify this to be a true copy of the
original document seen by me
Naphens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

ST 2

PRESENTED

8 JUL 1983
27436

THIS DEED OF GIFT is made the
day of July One thousand nine hundred and eighty three
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick
Yorkshire (hereinafter called "the Grantor") of the one part
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the Son of the Grantor of
the other part



WHEREAS :-

(1) The Grantor is the estate owner in respect of the fee simple
absolute in possession of (inter alia) the property hereinafter
described subject only as hereinafter mentioned but otherwise
free from incumbrances

(2) The Grantor is desirous of conveying the said property to
the Donee by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the
Donee the Grantor hereby conveys unto the Donee ALL THAT piece
or parcel of land situate at Austwick in North Yorkshire being
Ordnance Survey Field Number 259 on the Ordnance Survey Map and
containing according thereto 4.831 acres or thereabouts All
Which property is for identification purposes only delineated
and edged red on the map or plan annexed hereto and is part of
the property comprised in a Conveyance dated the Fifteenth
day of November One thousand nine hundred and sixty three made
between Norman Robinson of the one part and Robert Cornthwaite
and the Grantor of the other part TO HOLD the same unto the
Donee in fee simple SUBJECT TO such part or parts of the property
hereinbefore described as is or are liable thereto to the
payment of the annual sum of Thirty six pounds Thirty pence
(formerly Thirty six pounds six shillings) to Austwick Church or
any part thereof

2. The Grantor hereby acknowledges the right of the Donee to

production and delivery of copies of the said Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and hereby undertakes with the Donee for the safe custody of the same

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds TWENTY FIVE THOUSAND POUNDS

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

SIGNED SEALED AND DELIVERED
by the said Ethel
Cornthwaite in the
presence of:-

*Leigh Cottage
Austwick
Housewife*

SIGNED SEALED AND DELIVERED
by the said Joseph Michael
Cornthwaite in the
presence of:-

*Leigh Cottage
Austwick
Housewife*

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fore



MRS. E. CORNTIWAITE

- to -

MR. J.M. CORNTIWAITE

DEED OF GIFT

of

Land situate at Austwick
in North Yorkshire.

DEREK M. JORDAN
SETTLE.

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

THIS DEED OF GIFT is made the Twenty ninth
day of May One thousand nine hundred and eighty four BETWEEN
ETHEL CORNTHWAITE of The Fold Austwick in North Yorkshire (hereinafter called "the Grantor") of the one part and JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid (hereinafter called "the Donee") the Son of the Grantor of the other part

WHEREAS :-

- (1) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described subject only as hereinafter mentioned but otherwise free from incumbrances
- (2) The Grantor is desirous of conveying the said property to the Donee by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT piece or parcel of land situate at Austwick aforesaid being Ordnance Survey Field Number 273 and containing according thereto three point nine nine three acres or thereabouts All Which property is for identification purposes only delineated and edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Grantor of the other part TO HOLD the same unto the Donee in fee simple SUBJECT TO such part or parts of the property hereinbefore described as is or are liable to the payment of the annual sum of Thirty six pounds thirty pence (formerly thirty six pounds six shillings) to Austwick Church or any part thereof
2. The Grantor hereby acknowledges the right of the Donee to production and delivery of copies of the said Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and hereby undertakes with the Donee for the safe custody of the same
3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of

of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds THIRTY THOUSAND POUNDS

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

SIGNED SEALED AND DELIVERED)

by the said Ethel
Cornthwaite in the presence)

of:-

W Name

T Address

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E

S

S Occupation DAIRYMAN.

SIGNED SEALED AND DELIVERED)

by the said Joseph Michael
Cornthwaite in the presence)

of:-

W Name

T Address

N

E

S

S Occupation DAIRYMAN.



20th M

1981

MRS. E. CORNTHWAITE

- to -

MR. J.M. CORNTHWAITE

DEED OF GIFT

of

Land at Austwick in North
Yorkshire

DEREK M. JORDAN
SETTLE

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

THIS DEED OF GIFT is made the Sixteenth
day of July One thousand nine hundred and eighty five
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick in North
Yorkshire (hereinafter called "the Grantor") of the one part and
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the Son of the Grantor of the
other part

WHEREAS :-

(1) The Grantor is the estate owner in respect of the fee simple
absolute in possession of (inter alia) the property hereinafter
described subject only as hereinafter mentioned but otherwise
free from incumbrances

(2) The Grantor is desirous of conveying the said property to
the Donee by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the
Donee the Grantor hereby conveys unto the Donee ALL THAT piece
or parcel of land situate at Austwick aforesaid being Ordnance
Survey Field Number 306 and containing according thereto 3.242
acres or thereabouts All Which property is for identification
purposes only delineated and edged red on the map or plan annexed
hereto and is part of the property comprised in a Conveyance
dated the Fifteenth day of November One thousand nine hundred and
sixty three made between Norman Robinson of the one part and
Robert Cornthwaite and the Grantor of the other part TO HOLD the
same unto the Donee in fee simple

2. The Grantor hereby acknowledges the right of the Donee to
production and delivery of copies of the said Conveyance dated
the Fifteenth day of November One thousand nine hundred and sixty
three and hereby undertakes with the Donee for the safe custody
of the same

IN WITNESS Whereof the parties hereto have hereunto set

their hands and seals the day and year first before written:-

SIGNED SEALED AND DELIVERED)

by the said Ethel
Cornthwaite in the presence
of:-

us Name

Address

to

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Bridge House

Austwick

Housewife

SIGNED SEALED AND DELIVERED)

by the said Joseph Michael
Cornthwaite in the presence
of:-

us Name

Address

to

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Bridge House

Austwick

Lancaster

Housewife

Occupation

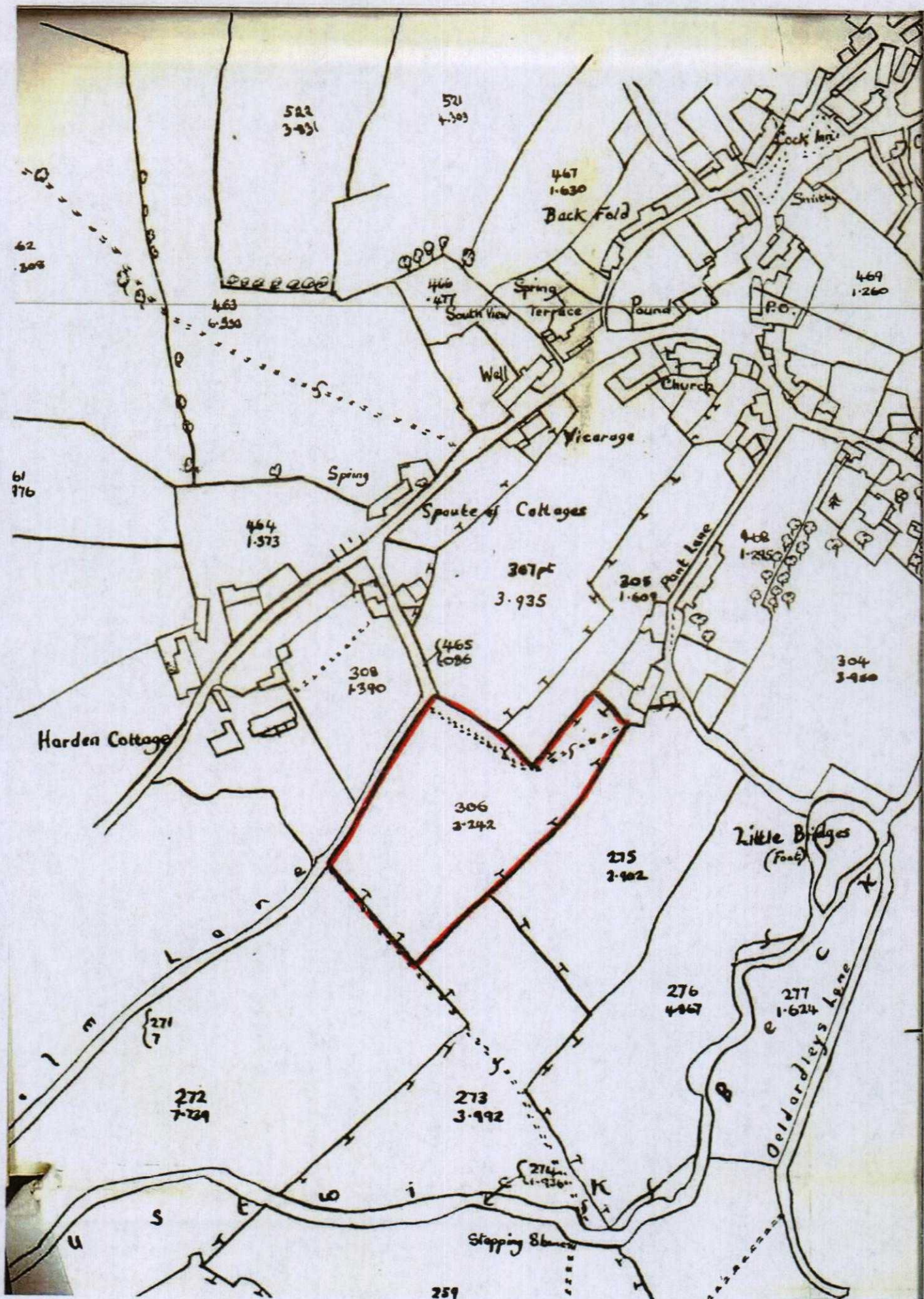
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DATED 16 July 1985

MRS. E. CORNTHWAITE

to

MR. J.M. CORNTHWAITE

DEED OF GIFT

of

a piece or parcel of land
situate at Austwick in
North Yorkshire.

DEREK M. JORDAN,
SETTLE.

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

THIS DEED OF GIFT is made the Five
day of December One thousand nine hundred and eighty six
BETWEEN ETHEL CORNTHWAITE of The Fold Austwick in the North
Yorkshire (hereinafter called "the Grantor") of the one part and
JOSEPH MICHAEL CORNTHWAITE of The Fold Austwick aforesaid
(hereinafter called "the Donee") the son of the Grantor of the
other part

WHEREAS:

- (1) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described free from incumbrances
- (2) The Grantor is desirous of conveying the said property to the Donee by way of gift

NOW THIS DEED WITNESSETH that in consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT cottage situate and known as The Fold Austwick aforesaid TOGETHER WITH part of that piece or parcel of land at Austwick aforesaid being Ordnance Survey Field Number 307 and containing according thereto three point nine three five acres or thereabouts ALL WHICH property is for the purpose of identification only edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Grantor of the other part TO HOLD the same unto the Donee in fee simple

IN WITNESS whereof the parties hereto have hereunto set their respective hand and seals this day and year first hereinbefore written:-

SIGNED SEALED AND DELIVERED)
by the said Ethel Cornthwaite)
in the presence of:-)

Witness

Witness

Leigh Cottage, Austwick

SIGNED SEALED AND DELIVERED)
by the said Joseph Michael)
Cornthwaite in the presence)
of:-

W Name

+ Address Leigh Cottage

N

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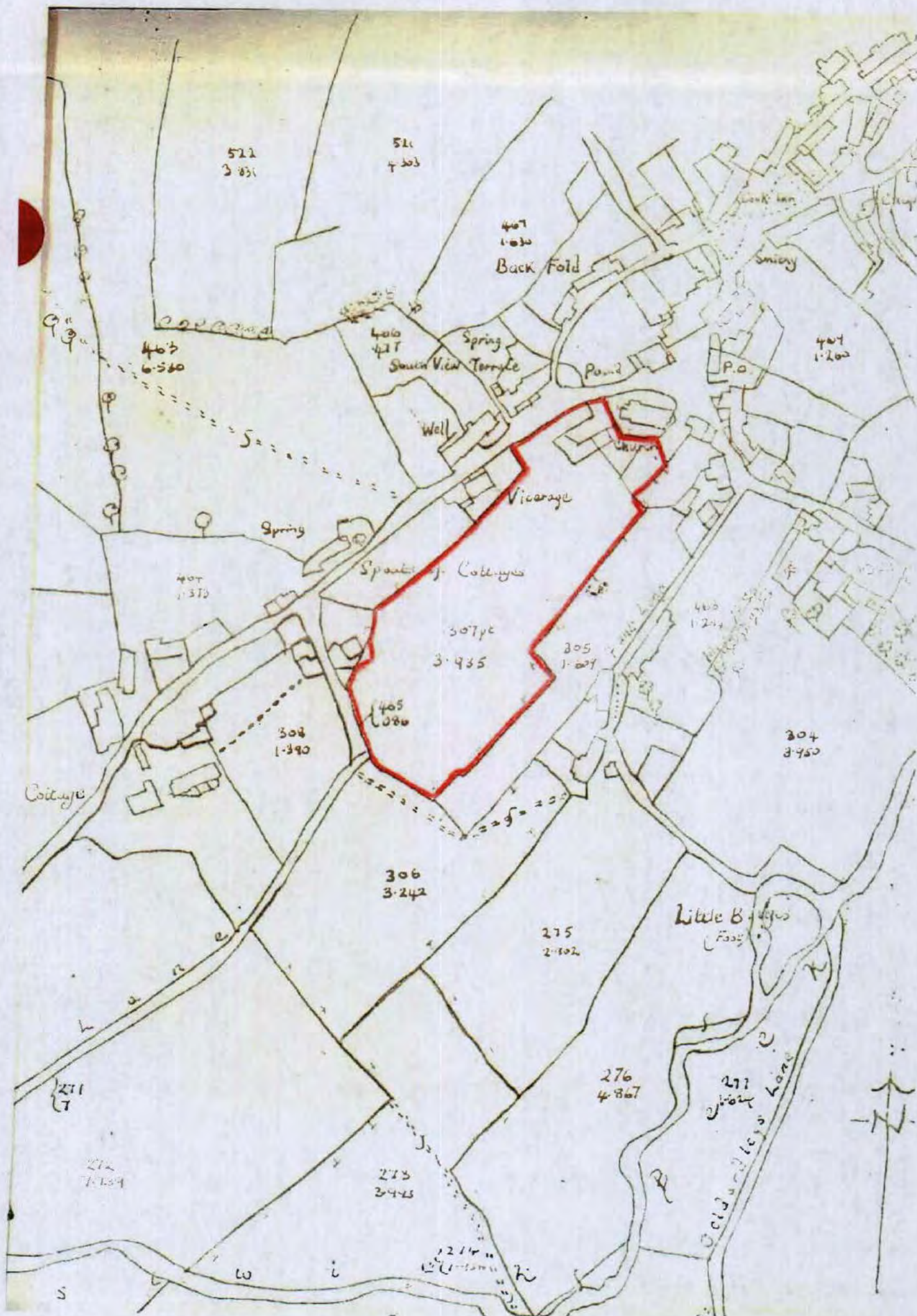
S

S Occupation Housewife



93

Coit



DATED 1st December 1986

MRS.E. CORNTHWAITE

to

MR.J.M. CORNTHWAITE

DEED OF GIFT

of

Land and
a cottage known as The Fold,
Austwick in North Yorkshire.

DEREK M. JORDAN,
SETTLE.

Dated this

9th day of

July

2001

THE PERSONAL REPRESENTATIVES OF ETHEL CORNTHWAITE

- to -

JOSEPH MICHAEL CORNTHWAITE

ASSENT

relating to the river bed adjoining the land
known as The Fold, Austwick in North Yorkshire

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

E  R

H.M. LAND REGISTRY

FREEHOLD TITLE REGISTERED
TITLE NUMBER N4K252816

Derek M Jordan
Solicitor
Chapel Street
Settle
North Yorkshire

THIS ASSENT is made the *Ninth* day of *July* Two thousand and one **BETWEEN ROBERT CROSSFIELD CORNTHWAITE** of Wenning Side Clapham in North Yorkshire and **ANNE MARGARET MASON** of 2 Borwick Court Borwick Carnforth in Lancashire and **HERBERT DAVID CORNTHWAITE** of The Lodge Bolton-by-Bowland Clitheroe in Lancashire and **JOSEPH MICHAEL CORNTHWAITE** of The Fold Austwick in North Yorkshire (hereinafter called "the Executors") of the one part and the said **JOSEPH MICHAEL CORNTHWAITE** of the other part

WHEREAS Ethel Cornthwaite (hereinafter called "the Testatrix") late of The Fold Austwick aforesaid died on the Eighteenth day of April Two thousand having by her Will dated the First day of December One thousand nine hundred and eighty one appointed the Executors to be the executors thereof who proved the said Will in the District Probate Registry at Leeds on the Twelfth day of February Two thousand and one

NOW the Executors as Personal Representatives of the Testatrix hereby assent to the vesting in the said **JOSEPH MICHAEL CORNTHWAITE** of **ALL THAT** the property more particularly described in the Schedule hereto for an estate in fee simple and the Executors hereby acknowledge the right of the said Joseph Michael Cornthwaite to production and delivery of copies of the said Grant of Probate of the Will of the Testatrix

IN WITNESS the hands of the parties hereto the day and year first before written

THE SCHEDULE above referred to

ALL THAT river bed adjoining the land known as The Fold situate at Austwick

aforesaid being Ordnance Survey field number 274 and containing according thereto 1.936 acres **ALL WHICH** property is for identification purposes only delineated and edged red on the map or plan annexed hereto and is part of the property comprised in a Conveyance dated the Fifteenth day of November One thousand nine hundred and sixty three and made between Norman Robinson of the one part and Robert Cornthwaite and the Testatrix of the other part

SIGNED by the said
ROBERT CROSSFIELD CORNTHWAITE
in the presence of:-

BRIDGET VICKERS
CLAPHAM WOODS FARMHOUSE,
KEASDEN,
CLAPHAM,
N. YORKSHIRE. LA28ET
SELF-EMPLOYED. HUMAN RESOURCES MGR.

SIGNED by the said
ANNE MARGARET MASON
in the presence of:-

4th Bowrick Court
Bowrick, Camforth LA6 1DX
Farmer

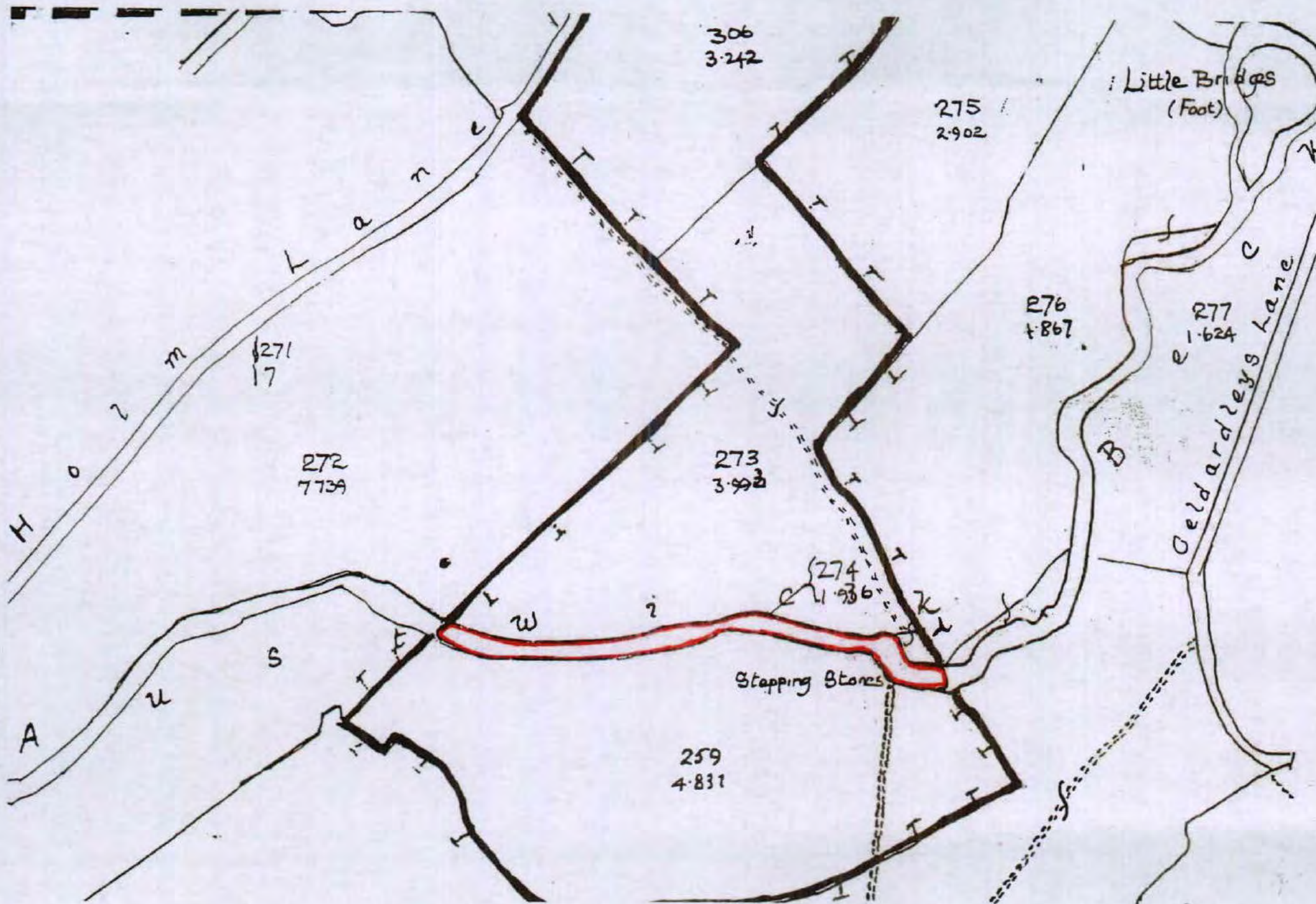
SIGNED by the said
HERBERT DAVID CORNTHWAITE
in the presence of:-

Bolton by Bowland
Post office
BB7 4NW
Postmistress.

SIGNED by the said
JOSEPH MICHAEL CORNTHWAITE
in the presence of:-

BRIDGET VICKERS
CLAPHAM WOODS FARMHOUSE,
KEASDEN,
CLAPHAM
N. YORKSHIRE LA28ET.
SELF-EMPLOYED. HUMAN RESOURCES MGR.

/u/assent/cornthwaite





THIS DEED OF GIFT is made the Eighth 26975
day of June One thousand nine hundred and eighty two

BETWEEN ETHEL CORNTHWAITE of The Fold Austwick in North Yorkshire
(hereinafter called "the Grantor") of the one part and ANNE MARGARET
MASON of Greenlands Farm Tewit Field Carnforth in the County of Lancashire
the Daughter of the Grantor (hereinafter called "the Donee") of the other
part

WHEREAS :-

(1) By a Conveyance (hereinafter called "the Conveyance") dated the
Eleventh day of May One thousand nine hundred and forty six made between
Richard Turner and Thomas Parker of the first part the said Thomas Parker of
the second part and the Grantor of the third part the property hereinafter
described was charged together with adjoining land with a perpetual
yearly rentcharge of Thirty Six Pounds Thirty Pence to Austwick Church

(2) The Grantor is the estate owner in respect of the fee simple
absolute in possession of (inter alia) the property hereinafter
described subject to the said rentcharge and to the rights hereinafter
mentioned but otherwise free from incumbrances

(3) The Grantor is desirous of conveying the said property to the
Donee by way of gift exonerated from the entirety of the said rentcharge
of Thirty Six Pounds Thirty Pence

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of her natural love and affection for the Donee
the Grantor hereby conveys unto the Donee ALL THAT close piece or
parcel of land situate at Austwick in North Yorkshire being Field Number
626 on the Ordnance Survey Map (1909 Edition) and containing in the whole
Seven and decimal point eight three nought acres or thereabouts but
excluding the barn situate adjoining the said close piece or parcel of
land All Which said property is by way of identification only and not
of warranty delineated on the map or plan annexed hereto and thereon edged
red TOGETHER WITH a right of way at all times and for all purposes for
the Donee and her successors in title over and along the track or roadway
the approximate position of which is indicated by a green dotted line
on the said plan EXCEPTING AND RESERVING unto the Grantor and her
successors in title a right of way at all times and for all purposes through
the property hereby conveyed or transferred to and from the adjoining
property retained by the Grantor TO HOLD the same unto the Donee in
fee simple discharged and exonerated from the entirety of the said rentcharge
of Thirty Six Pounds Thirty Pence to Austwick Church but SUBJECT to the
rights of the Lord or Lords Lady Or Ladies for the time being of the Manors
of Austwick and Lawkland with Feizor to the mines and minerals and the other
rights preserved by the 12th Schedule to the Law of Property Act 1922

2. The entirety of the said rentcharge shall be charged exclusively on the land comprised in the Conveyance and not hereby conveyed but retained by the Grantor in exoneration of the land hereby conveyed

3. The like covenants shall be implied herein under paragraph (B) of subsection (i) of Section 77 of the Law of Property Act 1925 as if this were a Conveyance or Gift subject to a part of the said yearly rentcharge apportioned by this deed in respect of the land conveyed but so that the covenant so implied on the part of the Donee shall not include any covenant for payment of any part of the said rentcharge and so that the covenant on the part of the Grantor shall be modified as provided by paragraph (ii) of subsection (2) of Section 77 of the said Act

4. (1) The Grantor hereby charges the residue of the property comprised in the Conveyance and not hereby conveyed with the payment of all sums of money which may become payable under the covenant on her part implied by the last foregoing clause

(2) The Donee hereby charges the property hereby conveyed or transferred with the payment of all sums of money which may become payable under the covenant on her part so implied herein as aforesaid

5. The Grantor hereby acknowledges the right of the Donee to the production of the Conveyance and to delivery of copies thereof and undertakes with the Donee for the safe custody of the same

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds TWENTY FIVE THOUSAND POUNDS

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

SIGNED SEALED AND DELIVERED
by the said Ethel Cornthwaite
in the presence of:-

Claris M. Derek M. Jordan
Solicitor. Settle

SIGNED SEALED AND DELIVERED
by the said Anne Margaret
Mason in the presence of:-

Anne M. Hasan

*Greenlands.
Twitfield
Camforth.*

*Cambridge House
Ashmeads Road
Ainslie Cambridge
Surrey*

624
4-526

New Close
Plantation
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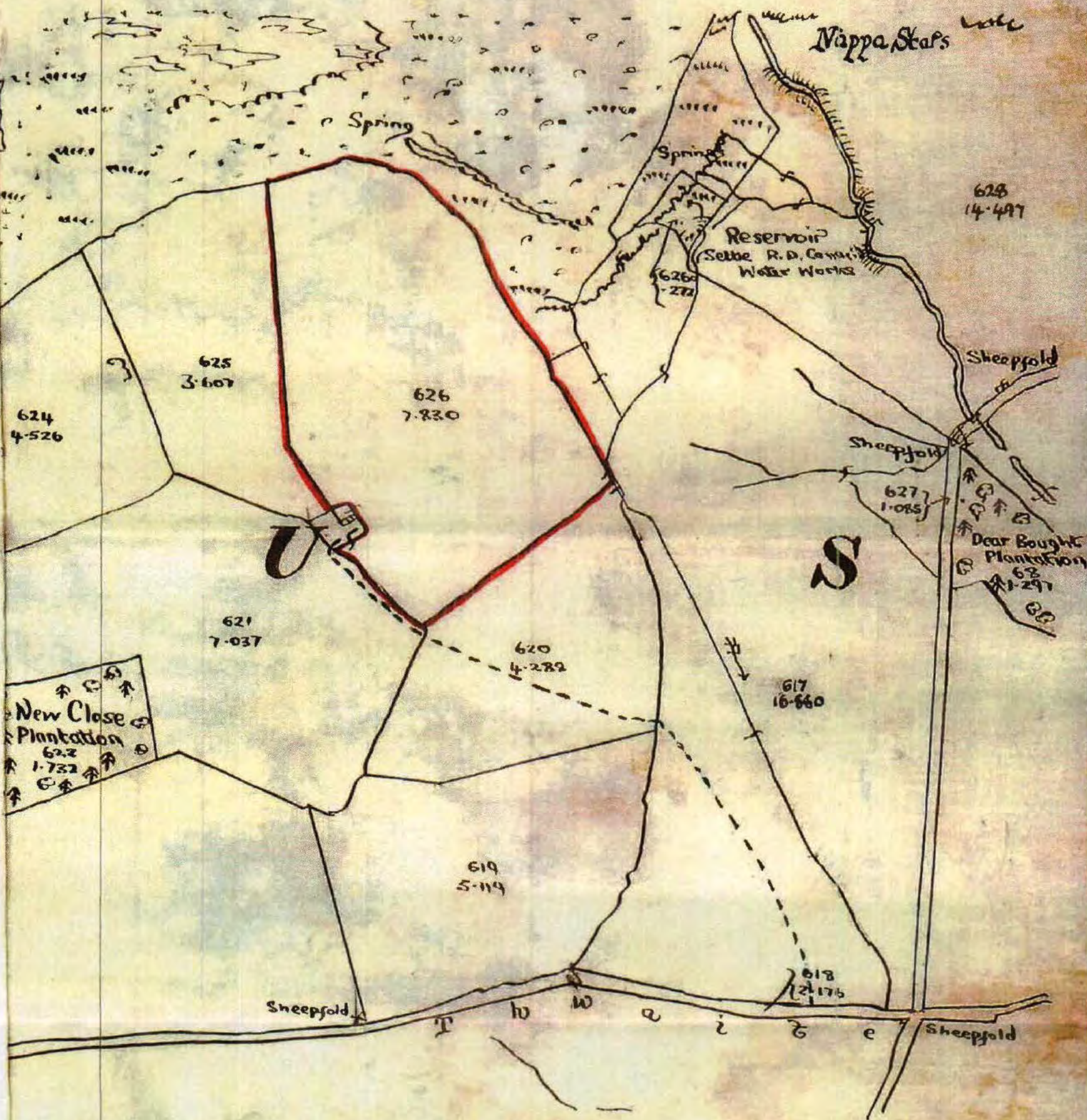
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House
Road
e Ambrose
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9
MRS. E. CORNTHWAITE

- to -

MRS. A.M. MASON

DEED OF GIFT

of

Land at Austwick in North Yorkshire

DEREK M. JORDAN
SETTLE

I certify this to be a true copy of the
original document seen by me
Naphthens LLP, Bridge Mills
Stramongate, Kendal, LA9 4BD

11

THIS DEED OF GIFT is made the 11th
day of December One thousand nine hundred and eighty six
BETWEEN ETHEL CORNTHWAITE of The Folds Austwick in North
Yorkshire (hereinafter called "the Grantor") of the one part and
ANN MARGARET MASON of Greenlands Farm Tewit Field Carnforth in
Lancashire (hereinafter called "the Donee") the Daughter of the
Grantor of the other part _____

WHEREAS :-

- (1) By a Conveyance (hereinafter called "the Conveyance") dated the Eleventh day of May One thousand nine hundred and forty six made between Richard Turner and Thomas Parker of the first part the said Thomas Parker of the second part and the Grantor of the third part the property hereinafter described was charged together with adjoining land with a perpetual yearly rent charge of Thirty six pounds and thirty pence to Austwick Church _____
- (2) The Grantor is the estate owner in respect of the fee simple absolute in possession of (inter alia) the property hereinafter described subject to the said rent charge and to the rights hereinafter mentioned but otherwise free from incumbrances _____
- (3) The Grantor is desirous of conveying the said property to the Donee by way of gift _____

NOW THIS DEED WITNESSETH that in consideration of her natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT the property described in the Schedule hereto TOGETHER WITH the right of way excepted and reserved to the Grantor in a Deed of Gift dated the Eighth day of June One thousand nine hundred and eighty two and made between The Grantor and the Donee TO HOLD unto the Donee for an estate in fee simple Subject to the Lord or Lords Lady or Ladies for the time being of the Manors of Austwick and Lawkland with Feizor to the mines and minerals and the other rights preserved by the 12th Schedule to the Law of Property Act 1922 and Subject also to the

said rent charge and subject also to the Covenant contained in the Conveyance _____

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

The Schedule hereinbefore referred to

ALL THOSE closes pieces or parcels of land situate at Austwick in North Yorkshire formerly forming part of Bridge End Farm and containing in the whole One hundred and thirty six decimal eight one two acres or thereabouts as the same are more particularly described hereunder and are delineated for the purpose of identification only and not by way of limitation or enlargement on the plan annexed hereto and thereon edged and hatched red TOGETHER WITH one dale on Austwick Moss _____

| <u>Ordnance No.</u> <u>(1909 Edition)</u> | <u>Description</u> | <u>Area - Acres</u> |
|--|-------------------------|---------------------|
| - | Norber | 105.000 |
| 621 | Norber Meadow | 7.037 |
| 625 | Norber Pasture | 3.607 |
| 620 | New Close Meadow | 4.288 |
| 617 | Thwaite (or Nappa Scar) | 16.880 |
| | | <u>136.812</u> |

SIGNED SEALED AND DELIVERED)
by the said Ethel Cornthwaite)
in the presence of:-)

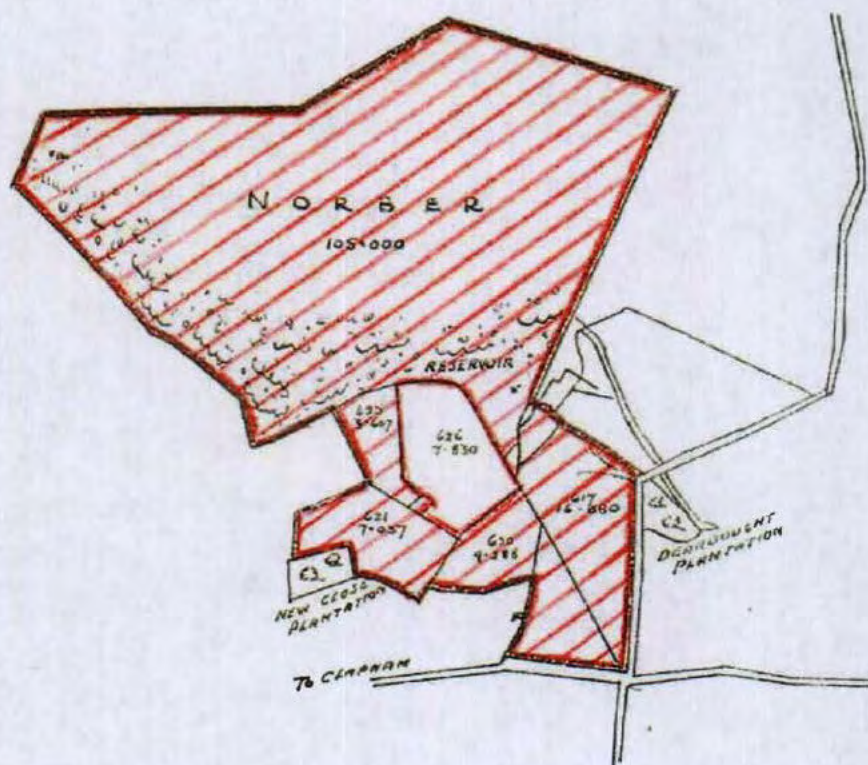
SIGNED SEALED AND DELIVERED)
by the said Anne Margaret)
Mason in the presence of:-)

*Leigh Cottage
Austwick*

Housewife

*Cringler Farm
Melling
Carnforth
Lancashire
farmer*

PLAN REFERRED TO



DATED 1st December 1986

MRS. E. CORNTHWAITE

to

MRS. A.M. MASON

DEED OF GIFT

of

Land situate at Austwick
in North Yorkshire formerly
forming part of Bridge End
Farm.

DEREK M. JORDAN,
SETTLE.

Register of

COMMON LAND

See Overleaf
for Notes

LAND SECTION—Sheet No. 1

| No. and date of entry | Description of the land, reference to the register map, registration particulars etc. |
|---|---|
| 1 28th June, 1968 (See entry No. 2 below) & No. 3 below) | The piece of land part of Burn Moor (Clapham Portion) in the Parish of Clapham-Cum-Newby in the Rural District of Settle in the West Riding of the County of York, as marked with a green verge line inside the boundary on sheet 80 of the register map and distinguished by the number of this register unit. Registered in consequence of application No. 649 (rights) made 17th May, 1968 by William Townley, Newby Cote, Clapham, Via Lancaster (Registration provisional) |
| 2 26th February 1971 | The registration at entry No. 1 above, being undisputed, became final on 1st October, 1970. |
| 3 16th February 1973 | The area of land in Entry No. 1 above is 55.671 hectares. |

I certify this to be a true copy of the
original document seen by me
Naphtens LLP, Bridge Mills
Stratfordgate, Kendal, LA9 4BD

ST4

| No. and date of note | Notes | No. and date of note | Notes |
|----------------------------|---|-------------------------|-------|
| 1 2nd May 1969 | The application of "The Remblers Association" made on 16th May 1969 is noted in respect of the registration at entry No. 1. | | |
| 2 9th December, 1969 | The application of Remblers Association 124 Finchley Road, London, N.W.3 No 2149 made 8th December, 1969 is noted in respect of the registration at entry number 1. | | |

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

WEST RIDING COUNTY COUNCIL

Register unit No C.L. 270

Edition No. 1

Register of COMMON LAND

Soc Overload for Nurses

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 | 649 | William Townley, | To graze 3 sheep with followers from 1st April | Gifforde Farm, Clapham Via Lancaster, as shown edged |
| 28th June, | 17th May, | Nearby Cote, Clapham, Via Lancaster | to 15th August, and 3 ewes or 3 hogs from 16th | red on the supplemental map bearing the number of this |
| 1968 | 1968 | Owner | August to 31st October and from 1st December to | registration |
| (See entry | | | 31st March in any year to a limit of 3 sheep gaits | |
| No. 25 below) | | | over the whole of the land comprised in this | |
| | | | register unit and in register unit C.L. 209 | |
| | | | (Registration provisions) | |
| | | | | |
| | | | | |
| 2 | 653 | Robert Cornthwaite, | To graze 40 sheep to a limit of 40 sheep gaits, | Wenning Side, Clapham, Via Lancaster, as shown edged |
| 28th June, | 17th May, | Wenning Side, Clapham Via | over the whole of the land comprised in this | red on the supplemental map bearing the number of this |
| 1968 | 1968 | Lancaster | register unit, and in register unit C.L. 209 | registration |
| (See entry | | Owner | (Registration provisions) | |
| No. 25 below) | | | | |
| | | | | |
| | | | | |
| 3 | 696 | James Thomas Garth | To graze: | Birk Knott and Green Hill, Keasden, Clapham, Via |
| 22nd August | 27th May | Birk Knott, Keasden, Clapham, | (a) 120 sheep or | Lancaster, as shown edged red on the supplemental map |
| 1968 | 1968 | Via. Lancaster | (b) 150 Wool Sheep or | bearing the number of this registration |
| | | Owner | (c) 30 Cows or | |
| | | | (d) 20 horses being 30 sheep gaits over the whole | |
| | | | of the land comprised in this register unit and in | |
| | | | Register unit C.L.209 | |

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Handwritten: 402/270

Supplemental Map CL270 Right Entry 2

SHEET SD 76 NW

ORDNANCE SURVEY
Scale 1:63,360 or 6 inches to 1 Mile

Provisional Edition

SHEET SD 76 NE



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Reproduction in any form without the permission of the Controller of Her Majesty's Stationery Office is prohibited.

THE NATIONAL GRID

Vertical scale bar showing distances from 0 to 10 miles.

Horizontal scale bar showing distances from 0 to 10 miles.

Legend for symbols: Roads, Railways, Rivers, etc.

Handwritten signature and date: 11/11/50

Sheet SD 76 NW

NOTE: This section contains the registration of the
land comprised in this register unit.

Registration authority

WEST RIDING COUNTY COUNCIL.

Register unit No. C.L.209.

Edition No. 1.

Register of
COMMON LAND.See Overleaf
for Notes

LAND SECTION—Sheet No. 1

| No. and date of entry | Description of the land, reference to the register map, registration particulars etc. |
|--------------------------|--|
| 1. 28th June, 1968 | <p>The piece of land containing 1310.2 acres or thereabouts known as Clapham Common, Clapham cum Newby, in the Rural District of Settle, in the West Riding of the County of York, as marked with a green verge line inside the boundary on sheets 80 and 114 of the register map and distinguished by the number of this register unit. Registered in consequence of application No. 209 (rights) made 26th April, 1968 by Kenneth Horner, Turner Ford, Clapham, Lancaster. *See Entry No. 2 below</p> <p>(Registration provisional)</p> |
| 2 12th July, 1985 | <p>In pursuance of Section 6(2) of the Commons Registration Act 1965 in accordance with a Notice of Final Disposal of Disputed Registration dated 5th July, 1985, made by A. A. Baden Fuller, Commons Commissioner the registration at Entry No. 1 above became FINAL on the 1st July, 1985 with the following modification that there be inserted after the words "and distinguished by the number of this register unit" the following words: "except the house formerly being Keasden School and the buildings and enclosed garden in 1968 held with the house". Ref: 266/D/430-433</p> |

| No. and date of note | Notes | No. and date of note | Notes |
|----------------------------|--|-------------------------|---|
| 1 2nd May, 1967 | The application of Clapham and Clapham District Council No. 1670 made the 27th August, 1966 is noted in respect of part of the land comprised in the registration at entry No. 1 overleaf. | 2 18th June, 1969 | The objection No. 20 of Frank Haining Johnston and Kathleen Johnston made the 31st March, 1969 is noted in respect of the registration entry No. 1 in this section. See Entry No. 2 overleaf |
| 3 9th December, 1969 | The application of Ramblers Association 124 Finchley Road, London, N.W.3 No. 2149 made 8th December, 1969 is noted in respect of the registration at entry number 1. (See note 5 below) | 4 December 1970. | The objection No. 320 of Dr. J.A. Farrar of Ingleborough Estate Office, Clapham, via Lancaster, is noted in respect of registration entry No. 1 in this section. See Entry No. 2 overleaf |
| 5 27th June 1973 | The application No. 2149 of the Ramblers Association noted at note 3 above is withdrawn in respect of the land contained in Objection No. 20. | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RILING COUNTY COUNCIL.

Register unit No. C.L.209.

Edition No. 1.

Register of COMMON LAND.

RIGHTS SECTION—Sheet No. 1.

See Overleaf
for Moss

| 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, 1968 | 544 26th April, 1968 | Kenneth Horner. Turner Ford, Clapham, Lancaster (Tenant) | To graze:- (A) 76 sheep with followers (b) 95 wool sheep or (c) 19 cows or (d) 12½ horses to a limit of 19 sheep gait over the whole of the land comprised in this register unit. (Registration provisional) | Turner Ford, Clapham, via Lancaster as shown edged red on the supplemental map bearing the number of this registration. |
| 2 28th June 1968 | 576 3rd May 1968 | William George Wallbank, Rantree Farm, Clapham, via Lancaster Owner | To graze:- (a) 144 sheep with followers, or (b) 180 wool sheep, or (c) 9 head of cattle, or (d) 6 horses, to a limit of 36 sheep gait over the whole of the land comprised in this register unit. (Registration provisional) | Rantree and Moss House, Clapham, via Lancaster, as shown edged red on the supplemental map bearing the number of this registration. |

37

(See en.
No. 37)

| No. and date of note | Notes | No. and date of note | Notes |
|--|---|-------------------------|-------|
| <p>1</p> <p>18th June,</p> <p>1969</p> | <p>Every objection to the registration whether as Common land or as a town or village green, of any land comprised in this register unit has effect as an objection to any registration whenever made under Section 4 of the Commons Registration Act 1965 of any rights over that land, whether that registration appears in this register or in the Register of Town or Village Greens. If any of the land is also registered as a Town or Village Green a note to that effect will appear in each section of this register unit.</p> | | |

COMMONS REGISTRATION ACT 1965

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

Registration authority

WEST RIDING COUNTY COUNCIL

Register unit No. C.L. 209

Edition No. 1

Register of COMMON LAND

See Overleaf
for Notes

RIGHTS SECTION—Sheet No. 2

| 1 No. and date of entry | 2 No. and date of application | 3 Name and address of every applicant for registration, and the capacity in which he applied | 4 Particulars of the rights of common, and of the land over which it is exercisable | 5 Particulars of the land (if any) to which the right is attached |
|-------------------------------|-------------------------------------|---|--|--|
| 3 28th June 1968 | 610 9th May 1968 | Henry Snow-Price and Edith Price, Long Bank Farm, Clapham, Via Lan- caster Owner | To graze 4 sheep with followers, or 5 wool sheep or 1 cow, or $\frac{1}{2}$ horse, to a limit of 1 sheep gait each sheep gait giving the right to graze 4 sheep with followers, or 5 wool sheep or 1 cow, and each 11 sheep gaits giving the right to graze 1 horse, over the whole of the land comprised in this register unit. (Registration-provisional) | Long Bank, Clapham, via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| (See entry No. 37) | | | | |
| 4 28th June 1968 | 649 17th May 1968 | William Doolley Newby Cote, Clapham, Via Lancaster Owner NOT KNOWN AT GIFFORDS GARDEN ADDRESS | To graze 3 sheep with followers from 1st April to 15th August, and 3 ewes or 3 hogs from 16th August to 31st October and from 1st December to 31st March in any year to a limit of 3 sheep gaits over the whole of the land comprised in this register unit and in register unit C.L. 270 (Registration-provisional) | Giffords Farm, Clapham Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| (See entry No. 37) | | | | |

Notes: This section contains the registration of every right of commons 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

WEST RIDING COUNTY COUNCIL

Register unit No. C.L. 209

Edition No. 1

Register of

COMMON LAND

RIGHTS SECTION—Sheet No. 3

See Overleaf
for Notes

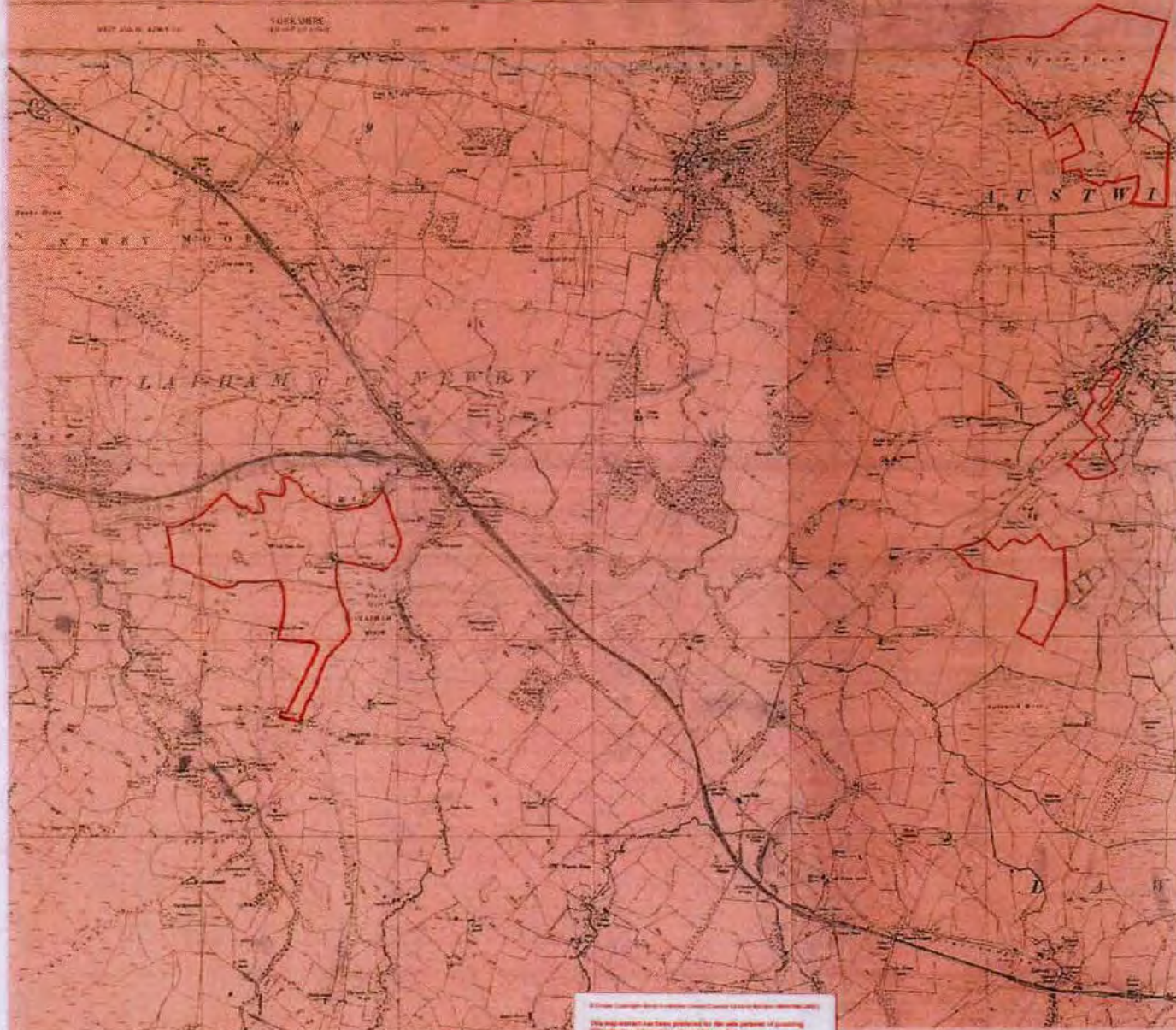
| 1 No. and date of entry | 2 No. and date of application | 3 Name and address of every applicant for registration, and the capacity in which he applied | 4 Particulars of the right of commons, and of the land over which it is exercisable | 5 Particulars of the land (if any) to which the right is attached |
|-------------------------------|-------------------------------------|---|--|---|
| 5 | 653 | Robert Cornthwaite, Warming Side, Clapham, Via 1968 1968 Lancaster | To graze 40 sheep to a limit of 40 sheep gaites, over the whole of the land comprised in this register unit, and in register unit CL. 270 (Registration provisional) | Warming Side, Clapham, Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration |
| (See entry No. 37 below) | 696 | Owner James Thomas Smith | To graze (a) 120 Sheep or (b) 150 Wool Sheep or (c) 30 Cows or (d) 20 horses being 30 sheep gaites over the whole of the land comprised in this register unit and in register unit C.L. 270 (Registration provisional) | Birk Knott and Green Hill, Easington, Clapham, Via Lancaster as shown edged red on the supplemental map bearing the number of this registration |
| 22nd August 1968 | 27th May, 1968 | Birk Knott, Easington, Clapham, Via Lancaster Owner | (See Entry No. 39 below) | |
| (See entry No. 37 below) | | | | |
| 7 | 726 | John Sutton, 30th September 29th May, 1968 1968 Lancaster | To graze— (a) 16 Cows with 20 sheep or (b) 20 Wool Sheep or (c) 4 Cows or (d) 4 horses to a limit of 4 sheep gaites, the area is divided into 4 equal parts, over the whole of the land comprised in this register unit and in register unit C.L. 270. (Registration provisional) | Lavings Farm, Clapham, Via Lancaster, as shown edged red on the supplemental map bearing the number of this registration. |
| (See entry No. 37 below) | | | | |

NORTH YORKS

Provisional Edition

SHEET SDV

Initial Map CL209 Right
Scale 1:10,000 or 6 Inches to 1 Mile



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|----|----|----|
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| 10 | 10 | 10 |
| 10 | 10 | 10 |

Common Registration Act 1963

Aggravated assault, defined as, in section 3 of article 18, "in the right nature of assault and battery," is a crime of the first degree.

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SHEET 50